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10 Attorneys for Plaintiff

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

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

16 Plaintiff,

17 v.

18 IronRidge Inc., a California corporation,

19 Defendant.

Case No.

**COMPLAINT**

20 Plaintiff Rillito River Solar LLC, doing business as EcoFasten Solar  
21 (“EcoFasten”), for its complaint against defendant IronRidge Inc., alleges as follows:

22 **NATURE OF THE ACTION**

23 This is a patent infringement action. EcoFasten and IronRidge manufacture and  
24 market roof mounts for solar panels. In the relatively new residential solar panel market,  
25 Plaintiff EcoFasten is the market leader. EcoFasten has developed unique, novel, and  
26 innovative inventions that allow solar panels to be installed on roofs while avoiding roof  
27 leaks and roof degradation that are associated with other solar panel roof mounts.  
28 EcoFasten holds U.S. Patents, issued as early as 2003, protecting its roof mount  
inventions.

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1 Defendant IronRidge willfully infringes at least one of EcoFasten’s patents by  
2 making, using, selling, and offering to sell roof mounts that misappropriate EcoFasten’s  
3 novel and innovative patented inventions. EcoFasten brings this action to enjoin  
4 IronRidge from infringing its patents and to recover damages adequate to compensate for  
5 infringement, including but not limited to a reasonable royalty, and treble damages for  
6 IronRidge’s willful infringement. Further, IronRidge should be made to disgorge its  
7 illegal profits made through infringing EcoFasten’s patents.

8 **PARTIES**

9 1. EcoFasten is an Arizona limited liability company with its principal place of  
10 business in Maricopa County, Arizona.

11 2. IronRidge is a California corporation with its principal place of business in  
12 Alameda Costa County, California.

13 **JURISDICTION**

14 3. This Court has subject matter jurisdiction over EcoFasten’s claims under 28  
15 U.S.C. §§ 1331 and 1338(a) because this action is for patent infringement and arises  
16 under the patent laws of the United States, Title 35, Sections 271 *et seq.* of the United  
17 States Code.

18 4. IronRidge ships and sells products nationwide, including in Arizona.

19 5. IronRidge advertises its products nationwide, including in Arizona.

20 6. IronRidge maintains multiple sales offices, including one in Tempe, Arizona.

21 7. As a result, this Court has personal jurisdiction over IronRidge.

22 8. Venue is proper in this district under 28 U.S.C. § 1391(b)-(c) because a  
23 substantial part of the events or omissions giving rise to EcoFasten’s claims occurred in  
24 this District.

25 **FACTS**

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

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

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

3           11. Installation of snow guards typically involves drilling holes in the roof in  
4 order to mount the guard. Holes naturally increase a roof's susceptibility to leaks.

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

7           13. Ultimately, Mr. Stearns (along with Alan L. Stearns) developed a unique  
8 leak-proof roof mount. The invention includes in relevant part (but is not limited to): a  
9 roof mount comprising: (1) a base member including a protrusion extending from a first  
10 surface of the base member, the base member including a connecting element; (2) an  
11 attachment mount defining a hollowed region for receiving the protrusion to form a  
12 compression fitting, wherein a substantially leak proof assembly is formed when the  
13 attachment mount is coupled to the base member by the connecting element with a  
14 sealing material placed between the attachment mount and the base member and the  
15 connecting element extends through the sealing material, and (3) a spacer for extending  
16 the base member to a roof surface, the spacer including a hollow base stand.

17           14. The Stearns' invention is described in the duly and legally issued U.S. Patent  
18 No. 6,526,701 (the "'701 Patent").

19           15. In the mid-2000s, solar panel installers started calling Mr. Stearns to ask if  
20 his roof mounts and flashings could be used for installing rooftop solar arrays.

21           16. Mr. Stearns responded to the market need by forming EcoFasten and  
22 marketing his mounts to the solar industry. The '701 Patent has been validly assigned to  
23 the company.

24           17. EcoFasten currently manufactures and sells products embodying its novel  
25 and innovative patented inventions. These products are marked with the patent number,  
26 providing notice to the public (including defendant IronRidge) of EcoFasten's patented  
27 inventions.  
28

**IronRidge infringes the '701 Patent.**

1 18. IronRidge is a competitor of EcoFasten.

2 19. Until recently, IronRidge was a customer of EcoFasten, selling EcoFasten  
3 products in conjunction with IronRidge's other products and services.

4 20. Among IronRidge's products is the FlashFoot2.

5 21. The FlashFoot2 uses all of the same elements as the apparatus patented in the  
6 '701 Patent, including (but not limited to) the fact that it is a roof mount, comprising: (1)  
7 a base member including a protrusion extending from a first surface of the base member,  
8 the base member including a connecting element; (2) an attachment mount defining a  
9 hollowed region for receiving the protrusion to form a compression fitting, wherein a  
10 substantially leak proof assembly is formed when the attachment mount is coupled to the  
11 base member by the connecting element with a sealing material placed between the  
12 attachment mount and the base member and the connecting element extends through the  
13 sealing material, and (3) a spacer for extending the base member to a roof surface, the  
14 spacer including a hollow base stand.

15 **COUNT ONE: INFRINGEMENT OF THE '701 PATENT**

16 22. EcoFasten incorporates by reference the previous allegations in the  
17 complaint.

18 23. The '701 Patent is valid and enforceable.

19 24. IronRidge has, without authority, consent, right, or license, and in direct  
20 infringement of the '701 Patent, made, used, offered for sale, and/or sold apparatus  
21 protected by the '701 Patent.

22 25. IronRidge has actual notice of the '701 Patent. This notice was provided on  
23 each and every EcoFasten product that embodies the patented invention. Despite having  
24 notice of the Patent, IronRidge continues to manufacture and sell its infringing products.  
25 IronRidge's infringing conduct is therefore: willful, intentional, unlawful and, upon  
26 information and belief, will continue unless enjoined by this Court.

27 26. EcoFasten has no adequate remedy at law for the harm caused by IronRidge's  
28 acts.

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1 27. EcoFasten has suffered monetary damages in an amount to be proven at trial.

2 28. EcoFasten is entitled to an accounting by IronRidge of funds comprising all  
3 revenues received through the commercial exploitation of its infringing products, the  
4 imposition of a constructive trust for the benefit of EcoFasten for all such funds in the  
5 custody or control of IronRidge, the assessment of a reasonable royalty for IronRidge's  
6 use of EcoFasten's invention, and to all other damages to which EcoFasten may be  
7 entitled.

8 **JURY DEMAND**

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

10 **PRAYER FOR RELIEF**

11 WHEREFORE, EcoFasten prays for relief and judgment against IronRidge, as  
12 follows:

13 A. For a judicial determination and a declaration that the '701 Patent is valid and  
14 enforceable;

15 B. For a preliminary and then permanent injunction issued against IronRidge, its  
16 agents, officers, directors, employees, attorneys, successors, and assigns, all parent and  
17 subsidiary entities, and all those acting for or on the behalf of IronRidge, or in active  
18 concert, participation, or combination with them, including customers and distributors,  
19 prohibiting IronRidge from:

20 i. Continuing acts of infringement of the '701 Patent;

21 ii. Making, using, selling, and/or importing infringing products, to  
22 include any colorable imitation thereof; and

23 iii. Otherwise infringing up the '701 Patent.

24 C. A judicial determination and a declaration that IronRidge has infringed the  
25 '701 Patent under 35 U.S.C. § 271, and final judgment incorporating the same;

26 D. That an Order issue from this Court requiring IronRidge, its officers, agents,  
27 servants and employees, to deliver up to this Court for destruction all articles and  
28

1 materials infringing upon the '701 Patent and all materials for reproducing such  
2 infringing products;

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

6 F. Directing IronRidge to account for, and awarding to EcoFasten, all gains and  
7 profits realized through, and damages caused by, IronRidge's manufacture, production,  
8 distribution, circulation, sale, offering for sale, advertising, promotion or display of its  
9 products infringing upon the '701 Patent, and IronRidge's total profit realized thereby;

10 G. Awarding EcoFasten its damages sustained due to IronRidge's infringement  
11 of the '701 Patent;

12 H. In the alternative, ordering IronRidge to pay EcoFasten all profits, gains, and  
13 advantages IronRidge has received or obtained from their unlawful conduct, in an amount  
14 to be determined at trial;

15 I. In the alternative, that a reasonable royalty for IronRidge's infringement be  
16 awarded to EcoFasten pursuant to 35 U.S.C. § 284;

17 J. That, due to IronRidge's willful infringement, IronRidge be ordered to pay  
18 EcoFasten treble damages and EcoFasten's reasonable attorneys' fees and experts' fees  
19 pursuant to 35 U.S.C. § 285;

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

22 L. For such other and further relief as this Court deems necessary, just and  
23 proper under the circumstances.

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1 DATED this 1st day of December, 2016.

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