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13 Solar, Inc. and Andalay Solar, Inc.

14 **UNITED STATES DISTRICT COURT FOR THE**  
15 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO**

16 **ZEP SOLAR, INC., a California**  
17 **corporation,**

18 **Plaintiff,**

19 **vs.**  
20 **WESTINGHOUSE SOLAR, INC.,**  
21 **(formerly known as AKEENA**  
22 **SOLAR, INC.), a Delaware**  
23 **corporation, ANDALAY SOLAR,**  
24 **INC., a California corporation;**  
25 **LIGHTWAY GREEN NEW**  
26 **ENERGY COMPANY, LTD., a Hebei**  
27 **Province, China corporation;**  
28 **BRIGHTWAY GLOBAL, LLC, a New**  
**Jersey corporation; MORRISON**  
**SUPPLY COMPANY, LLC, a Texas**  
**corporation; SKY SOLAR**  
**SOLUTIONS, LLC, a Pennsylvania**  
**corporation; ALTERNATIVE**  
**POWER & ELECTRIC, a California**  
**partnership,**

**Defendant.**

**CASE NO. CV11-06493 JSW**  
**Hon. Jeffrey S. White, Ctrm. 2**

**ANSWER TO COMPLAINT**  
**FOR INFRINGEMENT AND**  
**COUNTERCLAIMS BY**  
**DEFENDANTS**  
**WESTINGHOUSE SOLAR,**  
**INC. AND ANDALAY SOLAR,**  
**INC.**

**JURY DEMAND**

**Complaint filed:**  
**December 20, 2011**

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1 Defendants Westinghouse Solar, Inc., formerly known as Akeena Solar, Inc.,  
2 (“Westinghouse”) and Andalay Solar, Inc. (“Andalay”), referred to collectively as  
3 “Defendants,” hereby submit their answers against the unverified Complaint of  
4 plaintiff Zep Solar, Inc. (“Zep”), by admitting, denying, and alleging as follows:

5 Answering Zep’s introductory paragraph, Westinghouse and Andalay are  
6 without sufficient knowledge or information to form a belief as to the truth of the  
7 allegations contained in, and on that basis, deny the allegations contained in the  
8 introductory paragraph.

9 **NATURE OF THE ACTION**

10 1. Answering paragraph 1 of the Complaint, Westinghouse and Andalay  
11 admit that according to the face of U.S. Patent No. 7,592,537 (“’537 Patent”) the  
12 United States Patent and Trademark Office issued a patent entitled “Method and  
13 Apparatus for Mounting Photovoltaic Modules.” Westinghouse and Andalay  
14 further admit that Zep is a manufacturer of solar products. Westinghouse and  
15 Andalay deny the remaining allegations in paragraph 1 of the Complaint.

16 2. Answering paragraph 2 of the Complaint, Westinghouse and Andalay  
17 are without information sufficient to form a belief as to the truth of the allegations  
18 contained in paragraph 2 of the Complaint, and on that basis deny each and every  
19 allegation contained therein.

20 3. Answering paragraph 3 of the Complaint, Westinghouse and Andalay  
21 are without information sufficient to form a belief as to the truth of the allegations  
22 contained in paragraph 3 of the Complaint, and on that basis deny each and every  
23 allegation contained therein.

24 4. Answering paragraph 4 of the Complaint, Westinghouse and Andalay  
25 admit that Westinghouse recently launched two new product lines, the  
26 Westinghouse Solar Power System AC-230/235 product family and the Andalay  
27 Groove product family. Westinghouse and Andalay further admit that  
28 Westinghouse has been and continues to market, offer to sell, sell and/or import

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1 AC-230/235 and Andalay Groove products. Westinghouse and Andalay deny the  
2 remaining allegations in paragraph 4 of the Complaint.

3 5. Answering paragraph 5 of the Complaint, Westinghouse and Andalay  
4 admit the allegation that Westinghouse recently announced an “Andalay Groove  
5 Interlock” product. Westinghouse and Andalay deny the remaining allegations in  
6 paragraph 5 of the Complaint.

7 6. Answering paragraph 6 of the Complaint, Westinghouse and Andalay  
8 admit that Lightway Green New Energy Company, Ltd. manufactures solar panels.  
9 Westinghouse and Andalay also admit that Sky Solar Solutions, LLC and  
10 Alternative Power & Electric are installers. Westinghouse and Andalay deny the  
11 remaining allegations in paragraph 6 of the Complaint.

12 7. Answering paragraph 7 of the Complaint, Westinghouse and Andalay  
13 deny the allegations contained in paragraph 7 of the Complaint.

14 **THE PARTIES**

15 8. Answering paragraph 8 of the Complaint, Westinghouse and Andalay  
16 are without information sufficient to form a belief as to the truth of the allegations  
17 contained in paragraph 8 of the Complaint, and on that basis deny each and every  
18 allegation contained therein.

19 9. Answering paragraph 9 of the Complaint, Westinghouse and Andalay  
20 admit that Westinghouse is a Delaware Corporation with its principal place of  
21 business in Campbell, California. Westinghouse and Andalay also admit that  
22 Westinghouse obtained a license to use the “Westinghouse” mark. Westinghouse  
23 and Andalay deny the remaining allegations in paragraph 10 of the Complaint.

24 10. Answering paragraph 10 of the Complaint, Westinghouse and Andalay  
25 admit that Andalay is a California corporation with its principal place of business in  
26 Campbell, California. Westinghouse and Andalay also admit that Andalay is a  
27 wholly owned subsidiary of Westinghouse. Westinghouse and Andalay deny the  
28 remaining allegations in paragraph 10 of the Complaint.



1 18. Answering paragraph 18 of the Complaint, Westinghouse and Andalay  
2 admit that this court has personal jurisdiction over Andalay. Westinghouse and  
3 Andalay deny the remaining allegations in paragraph 18 of the Complaint.

4 19. Answering paragraph 19 of the Complaint, Westinghouse and Andalay  
5 are without information sufficient to form a belief as to the truth of the allegations  
6 contained in paragraph 19 of the Complaint, and on that basis deny each and every  
7 allegation contained therein.

8 20. Answering paragraph 20 of the Complaint, Westinghouse and Andalay  
9 are without information sufficient to form a belief as to the truth of the allegations  
10 contained in paragraph 20 of the Complaint, and on that basis deny each and every  
11 allegation contained therein.

12 21. Answering paragraph 21 of the Complaint, Westinghouse and Andalay  
13 admit that Morrison Supply Company, LLC is an authorized distributor for  
14 Westinghouse. Westinghouse and Andalay are without information sufficient to  
15 form a belief as to the truth of the remaining allegations and, on that basis deny the  
16 remaining allegations contained in paragraph 21 of the Complaint.

17 22. Answering paragraph 22 of the Complaint, Westinghouse and Andalay  
18 admit that Sky Solar Solutions, LLC is an authorized dealer for Westinghouse.  
19 Westinghouse and Andalay are without information sufficient to form a belief as to  
20 the truth of the remaining allegations and, on that basis deny the remaining  
21 allegations contained in paragraph 22 of the Complaint.

22 23. Answering paragraph 23 of the Complaint, Westinghouse and Andalay  
23 admit that Alternative Power & Electric is an authorized dealer for Westinghouse.  
24 Westinghouse and Andalay are without information sufficient to form a belief as to  
25 the truth of the remaining allegations and, on that basis deny the remaining  
26 allegations contained in paragraph 23 of the Complaint.

27 24. Answering paragraph 24 of the Complaint, Westinghouse and Andalay  
28 admit the allegation that venue is proper over Westinghouse and Andalay.

1 Westinghouse and Andalay deny the remaining allegations in paragraph 24 of the  
2 Complaint.

3 **INTRADISTRICT ASSIGNMENT (Civil L.R. 3-5(b))**

4 25. Answering paragraph 25 of the Complaint, Westinghouse and Andalay  
5 admit the allegation contained in paragraph 25 of the Complaint.

6 **GENERAL ALLEGATIONS**

7 26. Answering paragraph 26 of the Complaint, Westinghouse and Andalay  
8 are without information sufficient to form a belief as to the truth of the allegations  
9 contained in paragraph 26 of the Complaint, and on that basis deny each and every  
10 allegation contained therein.

11 27. Answering paragraph 27 of the Complaint, Westinghouse and Andalay  
12 are without information sufficient to form a belief as to the truth of the allegations  
13 contained in paragraph 27 of the Complaint, and on that basis deny each and every  
14 allegation contained therein.

15 28. Answering paragraph 28 of the Complaint, Westinghouse and Andalay  
16 are without information sufficient to form a belief as to the truth of the allegations  
17 contained in paragraph 28 of the Complaint, and on that basis deny each and every  
18 allegation contained therein.

19 29. Answering paragraph 29 of the Complaint, Westinghouse and Andalay  
20 are without information sufficient to form a belief as to the truth of the allegations  
21 contained in paragraph 29 of the Complaint, and on that basis deny each and every  
22 allegation contained therein.

23 30. Answering paragraph 30 of the Complaint, Westinghouse and Andalay  
24 admit that Westinghouse began marketing and selling products in our about 2007.  
25 Westinghouse and Andalay also admit that they know of the '537 Patent.  
26 Westinghouse and Andalay deny the remaining allegations in paragraph 30 of the  
27 Complaint.  
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1           31.    Answering paragraph 31 of the Complaint, Westinghouse and Andalay  
2 deny the allegations contained in paragraph 31 of the Complaint.

3           32.    Answering paragraph 32 of the Complaint, Westinghouse and Andalay  
4 admit that Westinghouse has began marketing, offering for sale and/or selling its  
5 AC-230/235 products. Westinghouse and Andalay deny the remaining allegations  
6 in paragraph 32 of the Complaint.

7           33.    Answering paragraph 33 of the Complaint, Westinghouse and Andalay  
8 admit that Solar Power International 2011 is a solar industry trade show and was  
9 held in Dallas, Texas on October 17, 2011. Westinghouse and Andalay further  
10 admit that prior to the tradeshow Westinghouse announced it would be offering for  
11 sale a product called “Andalay Groove.” Westinghouse and Andalay further admit  
12 that Westinghouse announced that it would be offering for sale the Andalay Groove  
13 product prior to the Solar Power International 2011 event. Westinghouse and  
14 Andalay deny the remaining allegations in paragraph 33 of the Complaint.

15           34.    Answering paragraph 34 of the Complaint, Westinghouse and Andalay  
16 deny the allegations contained in paragraph 34 of the Complaint.

17           35.    Answering paragraph 35 of the Complaint, Westinghouse and Andalay  
18 admit that the Andalay Groove product description is on its website, available at  
19 <http://www.westinghousesolar.com/groove/> (last visited on January 24, 2011), and  
20 a product datasheet for the Andalay Groove is available for download at  
21 [http://www.westinghousesolar.com/groove/images/WH5-Andalay\\_Groove-](http://www.westinghousesolar.com/groove/images/WH5-Andalay_Groove-Web.pdf)  
22 [Web.pdf](http://www.westinghousesolar.com/groove/images/WH5-Andalay_Groove-Web.pdf) (last visited on January 24, 2011). Westinghouse and Andalay also admit  
23 that Westinghouse promoted the Andalay Groove products at the Solar Power  
24 International 2011 event. Westinghouse and Andalay deny the remaining allegations  
25 in paragraph 35 of the Complaint.

26           36.    Answering paragraph 36 of the Complaint, Westinghouse and Andalay  
27 admit that the datasheet for the Andalay Groove product states that its components  
28 are “compatible with solar panels that have a mounting groove in the frame,

1 including those from Canadian Solar, Trina Solar, Yingli Solar and others.”  
2 Westinghouse and Andalay deny the remaining allegations in paragraph 36 of the  
3 Complaint.

4 37. Answering paragraph 37 of the Complaint, Westinghouse and Andalay  
5 deny the allegations contained in paragraph 37 of the Complaint.

6 38. Answering paragraph 38 of the Complaint, Westinghouse and Andalay  
7 are without information sufficient to form a belief as to the truth of the allegations  
8 contained in paragraph 38 of the Complaint, and on that basis deny each and every  
9 allegation contained therein.

10 **COUNT I**

11 **INFRINGEMENT OF THE '537 PATENT**

12 39. Answering paragraph 39 of the Complaint, Westinghouse and Andalay  
13 reallege and incorporate by reference their answers to paragraphs 1-38 contained in  
14 the Complaint.

15 40. Answering paragraph 40 of the Complaint, Westinghouse and Andalay  
16 deny the allegations contained in paragraph 40 of the Complaint.

17 41. Answering paragraph 41 of the Complaint, Westinghouse and Andalay  
18 deny the allegations contained in paragraph 41 of the Complaint.

19 42. Answering paragraph 42 of the Complaint, Westinghouse and Andalay  
20 deny the allegations contained in paragraph 42 of the Complaint.

21 43. Answering paragraph 43 of the Complaint, Westinghouse and Andalay  
22 deny the allegations contained in paragraph 43 of the Complaint.

23 44. Answering paragraph 44 of the Complaint, Westinghouse and Andalay  
24 deny the allegations contained in paragraph 44 of the Complaint.

25 **PRAYER**

26 45. Westinghouse and Andalay deny that Zep is entitled to any relief on  
27 their Complaint or otherwise.  
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**GENERAL DENIALS**

46. Any and all allegations in the Complaint not expressly or otherwise responded to by Westinghouse and Andalay in this Answer are hereby denied upon information and belief.

47. As separate and affirmative defenses and objections to the Complaint, Westinghouse and Andalay further allege:

**FIRST AFFIRMATIVE DEFENSE**

48. The Complaint and its claim for relief alleged therein fails to state facts sufficient to constitute a claim upon which relief may be granted against Defendants.

**SECOND AFFIRMATIVE DEFENSE**

49. Westinghouse and Andalay have not infringed and are not infringing, either directly or indirectly, any valid or enforceable claim of the '537 Patent, either literally or under the doctrine of equivalents.

**THIRD AFFIRMATIVE DEFENSE**

50. Some or all of Zep's claims are barred by one or more of the equitable doctrines of waiver, estoppel, acquiescence, laches, and unclean hands.

**FOURTH AFFIRMATIVE DEFENSE**

51. The Complaint and the purported claim for relief therein is barred because the '537 Patent, and each claim thereof, is unenforceable due to inequitable conduct.

**FIFTH AFFIRMATIVE DEFENSE**

52. At all times herein, Westinghouse and Andalay acted in good faith.

**SIXTH AFFIRMATIVE DEFENSE**

53. As a result of Zep's own conduct, affirmative statements and admissions, as well as a result of its failure to assert timely any objection to the alleged wrongful acts attributed to Westinghouse and Andalay in the Complaint, Zep has waived any cause of action and/or claim for relief against Defendants in

1 conjunction therewith, and is thus barred or precluded from maintaining such action  
2 or obtaining any judgment or relief whatsoever against Defendants.

3 **SEVENTH AFFIRMATIVE DEFENSE**

4 54. Westinghouse and Andalay allege, on belief that further investigation  
5 and discovery will disclose facts supporting such allegations, that one or more  
6 claims of the '537 Patent are invalid and/or unenforceable.

7 **EIGHTH AFFIRMATIVE DEFENSE**

8 55. Westinghouse and Andalay allege, on belief that further investigation  
9 and discovery will disclose facts supporting such allegations, that one or more  
10 claims of the '537 Patent are invalid under 35 U.S.C. § 102.

11 **NINTH AFFIRMATIVE DEFENSE**

12 56. Westinghouse and Andalay allege, on belief that further investigation  
13 and discovery will disclose facts supporting such allegations, that one or more  
14 claims of the '537 Patent are invalid for obviousness under 35 U.S.C. § 103.

15 **TENTH AFFIRMATIVE DEFENSE**

16 57. Westinghouse and Andalay allege, on belief that further investigation  
17 and discovery will disclose facts supporting such allegations, that one or more  
18 claims of the '537 Patent are invalid for lack of enablement under 35 U.S.C. § 112.

19 **ELEVENTH AFFIRMATIVE DEFENSE**

20 58. Westinghouse and Andalay allege, on belief that further investigation  
21 and discovery will disclose facts supporting such allegations, that one or more  
22 claims of the '537 Patent are invalid for indefiniteness under 35 U.S.C. § 112.

23 **TWELFTH AFFIRMATIVE DEFENSE**

24 59. Westinghouse and Andalay allege, on belief that further investigation  
25 and discovery will disclose facts supporting such allegations, that one or more  
26 claims of the '537 Patent are invalid for failing to satisfy the written description  
27 requirements under 35 U.S.C. § 112.  
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**THIRTEENTH AFFIRMATIVE DEFENSE**

60. Westinghouse and Andalay allege, on belief that further investigation and discovery will disclose facts supporting such allegations, that one or more claims of the '537 Patent are invalid under 35 U.S.C. § 119.

**FOURTEENTH AFFIRMATIVE DEFENSE**

61. Westinghouse and Andalay allege, on belief that further investigation and discovery will disclose facts supporting such allegations, that one or more claims of the '537 Patent are invalid under 35 U.S.C. § 256.

**FIFTEENTH AFFIRMATIVE DEFENSE**

62. Zep is not entitled to any form of injunctive relief because Zep has not suffered, and will not suffer, irreparable harm because of Zep's conduct, Zep has an adequate remedy at law, and the balance of hardship and the public interest do not favor injunctive relief.

**SIXTEENTH AFFIRMATIVE DEFENSE**

63. Some or all of the damages claimed by Plaintiff are limited pursuant to 35 U.S.C. §§ 287-288.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

64. All possible affirmative defenses may not have been alleged herein insofar as sufficient facts are not available after reasonable inquiry upon the service of the Complaint. The above affirmative defenses are based upon the information presently known and available to Defendants. Westinghouse and Andalay do not precisely know all facts concerning the conduct of Zep or other parties to state all affirmative defenses at this time. Moreover, discovery in this matter may reveal additional bases for the stated or additional affirmative defenses. Westinghouse and Andalay reserve the right to seek leave of court to amend this answer to plead such additional affirmative defenses and additional bases for stated affirmative defenses should they be discovered.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Westinghouse and Andalay pray for relief as follows:

3 A. Denying all relief requested by Zep in its Complaint;

4 B. Dismissing with prejudice the Complaint, any amendments thereto,  
5 and any claims contained therein against Westinghouse and Andalay;

6 C. Entering judgment in Westinghouse and Andalay’s favor on the  
7 Complaint;

8 D. Awarding Westinghouse and Andalay their costs of suit and attorneys’  
9 fees to the extent recoverable by law;

10 E. That this case be declared an exceptional case within the meaning of  
11 35 U.S.C. § 285 and that Westinghouse and Andalay be awarded attorneys’ fees,  
12 costs, and expenses that it incurs in defending and prosecuting this action; and

13 F. Granting Westinghouse and Andalay such other and further relief as  
14 the Court deems appropriate.

15 **COUNTERCLAIMS**

16 Counterclaimants Westinghouse Solar, Inc. (“Westinghouse”) and Andalay  
17 Solar, Inc. (“Andalay”), collectively referred to as “Counterclaimants,” for their  
18 Counterclaims against Counterdefendant Zep Solar, Inc. (“Zep”), allege as follows:

19 **JURISDICTION AND VENUE**

20 1. This is an action for patent infringement arising under the patent laws  
21 of the United States, 35 U.S.C. §§ 1 et seq. This Court has jurisdiction over the  
22 subject matter of these Counterclaims pursuant to 28 U.S.C. §§ 1331 and 1338(a).

23 2. Venue for these Counterclaims is proper in this district pursuant to 28  
24 U.S.C. §§ 1391(b) and (c) and 1400(b). Moreover, venue for these Counterclaims is  
25 proper in this district because the Counterclaims arise from facts and circumstances  
26 alleged in the Complaint filed by Zep against Westinghouse and Andalay in this  
27 district.

28

**PARTIES**

1  
2 3. Westinghouse is a corporation organized and existing under the laws  
3 of the State of Delaware, with its principal place of business in Campbell,  
4 California.

5 4. Andalay is a corporation organized and existing under the laws of the  
6 State of California, with its principal place of business in Campbell, California.

7 5. Zep purports to be a corporation organized and existing under the laws  
8 of the State of California, with its principal place of business in San Raphael,  
9 California.

10 **GENERAL ALLEGATIONS**

11 6. Zep purports to be the owner of all rights, title, and interest in U.S.  
12 Patent No. 7,592,537 entitled “Method and Apparatus for Mounting Photovoltaic  
13 Modules,” issued on September 22, 2009, based upon application filed February 7,  
14 2005 (the “’537 Patent”).

15 7. Westinghouse and Andalay manufactures and sells AC-230/235 and  
16 Andalay Groove products.

17 8. Westinghouse and Andalay do not infringe, either directly or  
18 indirectly, any valid and enforceable claim of the ’537 Patent and Westinghouse  
19 and Andalay are not liable for any infringement thereof to Zep.

20 **FIRST CLAIM FOR RELIEF**

21 (Declaratory Judgment re Non-Infringement of U.S. Patent No. 7,592,537)

22 9. Westinghouse and Andalay hereby reallege and incorporate by  
23 reference paragraphs 1 through 8 of the Counterclaims as though fully set forth  
24 herein.

25 10. Westinghouse and Andalay do not infringe and have not infringed,  
26 directly, indirectly, literally, or under the doctrine of equivalents, any valid and  
27 enforceable claim of the ’537 Patent under any theory.  
28

1 11. An actual and justiciable controversy exists within the meaning of  
2 28 U.S.C. § 2201(a) between the Counterclaimants and Zep as to, among other  
3 things, whether Westinghouse and Andalay infringed the '537 Patent.

4 12. Westinghouse and Andalay seek a declaratory judgment pursuant to  
5 28 U.S.C. §§ 2201 and 2202 that Westinghouse and Andalay do not infringe and  
6 have not infringed, directly or indirectly, any valid and enforceable claim of the  
7 '537 Patent.

8 **SECOND CLAIM FOR RELIEF**

9 (Declaratory Judgment re Invalidity and/or Unenforceability of the '537 Patent)

10 13. Westinghouse and Andalay hereby reallege and incorporate by  
11 reference paragraphs 1 through 12 of the Counterclaims as though fully set forth  
12 herein.

13 14. An actual and justiciable controversy exists within the meaning of  
14 28 U.S.C. § 2201(a) between the Counterclaimants and Zep as to, among other  
15 things, as to whether Westinghouse and Andalay infringed the '537 Patent and  
16 whether the '537 Patent is invalid and/or unenforceable.

17 15. The '537 Patent is invalid and/or unenforceable for failing to meet the  
18 conditions for patentability including but not limited to those specified in 35 U.S.C.  
19 §§ 1 et seq., including 35 U.S.C. §§ 102, 103, 112, 119, 256 and 37 C.F.R. § 1.56.

20 16. Westinghouse and Andalay seek a declaratory judgment pursuant to  
21 28 U.S.C. §§ 2201 and 2202 that the '537 Patent is invalid and/or unenforceable  
22 and thus cannot be asserted against Westinghouse and Andalay.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Westinghouse and Andalay pray for judgment against Zep as  
25 follows:

26 A. Dismissal of the Complaint, with prejudice, granting Westinghouse  
27 and Andalay's affirmative defenses, and denying each request for relief made by  
28 Zep.

- B. A declaration in favor of Westinghouse and Andalay that:
  - (i) the '537 Patent is not infringed by Westinghouse or Andalay;
  - (ii) the '537 Patent is invalid and unenforceable; and

C. An award to Westinghouse and Andalay of compensatory damages on its counterclaims according to proof at trial;

D. That this case be declared an exceptional case within the meaning of 35 U.S.C. § 285 and that Westinghouse and Andalay be awarded attorneys' fees, costs, and expenses that they incur in defending and prosecuting this action; and

E. Such other and further relief this Court deems just and proper.

Dated: January 25, 2012

SNELL & WILMER L.L.P.

By: s/Deborah S. Mallgrave

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 Deborah S. Mallgrave  
 Harsh Parikh  
 Attorneys for Defendants Westinghouse  
 Solar, Inc. and Andalay Solar, Inc.

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**JURY DEMAND**

Westinghouse and Andalay demand a jury trial as to all issues so triable.

Dated: January 25, 2012

SNELL & WILMER L.L.P.

By: s/Deborah S. Mallgrave

J. Rick Taché

Deborah S. Mallgrave

Harsh Parikh

Attorneys for Defendants Westinghouse  
Solar, Inc. and Andalay Solar, Inc.

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1 **Zep Solar Inc. v. Westinghouse Solar, Inc.**  
2 **US District Court, Northern District of CA, Case No. CV11-06493 JSW**

3 **CERTIFICATE OF SERVICE**

4 I hereby certify that on January 25, 2012, I electronically filed the document  
5 described as **ANSWER TO COMPLAINT FOR INFRINGEMENT AND**  
6 **COUNTERCLAIMS BY DEFENDANTS WESTINGHOUSE SOLAR, INC.**  
7 **AND ANDALAY SOLAR, INC.** with the Clerk of the Court using the CM/ECF  
8 System which will send notification of such filing to the following:

9 Roderick M. Thompson  
10 Jeffrey M. Fisher  
11 Deepak Gupta  
12 Farella Braun & Martel LLP  
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16  
17  
18 Dated: January 25, 2012

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19  
20  
21 By: s/Deborah S. Mallgrave

22 J. Rick Taché  
23 Deborah S. Mallgrave  
24 Attorneys for Defendants  
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