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11 Attorneys for Plaintiff ORION ENERGY  
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13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 ORION ENERGY SYSTEMS, INC., ) Case No. \_\_\_\_\_  
16 )  
Plaintiff, ) **COMPLAINT**  
17 )  
vs. )  
18 )  
GREEN CREATIVE LLC, )  
19 )  
Defendant. )  
20 )  
21 )

22 Orion Energy Systems, Inc. (“Orion”), by and for its Complaint against Defendant Green  
23 Creative LLC (“Green Creative”) alleges to the Court as follows:

24 **PARTIES**

- 25 1. Orion is a company organized and existing under the laws of the State of  
26 Wisconsin, with a principal place of business located at 2210 Woodland Drive, Manitowoc, Wisconsin  
27 54220.  
28 2. Orion is informed and believes that Green Creative LLC is a corporation organized

1 under the laws of the State of California, with a principal place of business located at 1200 Bayhill  
2 Drive, Suite 220, San Bruno, California 94066. Upon information and belief, San Bruno is the U.S.  
3 Headquarters for Green Creative.

4 **JURISDICTION AND VENUE**

5 3. This is an action for patent infringement arising out of the unauthorized manufacture,  
6 offering for sale, and selling of certain troffer retrofit kits in violation of Orion’s patent rights. Because  
7 this is an action for infringement under the patent laws, 35 U.S.C. § 271, *et seq.*, of the United States,  
8 this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

9 4. This Court has personal jurisdiction over Green Creative in that, upon information and  
10 belief, Green Creative is incorporated and conducts systematic business activities as well as has  
11 committed infringing acts within this District. More specifically, upon information and belief, Green  
12 Creative has marketed, promoted, offered for sale, and sold certain infringing troffer retrofit kits in  
13 this District in direct competition with Orion.

14 5. Venue properly lies in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) and  
15 1400(b) because Green Creative resides within this District.

16 **COUNT I**

17 **INFRINGEMENT OF U.S. PATENT NO. 9,206,948**

18 6. Orion repeats and realleges each and every allegation contained in paragraphs 1–5,  
19 inclusive, as though fully set forth herein.

20 7. Orion is the assignee and owner of U.S. Patent No. 9,206,948 (“the ’948 patent”).

21 8. The ’948 patent, entitled “Troffer Light Fixture Retrofit Systems and Methods,” was  
22 duly and legally issued by the United States Patent and Trademark Office on December 8, 2015. A  
23 true and correct copy of the ’948 patent is attached hereto as Exhibit A.

24 9. The ’948 patent is valid and enforceable.

25 10. Without permission or authorization from Orion and in violation of 35 U.S.C. § 271(a),  
26 Green Creative has manufactured, offered for sale, and sold and may be continuing to manufacture,  
27 offer for sale, and sell in this District and elsewhere in the United States, certain troffer retrofit kits,  
28 including, but not limited to the 2X2’ and 2X4’ “LED Troffer Retrofit Kits” shown in the photograph

1 of a product sample in Orion's possession and materials taken from GC's website, www.gc-  
2 lighting.com, attached hereto as Exhibit B, and similarly configured retrofit kits (collectively,  
3 "Products-in-Suit") that infringe at least claims 1-5, 7, 8, 10-14, and 17-20 of the '948 patent.

4 11. To the extent that any marking or notice was required by 35 U.S.C. § 287, Orion has  
5 complied with the requirements of that statute by providing actual and/or constructive notice to Green  
6 Creative of its infringement of the '948 patent. After becoming aware of Green Creative's infringing  
7 activities, Orion, by way of its counsel, delivered a cease and desist letter to Green Creative, on or  
8 around April 20, 2016, alerting Green Creative to Orion's rights in the '948 patent and the inventions  
9 protected therein. Notwithstanding Orion's cease and desist letter, Green Creative continued to  
10 advertise, offer to sell, and sell the Products-in-Suit.

11 12. Green Creative's infringement of the '948 patent has been willful and deliberate.

12 13. Green Creative's conduct has caused and will continue to cause Orion substantial  
13 damage, including irreparable harm, for which Orion has no adequate remedy at law, unless and until  
14 Green Creative is enjoined from infringing the '948 patent.

15 **PRAYER FOR RELIEF**

16 Wherefore, Orion respectfully prays for entry of a judgment:

17 A. That Green Creative has infringed the '948 patent;

18 B. That Green Creative and its respective agents, servants, officers, directors, employees  
19 and all persons in privity or active concert or participation with it, directly or indirectly, be  
20 preliminarily and permanently enjoined from infringing the '948 patent;

21 C. That Green Creative be ordered to account for and pay to Orion damages adequate to  
22 compensate for its infringement of the '948 patent, including lost profits and/or no less than a  
23 reasonable royalty;

24 D. That a post-judgment equitable accounting of damages be ordered for the period of  
25 infringement of the '948 patent following the period of damages established by Orion at trial;

26 E. That damages be trebled for the willful, deliberate, and intentional infringement by  
27 Green Creative as alleged herein in accordance with 35 U.S.C. § 284;

28 F. That this case be adjudged an exceptional case under 35 U.S.C. § 285 and that Orion be

1 awarded its costs, expenses, and disbursements incurred in this action, including reasonable attorneys'  
2 fees as available by law to be paid by Green Creative; and

3 G. For such other relief to Orion as this Court deems just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Orion demands a trial by jury on all issues so triable.  
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1 Dated: September 30, 2016

2 **FOLEY & LARDNER LLP**

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4 /s/ Eileen R. Ridley

5 Eileen R. Ridley

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