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11
12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

14 Rillito River Solar LLC dba EcoFasten Solar,
15 an Arizona limited liability company,

16 Plaintiff,

17 v.

18 Bamboo Industries LLC dba SolarHooks, a
19 Delaware limited liability company,

20 Defendant.

Case No.

COMPLAINT

(Jury Trial Demanded)

21 Plaintiff Rillito River Solar LLC, doing business as EcoFasten Solar
22 (“EcoFasten”), for its complaint against defendant Bamboo Industries LLC, doing
23 business as SolarHooks (“SolarHooks”), alleges as follows:

24 **NATURE OF THE ACTION**

25 This is a patent infringement action. EcoFasten and SolarHooks manufacture and
26 market roof mounts for solar panels. In the relatively new residential solar panel market,
27 Plaintiff EcoFasten is the market leader. EcoFasten has developed unique, novel, and
28 innovative inventions that allow solar panels to be installed on roofs while avoiding roof
leaks and roof degradation that are associated with other solar panel roof mounts.

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1 EcoFasten holds U.S. Patents, issued as early as 2003, protecting its roof mount
2 inventions.

3 Defendant SolarHooks is counterfeiting EcoFasten's patented designs, infringing
4 at least three of EcoFasten's patents by making, using, selling, and offering to sell roof
5 mounts that misappropriate EcoFasten's novel and innovative patented inventions.
6 EcoFasten brings this action to enjoin SolarHooks from infringing its patents and to
7 recover damages adequate to compensate for infringement, including but not limited to a
8 reasonable royalty.

9 **JURISDICTION**

10 1. This Court has subject matter jurisdiction over EcoFasten's claims under 28
11 U.S.C. §§ 1331 and 1338(a) because this action is for patent infringement and arises
12 under the patent laws of the United States, Title 35, Sections 271 *et seq.* of the United
13 States Code.

14 2. Upon information and belief, SolarHooks ships and sells products in
15 Sacramento County, California.

16 3. As a result of this activity and SolarHooks' corporate residence in California,
17 this Court has personal jurisdiction over SolarHooks.

18 4. Venue is proper in this district under 28 U.S.C. § 1391(b)-(c) because a
19 substantial part of the events or omissions giving rise to EcoFasten's claims occurred in
20 this District.

21 **PARTIES**

22 5. EcoFasten is an Arizona limited liability company with its principal place of
23 business in Maricopa County, Arizona.

24 6. Upon information and belief, SolarHooks is a Delaware limited liability
25 company with its principal place of business in Sacramento County, California.

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FACTS

EcoFasten’s principal invents novel roof mounts for snow guards and solar panels.

7. In the 1990s, Brian C. Stearns was a roofer specializing in slate roofs, working primarily in New England.

8. Mr. Stearns frequently installed snow guards on roofs to prevent snow from falling off roofs in large quantities, which can cause property damage and personal injury.

9. Installation of snow guards typically involves drilling holes in the roof in order to mount the guard. Holes naturally increase a roof’s susceptibility to leaks.

10. Mr. Stearns observed a need for a new kind of roof mount that would be substantially leak proof. He began experimenting with and implementing possible solutions.

11. Ultimately, Mr. Stearns (along with other inventors) developed various unique leak-proof roof mounts. One of Mr. Stearns’s inventions (with co-inventor Douglas Lounsbury) includes in relevant part (but is not limited to): a roof mounting system comprising: (1) a roof bracket defining a bracket aperture, the bracket aperture having a generally frustoconical shape; (2) a flashing defining a flashing aperture extending therethrough; (3) a seal having a generally frustoconical shape and defining a seal aperture extending therethrough; and (4) a fastener sized to extend through the bracket aperture, the flashing aperture and the seal aperture to couple the roof bracket, flashing and seal to a roof surface, the fastener positioned to press the roof bracket into abutment with the flashing and the seal to inhibit flow of fluid through at least one of the bracket aperture, the flashing aperture and the seal aperture.

12. Mr. Stearns and Mr. Lounsbury’s invention is described in the duly and legally issued U.S. Patent No. 8,153,700 (the “’700 Patent”).

13. The ’700 Patent has been validly assigned to EcoFasten.

14. Mr. Stearns (with co-inventor Alexander Bornemann) invented other roof mounts. One of these inventions includes in relevant part (but is not limited to): a mount assembly mounting a structure to a roof, the roof including a top surface, the mount

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1 assembly comprising: (1) a base coupled to the top surface of the roof; (2) a block
2 coupled to the base and having an upper surface; (3) a flashing including an embossed
3 portion adjacent the upper surface of the block and an aperture positioned on the
4 embossed portion; (4) a bracket including a first portion and a second portion, the first
5 portion having an opening aligned with the aperture and a countersink extending around
6 the opening, the second portion extending away from the flashing, the second portion
7 including a slot configured to be coupled to the structure; (5) a fastener extending through
8 the aperture and through the opening of the bracket; and (6) a seal extending around the
9 aperture and positioned between the flashing and the first portion of the bracket, the seal
10 engaging the countersink of the bracket and being compressed against the flashing.

11 15. Mr. Stearns and Mr. Bornemann’s invention is described in the duly and
12 legally issued U.S. Patent No. 9,134,044 (the “’044 Patent”).

13 16. The ’044 Patent has been validly assigned to EcoFasten.

14 17. Another one of these inventions includes in relevant part (but is not limited
15 to): a mount assembly for mounting a structure to a roof, the roof including a top surface,
16 the mount assembly comprising: (1) a base coupled to the top surface of the roof; (2) a
17 block coupled to the base and having an upper surface; (3) a flashing including an
18 embossed portion adjacent the upper surface of the block and an first aperture positioned
19 on the embossed portion; (4) a bracket including a first portion and a second portion, the
20 first portion having an opening aligned with the first aperture, the second portion
21 extending away from the flashing, the second portion including a second aperture
22 configured to be coupled to the structure; (5) a fastener extending through the first
23 aperture and through the opening of the bracket; and (6) a seal extending around the first
24 aperture and positioned between the flashing and the first portion of the bracket, the seal
25 engaging the bracket adjacent the opening and being compressed against the flashing.

26 18. Mr. Stearns and Mr. Bornemann’s invention is described in the duly and
27 legally issued U.S. Patent No. 9,447,988 (the “’988 Patent,” and together with the ’700
28 Patent and the ’044 Patent, the “EcoFasten Patents”).

1 19. The '988 Patent has been validly assigned to EcoFasten.

2 **SolarHooks infringes the EcoFasten Patents.**

3 20. SolarHooks is a competitor of EcoFasten.

4 21. Until recently, V3 Electric & Solar was a customer of EcoFasten, selling
5 EcoFasten products in conjunction with its other products and services.

6 22. V3 Electric & Solar now purchases products from SolarHooks.

7 23. SolarHooks maintains a website featuring illustrations of SolarHooks'
8 products that appear identical, or nearly identical, to EcoFasten products formerly
9 purchased by V3 Electric & Solar.

10 24. Among SolarHooks' products is the Composition Flashing Kit.

11 25. The Composition Flashing Kit is apparently identical to EcoFasten's
12 GreenFasten™ GF1 and uses all of the same elements as the apparatus patented in the
13 '700 Patent, including (but not limited to) the fact that it is a roof mounting system
14 comprising: (1) a roof bracket defining a bracket aperture, the bracket aperture having a
15 generally frustoconical shape; (2) a flashing defining a flashing aperture extending
16 therethrough; (3) a seal having a generally frustoconical shape and defining a seal
17 aperture extending therethrough; and (4) a fastener sized to extend through the bracket
18 aperture, the flashing aperture and the seal aperture to couple the roof bracket, flashing
19 and seal to a roof surface, the fastener positioned to press the roof bracket into abutment
20 with the flashing and the seal to inhibit flow of fluid through at least one of the bracket
21 aperture, the flashing aperture and the seal aperture.

22 26. Also among SolarHooks' products are the W Tile Replacement System, the S
23 Tile Replacement System, and the Flat Tile Replacement System (the "Tile Replacement
24 System Products").

25 27. The Tile Replacement System Products have substantially identical
26 components but different flashing profiles.

27 28. The Tile Replacement System Products are apparently identical to
28 EcoFasten's Tile Flashing System (available in flat, W, and S flashing profiles) uses all

1 of the same elements as the apparatus patented in the '044 Patent, including (but not
2 limited to) the fact that it is a mount assembly mounting a structure to a roof, the roof
3 including a top surface, the mount assembly comprising: (1) a base coupled to the top
4 surface of the roof; (2) a block coupled to the base and having an upper surface; (3) a
5 flashing including an embossed portion adjacent the upper surface of the block and an
6 aperture positioned on the embossed portion; (4) a bracket including a first portion and a
7 second portion, the first portion having an opening aligned with the aperture and a
8 countersink extending around the opening, the second portion extending away from the
9 flashing, the second portion including a slot configured to be coupled to the structure; (5)
10 a fastener extending through the aperture and through the opening of the bracket; and (6)
11 a seal extending around the aperture and positioned between the flashing and the first
12 portion of the bracket, the seal engaging the countersink of the bracket and being
13 compressed against the flashing.

14 29. The Tile Replacement System Products also use all of the same elements as
15 the apparatus patented in the '988 Patent, including (but not limited to) the fact that it is a
16 mount assembly for mounting a structure to a roof, the roof including a top surface, the
17 mount assembly comprising: (1) a base coupled to the top surface of the roof; (2) a block
18 coupled to the base and having an upper surface; (3) a flashing including an embossed
19 portion adjacent the upper surface of the block and an first aperture positioned on the
20 embossed portion; (4) a bracket including a first portion and a second portion, the first
21 portion having an opening aligned with the first aperture, the second portion extending
22 away from the flashing, the second portion including a second aperture configured to be
23 coupled to the structure; (5) a fastener extending through the first aperture and through
24 the opening of the bracket; and (6) a seal extending around the first aperture and
25 positioned between the flashing and the first portion of the bracket, the seal engaging the
26 bracket adjacent the opening and being compressed against the flashing.

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COUNT ONE: INFRINGEMENT OF THE '700 PATENT

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2 30. EcoFasten incorporates by reference the previous allegations in the
3 complaint.

4 31. The '700 Patent is valid and enforceable.

5 32. SolarHooks has, without authority, consent, right, or license, and in direct
6 infringement of the '700 Patent, made, used, offered for sale, and/or sold apparatus
7 protected by the '700 Patent.

8 33. EcoFasten has no adequate remedy at law for the harm caused by
9 SolarHooks' acts.

10 34. EcoFasten has suffered monetary damages in an amount to be proven at trial.

11 35. EcoFasten is entitled to an accounting by SolarHooks of funds comprising all
12 revenues received through the commercial exploitation of its infringing products, the
13 imposition of a constructive trust for the benefit of EcoFasten for all such funds in the
14 custody or control of SolarHooks, the assessment of a reasonable royalty for SolarHooks'
15 use of EcoFasten's invention, and to all other damages to which EcoFasten may be
16 entitled.

COUNT TWO: INFRINGEMENT OF THE '044 PATENT

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18 36. EcoFasten incorporates by reference the previous allegations in the
19 complaint.

20 37. The '044 Patent is valid and enforceable.

21 38. SolarHooks has, without authority, consent, right, or license, and in direct
22 infringement of the '044 Patent, made, used, offered for sale, and/or sold apparatus
23 protected by the '044 Patent.

24 39. EcoFasten has no adequate remedy at law for the harm caused by
25 SolarHooks' acts.

26 40. EcoFasten has suffered monetary damages in an amount to be proven at trial.

27 41. EcoFasten is entitled to an accounting by SolarHooks of funds comprising all
28 revenues received through the commercial exploitation of its infringing products, the

1 imposition of a constructive trust for the benefit of EcoFasten for all such funds in the
2 custody or control of SolarHooks, the assessment of a reasonable royalty for SolarHooks'
3 use of EcoFasten's invention, and to all other damages to which EcoFasten may be
4 entitled.

5 **COUNT THREE: INFRINGEMENT OF THE '988 PATENT**

6 42. EcoFasten incorporates by reference the previous allegations in the
7 complaint.

8 43. The '988 Patent is valid and enforceable.

9 44. SolarHooks has, without authority, consent, right, or license, and in direct
10 infringement of the '988 Patent, made, used, offered for sale, and/or sold apparatus
11 protected by the '988 Patent.

12 45. EcoFasten has no adequate remedy at law for the harm caused by
13 SolarHooks' acts.

14 46. EcoFasten has suffered monetary damages in an amount to be proven at trial.

15 47. EcoFasten is entitled to an accounting by SolarHooks of funds comprising all
16 revenues received through the commercial exploitation of its infringing products, the
17 imposition of a constructive trust for the benefit of EcoFasten for all such funds in the
18 custody or control of SolarHooks, the assessment of a reasonable royalty for SolarHooks'
19 use of EcoFasten's invention, and to all other damages to which EcoFasten may be
20 entitled.

21 **JURY DEMAND**

22 EcoFasten requests a trial by jury on all issues so triable.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, EcoFasten prays for relief and judgment against SolarHooks, as
25 follows:

26 A. For a judicial determination and a declaration that the EcoFasten Patents are
27 valid and enforceable;

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1 B. For a preliminary and then permanent injunction issued against SolarHooks,
2 its agents, officers, directors, employees, attorneys, successors, and assigns, all parent and
3 subsidiary entities, and all those acting for or on the behalf of SolarHooks, or in active
4 concert, participation, or combination with them, including customers and distributors,
5 prohibiting SolarHooks from:

- 6 i. Continuing acts of infringement of the EcoFasten Patents;
- 7 ii. Making, using, selling, and/or importing infringing products, to
8 include any colorable imitation thereof; and
- 9 iii. Otherwise infringing up the EcoFasten Patents;

10 C. A judicial determination and a declaration that SolarHooks has infringed the
11 EcoFasten Patents under 35 U.S.C. § 271, and final judgment incorporating the same;

12 D. That an Order issue from this Court requiring SolarHooks, its officers,
13 agents, servants and employees, to deliver up to this Court for destruction all articles and
14 materials infringing upon the EcoFasten Patents and all materials for reproducing such
15 infringing products;

16 E. That SolarHooks be required to file with the Court within thirty (30) days
17 after entry of an injunctive order or final judgment a written statement under oath setting
18 forth the manner in which SolarHooks has complied with the order or final judgment;

19 F. Directing SolarHooks to account for, and awarding to EcoFasten, all gains
20 and profits realized through, and damages caused by, SolarHooks' manufacture,
21 production, distribution, circulation, sale, offering for sale, advertising, promotion or
22 display of its products infringing upon the EcoFasten Patents, and SolarHooks' total
23 profit realized thereby;

24 G. Awarding EcoFasten its damages sustained due to SolarHooks' infringement
25 of the EcoFasten Patents;

26 H. In the alternative, that a reasonable royalty for SolarHooks' infringement be
27 awarded to EcoFasten pursuant to 35 U.S.C. § 284;

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1 I. That, due to the brazenness of SolarHooks' infringement, SolarHooks be
2 ordered to pay EcoFasten's reasonable attorneys' fees and experts' fees pursuant to 35
3 U.S.C. § 285;

4 J. An award of the costs of this action, including pre- and post-judgment
5 interest, pursuant to 35 U.S.C. § 284; and

6 K. For such other and further relief as this Court deems necessary, just and
7 proper under the circumstances.

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9 DATED this 26th day of January, 2017.

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11 KERCSMAR & FELTUS PLLC

12 By: /s/ Eric B. Hull, Esquire

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