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13 Attorneys for Plaintiff  
 14 ENPHASE ENERGY, INC.

15 UNITED STATES DISTRICT COURT  
 16 NORTHERN DISTRICT OF CALIFORNIA

17 ENPHASE ENERGY, INC.,  
 18 a Delaware corporation,

19 Plaintiff,

20 v.

21 SOLARBRIDGE TECHNOLOGIES,  
 22 INC.,  
 23 a Delaware corporation,

24 Defendant.

Case No. 5:14-cv-04553

**COMPLAINT FOR PATENT  
 INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

1 Plaintiff ENPHASE ENERGY, INC. (“Enphase”) alleges as follows:

2 **PARTIES**

3 1. Plaintiff Enphase is a Delaware corporation with its principal place of business at  
4 1420 N. McDowell Boulevard, Petaluma, CA 94954-6515. Enphase is qualified and duly  
5 authorized to conduct business in the State of California.

6 2. On information and belief, Defendant SolarBridge Technologies, Inc.  
7 (“SolarBridge”) is a Delaware corporation doing business in this judicial district, and has a  
8 principal place of business at 9229 Waterford Centre Boulevard, Suite 110, Austin, TX 78758.

9 **JURISDICTION AND VENUE**

10 3. This is a civil action arising under the patent laws of the United States, 35 U.S.C.  
11 §§ 1 *et seq.* This Court has jurisdiction over the subject matter of this action pursuant to  
12 28 U.S.C. § 1331 and 1338(a).

13 4. Personal jurisdiction as to SolarBridge is proper in the State of California and in  
14 this judicial district. On information and belief, SolarBridge maintains regular and ongoing  
15 business activity in this State and in this judicial district, at least through its commercial  
16 relationship and sales transactions with customers in this judicial district, and therefore has  
17 sufficient contacts with the State of California to satisfy the requirements of due process and Rule  
18 4(k)(2) of the Federal Rules of Civil Procedure. On information and belief, in July 2014,  
19 SolarBridge provided training and product briefing at a solar industry conference, Intersolar  
20 North America 2014, which took place in San Francisco, California. SolarBridge offered to sell  
21 microinverters for use with solar panels, and on information and belief, has sold microinverters to  
22 the public in Northern California. In addition, on further information and belief, SolarBridge  
23 imported or imports microinverters into the United States. Defendants have purposefully availed  
24 themselves of jurisdiction by committing and continuing to commit acts of patent infringement in  
25 this Judicial District, the State of California, and elsewhere in the United States.

26 5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)-(d) and  
27 1400(b).

28

**INTRADISTRICT ASSIGNMENT**

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2           6.       Under Civil L. R. 3-2(c), this action shall be assigned on a district-wide basis,  
3 notwithstanding the fact that a substantial part of the events that give rise to the claims alleged  
4 herein occurred in this judicial district.

**PATENTS-IN-SUIT**

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6           7.       Enphase is the sole owner of U.S. Patent No. 8,035,257 (the “257 patent”), issued  
7 on October 11, 2011, titled “Method and Apparatus for Improved Burst Mode During Power  
8 Conversion.” A true and correct copy of the ‘257 patent is attached as Exhibit A.

9           8.       Enphase is the sole owner of U.S. Patent No. 7,986,122 (the “122 patent”), issued  
10 on July 26, 2011, titled “Method and Apparatus for Power Conversion with Maximum Power  
11 Point Tracking and Burst Mode Capability.” A true and correct copy of the ‘122 patent is  
12 attached to this Complaint as Exhibit B.

13           9.       Enphase is the sole owner of U.S. Patent No. 7,768,155 (the “155 patent”), issued  
14 on August 3, 2010, titled “Method and Apparatus for Improved Burst Mode During Power  
15 Conversion.” A true and correct copy of the ‘155 patent is attached to this Complaint as  
16 Exhibit C.

17           10.      Enphase is the sole owner of U.S. Patent No. 5,951,785 C1 (the “785 patent”),  
18 reexamination certificate issued on November 16, 2012, titled “Photo-Voltaic Apparatus.” The  
19 ‘785 patent was assigned to Enphase on July 23, 2014. A true and correct copy of the ‘785 patent  
20 is attached to this Complaint as Exhibit D.

21           11.      The ‘257 patent, ‘155 patent, ‘122 patent, and the ‘785 patent are referred to  
22 collectively herein as the “Patents-In-Suit.”

**ENPHASE’S SOLAR POWER CONVERSION TECHNOLOGY**

23  
24           12.      Solar panels, or photovoltaic (“PV”) modules, convert energy received from  
25 sunlight into direct current (“DC”) electricity. Inverters play a crucial role in any solar energy  
26 system by converting DC current into grid-compliant alternating current (“AC”), the standard  
27 used by all commercial appliances, for use by consumers or for feeding back into the utility grid  
28 for use by others.



1 not limited to: (i) a “burst mode” that employs “maximum power point tracking,” to obtain  
2 efficient power conversion, and (ii) a physical layout of the microinverter with respect to an  
3 associated PV module that permits air flow there between.

4 16. Upon information and belief, SolarBridge sells the Accused Products to at least  
5 one customer located within this judicial district.

6 **FIRST CLAIM FOR RELIEF**

7 **(Infringement of U.S. Patent No. 8,035,257)**

8 17. Enphase realleges and incorporates by reference the allegations stated in  
9 paragraphs 1 through 16 of this Complaint.

10 18. SolarBridge, by engaging in the unauthorized manufacture (or causing to be  
11 manufactured), importation, use, sale and/or offer for sale of the Accused Products that are  
12 covered by one or more of the claims of the ‘257 patent, has committed acts of direct  
13 infringement of one or more claims of the ‘257 patent. These acts constitute violations of 35  
14 U.S.C. § 271.

15 19. SolarBridge has committed acts of contributory and/or inducement of infringement  
16 of one or more claims of the ‘257 patent by selling, supporting, and/or encouraging infringing  
17 methods of use of the Accused Products to third parties, including but not limited to customers  
18 and end-users. Such microinverters are not staple articles or commodities suitable for non-  
19 infringing uses. These acts constitute violations of 35 U.S.C. § 271.

20 20. On information and belief, SolarBridge’s infringement of the ‘257 patent has been  
21 willful and deliberate. SolarBridge is very familiar with Enphase and its revolutionary  
22 microinverter technology and, on information and belief, has knowledge of the ‘257 patent.  
23 Despite this knowledge, SolarBridge has continued to directly and indirectly infringe one or more  
24 claims of the ‘257 patent, entitling Enphase to increased damages under 35 U.S.C. § 284 and to  
25 attorneys’ fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

26 21. Such infringement has injured and damaged Enphase. Unless enjoined by this  
27 Court, SolarBridge will continue its infringement, irreparably injuring Enphase.

28 22. As a direct and proximate result of SolarBridge’s infringement of the ‘257 patent,

1 Enphase has been damaged in an amount yet to be determined.

2 **SECOND CLAIM FOR RELIEF**

3 **(Infringement of U.S. Patent No. 7,986,122)**

4 23. Enphase realleges and incorporates by reference the allegations stated in  
5 paragraphs 1 through 22 of this Complaint.

6 24. SolarBridge, by engaging in the unauthorized manufacture (or causing to be  
7 manufactured), importation, use, sale and/or offer for sale of the Accused Products that are  
8 covered by one or more of the claims of the '122 patent, has committed acts of direct  
9 infringement of one or more claims of the '122 patent. These acts constitute violations of 35  
10 U.S.C. § 271.

11 25. SolarBridge has committed acts of contributory and/or inducement of infringement  
12 of one or more claims of the '122 patent by selling, supporting, and/or encouraging the infringing  
13 use of the Accused Products to third parties. Such microinverters are not staple articles or  
14 commodities suitable for non-infringing uses. These acts constitute violations of 35 U.S.C. §  
15 271.

16 26. On information and belief, SolarBridge's infringement of the '122 patent is, has  
17 been, and continues to be willful and deliberate. SolarBridge is very familiar with Enphase and  
18 its revolutionary microinverter technology and, on information and belief, has knowledge of the  
19 '122 patent. Despite this knowledge, SolarBridge has continued to directly and indirectly infringe  
20 one or more claims of the '122 patent, entitling Enphase to increased damages under 35 U.S.C. §  
21 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

22 27. Such infringement has injured and damaged Enphase. Unless enjoined by this  
23 Court, SolarBridge will continue its infringement, irreparably injuring Enphase.

24 28. As a direct and proximate result of SolarBridge's infringement of the '122 patent,  
25 Enphase has been and continues to be damaged in an amount yet to be determined.

26 **THIRD CLAIM FOR RELIEF**

27 **(Infringement of U.S. Patent No. 7,768,155)**

28 29. Enphase realleges and incorporates by reference the allegations stated in

1 paragraphs 1 through 28 of this Complaint.

2 30. SolarBridge, by engaging in the unauthorized manufacture (or causing to be  
3 manufactured), importation, use, sale and/or offer for sale of the Accused Products that are  
4 covered by one or more of the claims of the '155 patent, has committed acts of direct  
5 infringement of one or more claims of the '155 patent. These acts constitute violations of 35  
6 U.S.C. § 271.

7 31. SolarBridge has committed acts of contributory and/or inducement of infringement  
8 of one or more claims of the '155 patent by selling, supporting, and/or encouraging the infringing  
9 use of the Accused Products to third parties. Such microinverters are not staple articles or  
10 commodities suitable for non-infringing uses. These acts constitute violations of 35 U.S.C. §  
11 271.

12 32. On information and belief, SolarBridge's infringement of the '155 patent is, has  
13 been, and continues to be willful and deliberate. SolarBridge is very familiar with Enphase and  
14 its revolutionary microinverter technology and, on information and belief, has knowledge of the  
15 '155 patent. Despite this knowledge, SolarBridge has continued to directly and indirectly infringe  
16 one or more claims of the '155 patent, entitling Enphase to increased damages under 35 U.S.C. §  
17 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

18 33. Such infringement has injured and damaged Enphase. Unless enjoined by this  
19 Court, SolarBridge will continue its infringement, irreparably injuring Enphase.

20 34. As a direct and proximate result of SolarBridge's infringement of the '155 patent,  
21 Enphase has been and continues to be damaged in an amount yet to be determined.

#### 22 **FOURTH CLAIM FOR RELIEF**

#### 23 **(Infringement of U.S. Patent No. 5,951,785 C1)**

24 35. Enphase realleges and incorporates by reference the allegations stated in  
25 paragraphs 1 through 34 of this Complaint.

26 36. SolarBridge, by engaging in the unauthorized manufacture (or causing to be  
27 manufactured), importation, use, sale and/or offer for sale of the Accused Products that are  
28 covered by one or more of the claims of the '785 patent, has committed acts of direct

1 infringement of one or more claims of the '785 patent. These acts constitute violations of 35  
2 U.S.C. § 271.

3 37. SolarBridge has committed acts of contributory and/or inducement of infringement  
4 of one or more claims of the '785 patent by selling, supporting, and/or encouraging the infringing  
5 use of the Accused Products to third parties. Such microinverters are not staple articles or  
6 commodities suitable for non-infringing uses. These acts constitute violations of 35 U.S.C. §  
7 271.

8 38. On information and belief, SolarBridge's infringement of the '785 patent is, has  
9 been, and continues to be willful and deliberate. SolarBridge is very familiar with Enphase and  
10 its revolutionary microinverter technology and, on information and belief, has knowledge of the  
11 '785 patent. Despite this knowledge, SolarBridge has continued to directly and indirectly infringe  
12 one or more claims of the '785 patent, entitling Enphase to increased damages under 35 U.S.C. §  
13 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

14 39. Such infringement has injured and damaged Enphase. Unless enjoined by this  
15 Court, SolarBridge will continue its infringement, irreparably injuring Enphase.

16 40. As a direct and proximate result of SolarBridge's infringement of the '785 patent,  
17 Enphase has been and continues to be damaged in an amount yet to be determined.

### 18 **PRAYER FOR RELIEF**

19 WHEREFORE, Enphase prays that this Court enter judgment as follows:

- 20 (A) Adjudicating and declaring that SolarBridge has infringed, actively induced  
21 infringement of, and/or contributorily infringed the Patents-In-Suit;
- 22 (B) Preliminarily and permanently enjoining SolarBridge, its officers, agents, servants,  
23 employees, attorneys and all persons in active concert or participation with it from  
24 further infringement of the Patents-In-Suit or, to the extent not so enjoined,  
25 ordering SolarBridge to pay compulsory ongoing royalties for any continuing  
26 infringement of the Patents-In-Suit;
- 27 (C) Ordering that SolarBridge account, and pay actual damages (but no less than a  
28 reasonable royalty), to Enphase for SolarBridge's infringement of the Patents-in-



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Suit;

- (D) Declaring that SolarBridge willfully infringed one or more of the Patents-in-Suit and ordering that SolarBridge pay treble damages to Enphase as provided by 35 U.S.C. § 284;
- (E) Ordering that SolarBridge pay Enphase’s costs, expenses, and interest, including prejudgment interest, as provided for by 35 U.S.C. § 284;
- (F) Declaring that this is an exceptional case and awarding Enphase its attorneys’ fees and expenses as provided for by 35 U.S.C. § 285;
- (G) Granting Enphase such other and further relief as the Court deems just and appropriate, or that Enphase may be entitled to as a matter of law or equity.

Respectfully submitted,

Dated: October 10, 2014

MORGAN, LEWIS & BOCKIUS LLP

By /s/ Michael J. Lyons  
 Michael J. Lyons  
 Attorneys for Plaintiff  
 Enphase Energy, Inc.

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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38, Enphase hereby requests a trial by jury.

Respectfully submitted,

Dated: October 10, 2014

MORGAN, LEWIS & BOCKIUS LLP

By /s/ Michael J. Lyons  
Michael J. Lyons  
Attorneys for Plaintiff  
Enphase Energy, Inc.