IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

AGS LIGHTING MANAGEMENT LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 25-141 (MN)
	)	
JESCO LIGHTING GROUP, LLC,	)	**JURY TRIAL DEMANDED**
	)	
Defendant.	)	

DEFENDANT JESCO LIGHTING GROUP, LLC'S
ANSWER AND COUNTERCLAIMS

Defendant Jesco Lighting Group, LLC ("Defendant" or "Jesco") files this Answer and Counterclaims to the Complaint (D.I. 1) of AGS Lighting Management LLC ("Plaintiff" or "AGS"). Jesco includes its response to each of the numbered paragraphs of the Complaint in the below corresponding numbered paragraphs of the Answer. To the extent that any averment in the Complaint is not expressly admitted it is denied. Jesco has quoted the section headings of the Complaint for organizational purposes only and in so doing does not agree with or endorse the characterizations therein.

"NATURE OF THE ACTION"

1. Jesco admits that the Complaint purports to plead a claim for patent infringement. Except as otherwise admitted Jesco denies the allegations of paragraph 1 of the Complaint.

"THE PARTIES"

2. Jesco is without sufficient information as to the truth of the allegations of paragraph 2 and therefore denies them.

3. Jesco admits that it is organized as a limited liability corporation and that it has a place of business at 15 Harbor Park Dr, Port Washington, NY 11050. Jesco admits that its registered agent address is Corporation Service Company, 251 Little Falls Drive, Wilmington,

Delaware, 19808. Otherwise Jesco is without sufficient information as to the truth of the allegations of paragraph 3 and therefore denies them.

"JURISDICTION AND VENUE"

4. Paragraph 4 contains legal conclusions to which no answer is required. To the extent a response is required, Jesco admits that the Complaint purports to bring an action under the laws of the United States related to patents, including 35 U.S.C. §271. Jesco does not contest subject matter jurisdiction over Plaintiff's infringement claims for purposes of this action only. Except as expressly admitted, Jesco denies the allegations contained in Paragraph 4 of the Complaint.

5. Paragraph 5 contains legal conclusions to which no answer is required. To the extent a response is required, Jesco admits that the Complaint purports to bring an action under the laws of the United States related to patents, including 35 U.S.C. §271. Jesco does not contest subject matter jurisdiction over Plaintiff's infringement claims for purposes of this action only. Except as expressly admitted, Jesco denies the allegations contained in Paragraph 5 of the Complaint.

6. Paragraph 6 contains legal conclusions to which no answer is required. To the extent an answer is required, Jesco does not contest personal jurisdiction for purposes of this action only. Except as expressly admitted, Jesco denies the allegations contained in Paragraph 6 of the Complaint.

7. Paragraph 7 contains legal conclusions to which no answer is required. To the extent an answer is required, Jesco does not contest venue for purposes of this action only. Except as expressly admitted, Jesco denies the allegations contained in Paragraph 7 of the Complaint. Jesco specifically denies that it has committed any acts of infringement.

"AGS LIGHTING'S INNOVATIVE LINEAR-STYLE LED LIGHTING TECHNOLOGY"

8. Jesco admits that Exhibit 1 purports to be a copy of the '302 patent and bears the title "Controlling Color Temperature and Luminance in Linear LED Fixtures." Jesco denies that the '302 patent was duly issued. Except as expressly admitted, Jesco denies the allegations contained in Paragraph 8 of the Complaint.

9. Jesco is without sufficient information as to the truth of the allegations of paragraph 9 and therefore denies them.

10. Jesco is without sufficient information as to the truth of the allegations of paragraph 10 and therefore denies them.

11. Jesco is without sufficient information as to the truth of the allegations of paragraph 11 and therefore denies them.

12. Jesco is without sufficient information as to the truth of the allegations of paragraph 12 and therefore denies them.

13. Jesco denies that the ability to change color temperature was novel at the time of the '302 Patent's filing. Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 13 and therefore denies them.

14. Jesco denies that the ability to change color temperature was novel at the time of the '302 Patent's filing. Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 14 and therefore denies them.

15. Jesco denies that the ability to change color temperature or connect and utilize fixtures of different lengths was novel at the time of the '302 Patent's filing or that the purported inventors of the '302 Patent otherwise disclosed or claimed any novel or nonobvious technical

features. Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 15 and therefore denies them.

16. Jesco denies the allegations of paragraph 16 of the Complaint.

17. Jesco denies the allegations of paragraph 17 of the Complaint.

18. Jesco is without sufficient information as to the truth of the allegations of paragraph 18 and therefore denies them.

19. Jesco denies that the ’302 Patent discloses or claims any novel or nonobvious subject matter. Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 19 and therefore denies them.

20. Jesco denies that the ’302 Patent discloses or claims any novel or nonobvious subject matter. Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 20 and therefore denies them.

21. Jesco admits that the diagram shown in Paragraph 21 appears to be Figure 2 of the ’302 Patent. Jesco admits that Jesco admits that the ‘302 patent states that “FIG. 2 illustrates a block diagram of an electrical assembly 40” and identifies element 20 as a “driver circuit,” element 22 as a “switch assembly” and element 16 as a “LED array.” Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 21 and therefore denies them.

22. Jesco denies that the ’302 Patent is valid or enforceable. Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 22 and therefore denies them.

“JESCO’S INFRINGING PRODUCTS”

23. Jesco admits that it sells a product under the name “LIN SLIM” and that it is possible to affect the brightness and color temperature of products sold as the LIN SLIM.

Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 23 and therefore denies them.

24. Jesco admits that the Complaint appears to quote its attached exhibits and that certain of these exhibits appear to be marketing materials naming Jesco products. Jesco denies that it practices the claims of the ’302 Patent. Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 24 and therefore denies them.

25. Jesco admits that the Complaint appears to quote its attached exhibits and that certain of these exhibits appear to be marketing materials naming Jesco products. Jesco denies that it practices the claims of the ’302 Patent. Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 25 and therefore denies them.

26. Jesco admits that it uses the product identifier “LINSL-DI.” Otherwise, Jesco is without sufficient information as to the truth of the allegations of paragraph 26 and therefore denies them.

“COUNT I—PATENT INFRINGEMENT OF THE ’302 PATENT”

27. To the extent a response is required for paragraph 27 of the Complaint Jesco incorporates its responses to the foregoing paragraphs as if stated fully herein.

28. Jesco admits that claim 1 of the ’302 Patent appears to be quoted under paragraph 28. Except as expressly admitted, Jesco denies the allegations contained in Paragraph 28 of the Complaint.

29. Jesco denies the allegations contained in Paragraph 29 of the Complaint.

30. Jesco denies the allegations contained in Paragraph 30 of the Complaint.

31. Jesco denies the allegations contained in Paragraph 31 of the Complaint.

32. Jesco denies the allegations contained in Paragraph 32 of the Complaint.

33. Jesco admits that it received Exhibit 7 which references the '302 Patent. Otherwise, except as expressly admitted, Jesco denies the allegations contained in Paragraph 33 of the Complaint.

34. Jesco denies the allegations contained in Paragraph 34 of the Complaint.

35. Jesco denies the allegations contained in Paragraph 35 of the Complaint.

36. Jesco denies the allegations contained in Paragraph 36 of the Complaint.

"INJUNCTIVE RELIEF"

37. To the extent that a response is required to paragraph 37, Jesco re-incorporates its responses to the preceding paragraphs as if stated fully herein.

38. To the extent that a response is required to paragraph 38, Jesco denies that AGS is entitled to any relief, injunctive or otherwise.

"JURY DEMAND"

39. To the extent that a response is required Jesco denies that AGS has pled any jury-triable claims.

"PRAYER FOR RELIEF"

40. To the extent that a response is required Jesco denies that AGS is entitled to any relief.

AFFIRMATIVE DEFENSES

41. Jesco's Affirmative Defenses are listed below. Jesco reserves the right to amend its answer to add additional Affirmative Defenses consistent with the facts discovered in this action.

FIRST AFFIRMATIVE DEFENSE

42. Jesco has not infringed and does not infringe, under any theory of infringement (including directly (whether individually or jointly) or indirectly (whether contributorily or by inducement)), any valid, enforceable claim of the '302 Patent.

SECOND AFFIRMATIVE DEFENSE

43. Each asserted claim of the '302 Patent is invalid for failure to comply with one or more of the requirements of the United States Code, Title 35, including without limitation, 35 U.S.C. §§ 101, 102, 103, and 112, and the rules, regulations, and laws pertaining thereto.

THIRD AFFIRMATIVE DEFENSE

44. To the extent that AGS and any predecessors in interest to the '302 Patent failed to properly mark any of their relevant products or materials as required by 35 U.S.C. § 287, or otherwise give proper notice that Jesco's actions allegedly infringe the '302 Patent, Jesco is not liable to AGS for the acts alleged to have been performed before it received actual notice that it was allegedly infringing the '302 Patent.

FOURTH AFFIRMATIVE DEFENSE

45. To the extent that AGS asserts that Jesco indirectly infringes, either by contributory infringement or inducement of infringement, Jesco is not liable to AGS for the acts alleged to have been performed before Jesco knew that its actions would cause indirect infringement.

FIFTH AFFIRMATIVE DEFENSE

46. AGS's attempted enforcement of the '302 Patent against Jesco is barred by one or more of the equitable doctrines of estoppel, acquiescence, waiver, and unclean hands.

SIXTH AFFIRMATIVE DEFENSE

47. AGS's Complaint fails to state a claim upon which relief can be granted because, among other things, AGS has not stated a plausible allegation that Jesco makes, uses, or sells each claimed element of any asserted claim, or that Jesco directs or controls another entity to make, use, or sell any element that is not made, used, or sold by Jesco.

SEVENTH AFFIRMATIVE DEFENSE

48. To the extent AGS contends that it alleges a claim for indirect infringement (whether by inducement or contributorily), AGS has failed to state a claim upon which relief can be granted.

EIGHTH AFFIRMATIVE DEFENSE

49. AGS is estopped by representations and concessions made to the United States Patent Office from claiming infringement either literally or under the doctrine of equivalents.

NINTH AFFIRMATIVE DEFENSE

50. AGS cannot satisfy the requirements applicable to its request for injunctive relief and has an adequate remedy at law.

TENTH AFFIRMATIVE DEFENSE

51. To the extent AGS contends it alleges a claim for willful infringement, AGS has failed to state a claim upon which relief can be granted.

COUNTERCLAIMS

Without admitting any of the allegations of AGS's other than those expressly admitted herein, and without prejudice of the rights of Jesco to plead additional Counterclaims as the facts of the matter warrant, Jesco asserts the following Counterclaims against AGS.

PARTIES

1. Counterclaim Plaintiff Jesco is a limited liability corporation organized under the laws of Delaware with a principal place of business at 15 Harbor Park Dr, Port Washington, NY 11050.

2. Upon information and belief, Counterclaim Defendant AGS a Texas limited liability company with its principal place of business at 14701 Saint Mary's Lane, Suite 625, Houston, TX 77079.

JURISDICTION AND VENUE

3. These Counterclaims arise under federal law, and this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a), the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, and the Patent Laws of the United States, 35 U.S.C. §§ 101, et seq., based upon an actual controversy between the parties that U.S. Patent No. 11,751,302 ("the '302 Patent"), asserted by AGS, is invalid, not infringed, and/or unenforceable.

4. In view of Counterclaim Defendant filing its Complaint, and in view of Counterclaim Plaintiff's defenses to the Complaint, there exists an actual and justiciable controversy between the parties regarding the validity, alleged infringement, and enforceability the '302 patent.

5. Counterclaim Defendant has consented to personal jurisdiction for the Counterclaims by filing of the original Complaint in this matter.

6. Venue is proper in this District under 28 U.S.C. § 1404 because Counterclaim Defendant filed its Complaint in this District.

COUNTERCLAIM I

Declaratory Judgment of Non-Infringement of the ’302 Patent

7. Jesco repeats and realleges all the allegations above as if fully set forth herein.

8. An actual controversy exists between Jesco and AGS as to Jesco’s alleged infringement of the ’302 Patent.

9. Jesco has not infringed and does not infringe any valid and enforceable claim of the ’302 Patent, because the accused Jesco products do not practice at least the claimed combination of a “a first plurality of LEDs configured to produce a first light having a first color temperature, wherein the first plurality of LEDs aligns within a first linear shape,” “a second plurality of LEDs configured to produce a second light having a second color temperature different from the first color temperature, wherein the second plurality of LEDs align within a second linear shape,” and “a switch assembly configured to couple to the driver circuit, wherein the switch assembly comprises: a first switch configured to cause the driver circuit to output one of the plurality of currents; a second switch configured to cause the one of the plurality of currents to couple to the first plurality of LEDs, the second plurality of LEDs, or both.”

10. To resolve the legal and factual questions raised by AGS, and to afford relief from the uncertainty and controversy that AGS’s accusations have precipitated, Jesco is entitled to a declaratory judgment that Jesco has not and does not infringe any valid and enforceable claim of the ’302 Patent.

COUNTERCLAIM II

Declaratory Judgment of Invalidity of the ’302 Patent

11. Jesco repeats and realleges all the allegations above as if fully set forth herein.

12. By its Complaint, Counterclaim Defendant asserts that the '302 Patent is valid. Counterclaim Plaintiff has denied this allegation and contends that the '302 Patent is invalid under 35 U.S.C. §§ 101, 102, 103, 112, and/or 116.

13. The claims of the '302 Patent are invalid in light of prior art that was published or was otherwise available to the public before the earliest possible priority date of the '302 Patent. As a non-limiting example, at least claim 1 of the '302 Patent is invalid in view of U.S. Patent 9,995,440 to Edwards ("Edwards").

14. Edwards is titled "Color Temperature Tunable And Dimmable Solid-State Linear Lighting Arrangements."

15. Edwards is directed to color tunable linear lamp such as the one claimed in the '302 Patent and anticipates and/or renders obvious at least claim 1 of the '302 Patent, either alone or in combination with the knowledge of a person of ordinary skill in the art.

16. Edwards issued on June 18, 2018 from an application filed on December, 8, 2015.

17. Edwards is prior art to the '302 patent under at least 35 U.S.C. § 102(a)(1).

18. Edwards discloses "A linear light-emitting diode (LED) lighting apparatus, comprising: an array of light emitting diodes (LEDs) having a first length, wherein the array of LEDs comprises a first plurality of LEDs configured to produce a first light having a first color temperature, wherein the first plurality of LEDs aligns within a first linear shape; a second plurality of LEDs configured to produce a second light having a second color temperature different from the first color temperature, wherein the second plurality of LEDs align within a second linear shape." See e.g., Edwards at 4:51-60, 6:25-29, 5:34-37, 10:49-55, 11:6-23, Figs. 1B, 3A.

19. Edwards discloses "a driver circuit configured to output a plurality of currents." See e.g., Edwards at 11:41-44, 14:1-5, Figs. 3B, 5.

20. Edwards discloses "a switch assembly configured to couple to the driver circuit, wherein the switch assembly comprises: a first switch configured to cause the driver circuit to output one of the plurality of currents; a second switch configured to cause the one of the plurality of currents to couple to the first plurality of LEDs, the second plurality of LEDs, or both." See e.g., Edwards at 11:29-35, 12:6-20, 13:24-42, 14:17-19 Fig. 3B, 5.

21. Edwards discloses that "the linear LED lighting apparatus is configured to electrically couple to an additional linear LED lighting apparatus having a second length different than the first length by a scale factor, wherein the additional linear LED lighting apparatus is configured to produce a third light having the first color temperature via a third plurality of LEDs or a fourth light having the second color temperature via a fourth plurality of LEDs." See e.g., Edwards at 15:52-58.

22. An actual and justiciable controversy has arisen between Counterclaim Defendant and Counterclaim Plaintiff concerning the validity of the '302 Patent.

23. To resolve the legal and factual questions raised by AGS, and to afford relief from the uncertainty and controversy that AGS's accusations have precipitated, Jesco is entitled to a declaratory judgment that the '302 Patent is invalid pursuant to 35 U.S.C. §§ 101, 102, 103, 112 and/or 116.

PRAYER FOR RELIEF

WHEREFORE, Jesco respectfully asks that this Court enter judgment in its favor and against AGS as follows:

a) judgment against AGS and in favor of Jesco;

b) dismissal of the Complaint with prejudice;

c) denying all remedies sought by AGS in its Complaint;

d) a declaration that Jesco has not infringed and does not infringe the '302 Patent;

e) a declaration that the claims of the '302 Patent are invalid;

f) a finding that this action is an exceptional case under 35 U.S.C. § 285 and an award to Jesco of its costs and attorneys' fees incurred in this action; and

g) further relief as the Court may deem just and proper.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Jeremy A. Tigan

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August 6, 2025

CERTIFICATE OF SERVICE

I hereby certify that on August 6, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on August 6, 2025, upon the following in the manner indicated:

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