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LEVITON MANUFACTURING CO., INC.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

LEVITON MANUFACTURING CO., INC., a
Delaware corporation,

Plaintiff,

v.

FUJIAN HONGAN ELECTRIC CO., LTD., a
People's Republic of China corporation;
GENERAL PROTECHT GROUP, INC., a
People's Republic of China corporation;
SHANGHAI ELE MANUFACTURING
CORPORATION, a People's Republic of China
corporation; SHANGHAI JIA AO
ELECTRICAL CO., LTD., a People's Republic
of China corporation; ZHEJIANG TRIMONE
CO. LTD., a People's Republic of China
corporation; MENARD, INC., a Wisconsin
corporation; GARVIN INDUSTRIES, INC., an
Illinois corporation; MURRAY LIGHTING CO.,
INC., D/B/A MURRAY LIGHTING &
ELECTRICAL SUPPLY CO., a Michigan
corporation; ELECTRICAL MARKETPLACE,
INC., a Florida corporation; TDE, INC., a
Washington corporation; ORBIT INDUSTRIES,
INC., a California corporation; W.E.
AUBUCHON CO., INC., D/B/A AUBUCHON
HARDWARE, a Massachusetts corporation;

CASE NO. 5:10-cv-03961-EJD

**LEVITON MANUFACTURING CO.,
INC.'S SECOND AMENDED
COMPLAINT FOR PATENT
INFRINGEMENT AND TRADE
SECRET MISAPPROPRIATION**

JURY TRIAL DEMANDED

WESTSIDE WHOLESALE ELECTRIC &
LIGHTING, INC., a California corporation;
WESTSIDE ELECTRIC WHOLESALE, INC., a
California corporation; WESTSIDE
WHOLESALE, INC., a California corporation;
NEW ASPEN DEVICES CORP., a New York
corporation; BIG DEAL ELECTRIC CORP., a
California corporation; AMERICAN ACE
SUPPLY INC., a California corporation;
SAFETY PLUS, a California corporation; U.S.A.
ISOCANAL, INC., D/B/A LAMPS ONE and AH
LIGHTING, a California corporation;
AMERICAN ELECTRIC DEPOT INC., a New
York corporation; CONTRACTOR LIGHTING
& SUPPLY, INC., an Ohio corporation;
INTERLINE BRANDS, INC., D/B/A AF
LIGHTING, a New Jersey corporation;
HARDWARE AND TOOLS CORP., a Delaware
corporation; and ROYAL PACIFIC LTD., a New
Mexico corporation.

Defendants.

1 Plaintiff LEVITON MANUFACTURING CO., INC. (“Leviton” or “Plaintiff”), for its
2 First Amended Complaint, alleges as follows:

3 **THE PARTIES**

4 1. Leviton is incorporated under the laws of the State of Delaware, with its principal
5 executive office at 201 North Service Road, Melville, New York 11747.

6 2. Upon information and belief, Fujian Hongan Electric Co., Ltd. formerly named,
7 Wenzhou Sansheng Electrical Co., Ltd. (collectively “Fujian Hongan”), is a corporation
8 organized under the laws of the People’s Republic of China, having a place of business at Yantian
9 Industrial Zone, Xiapu, Fujian, 355106 China. Upon information and belief, Fujian Hongan
10 purposely directs ground fault circuit interrupters into the United States through intermediaries
11 and/or established distribution channels for sale or resale throughout the United States, including
12 in the Northern District of California.

13 3. Upon information and belief, General Protecht Group Inc. (“General Protecht”) is a
14 corporation organized under the laws of the People’s Republic of China, having a place of
15 business at 222 WeiQi Road, Yueqing Economic Development Zone, Yueqing, Zhejiang 325600
16 China and/or 555 Daxing Road West, Liushi Yueqing, Zhejiang 325604 China. Upon
17 information and belief, General Protecht manufactures GFCIs and other electrical products that
18 compete with Leviton’s GFCI and electrical products throughout the United States, including in
19 the Northern District of California.

20 4. Upon information and belief, Shanghai ELE Manufacturing Corporation (“Shanghai
21 ELE”) is a corporation organized under the laws of the People’s Republic of China, having a
22 place of business at SEC 2 Xingcheng Industrial Zone, Qingpu, Shanghai 201703 China. Upon
23 information and belief, Shanghai ELE purposely directs ground fault circuit interrupters into the
24 United States through intermediaries and/or established distribution channels for sale or resale
25 throughout the United States, including in the Northern District of California.

26 5. Upon information and belief, Shanghai Jia Ao Electrical Co., Ltd. (“Shanghai Jia”)
27 is a corporation organized under the laws of the People’s Republic of China, having a place of
28 business at No. 17, Lane 2933, Huqingping Road, Qingpu, Shanghai, China. Upon information

1 and belief, Shanghai Jia purposely directs ground fault circuit interrupters into the United States
2 through intermediaries and/or established distribution channels for sale or resale throughout the
3 United States, including in the Northern District of California.

4 6. Upon information and belief, Zhejiang Trimone Co. Ltd. (“Zhejiang Trimone”) (also
5 or formerly known as Wenzhou Trimone) is a corporation organized under the laws of the
6 People’s Republic of China, having a place of business at West of Xinxing San Rd., South of Duli
7 Rd., Economic Development Zone, Pinghu, Zhejiang 314200 China. Upon information and
8 belief, Zhejiang Trimone purposely directs ground fault circuit interrupters into the United States
9 through intermediaries and/or established distribution channels for sale or resale throughout the
10 United States, including in the Northern District of California.

11 7. Upon information and belief, Menard, Inc. (“Menard”) is a corporation organized
12 under the laws of the State of Wisconsin, having a place of business at 4777 Menard Drive, Eau
13 Claire, Wisconsin 54703 and/or 5101 Menard Drive, Eau Claire, Wisconsin 54703. Upon
14 information and belief, Menard imports, distributes, offers to sell, and/or sells ground fault circuit
15 interrupters throughout the United States and in the Northern District of California, including, but
16 not limited to, ground fault circuit interrupters that were manufactured by Fujian Hongan.

17 8. Upon information and belief, Garvin Industries, Inc. (“Garvin”) is a corporation
18 organized under the laws of the State of Illinois, having a place of business at 3700 Sandra Street,
19 Franklin Park, Illinois 60131. Upon information and belief, Garvin imports, distributes, offers to
20 sell, and/or sells ground fault circuit interrupters throughout the United States and in the Northern
21 District of California, including, but not limited to, ground fault circuit interrupters that were
22 manufactured by Fujian Hongan.

23 9. Upon information and belief, Murray Lighting Co. Inc., d/b/a Murray Lighting &
24 Electrical Supply Co. (collectively “Murray”) is a corporation organized under the laws of the
25 State of Michigan, having a place of business at 10227 West 8 Mile Road, Detroit, Michigan
26 48221. Upon information and belief, Murray imports, distributes, offers to sell, and/or sells
27 ground fault circuit interrupters throughout the United States and in the Northern District of
28

1 California, including, but not limited to, ground fault circuit interrupters that were manufactured
2 by General Protecht.

3 10. Upon information and belief, Electrical Marketplace, Inc. (“Electrical Marketplace”)
4 is a corporation organized under the laws of the State of Florida, having a place of business at
5 2411 NW 16th Lane #3, Pompano Beach, Florida 33064. Upon information and belief, Electrical
6 Marketplace imports, distributes, offers to sell, and/or sells ground fault circuit interrupters
7 throughout the United States and in the Northern District of California, including, but not limited
8 to, ground fault circuit interrupters that were manufactured by General Protecht.

9 11. Upon information and belief, TDE, Inc. (formerly known as “The Designers Edge,
10 Inc.”) (“TDE”) is a corporation organized under the laws of the State of Washington, having a
11 place of business at 11730 N.E. 12th Street, Bellevue, Washington 98005. Upon information and
12 belief, TDE imports, distributes, offers to sell, and/or sells ground fault circuit interrupters
13 throughout the United States and in the Northern District of California, including, but not limited
14 to, ground fault circuit interrupters that were manufactured by Zhejiang Trimone.

15 12. Upon information and belief, Orbit Industries, Inc. (“Orbit”) is a corporation
16 organized under the laws of the State of California, having a place of business at 2100 S. Figueroa
17 St., Los Angeles, California 90007. Upon information and belief, Orbit imports, distributes,
18 offers to sell, and/or sells ground fault circuit interrupters throughout the United States and in the
19 Northern District of California, including, but not limited to, ground fault circuit interrupters that,
20 on information and belief, were manufactured by Shanghai ELE.

21 13. Upon information and belief, W. E. Aubuchon Co., Inc., d/b/a Aubuchon Hardware
22 (collectively “Aubuchon”), is a corporation organized under the laws of the State of
23 Massachusetts, having a place of business at 95 Aubuchon Drive, Westminster, Massachusetts
24 01473. Upon information and belief, Aubuchon imports, distributes, offers to sell, and/or sells
25 ground fault circuit interrupters throughout the United States and in the Northern District of
26 California, including, but not limited to, ground fault circuit interrupters that were manufactured
27 by Shanghai ELE and/or by or on behalf of American Electric.

1 14. Upon information and belief, Westside Wholesale Electric & Lighting, Inc.,
2 Westside Electric Wholesale, Inc. and Westside Wholesale, Inc. (collectively “Westside”) are
3 corporations organized under the laws of the State of California, having a place of business at
4 7122 Beverly Blvd. #A, Los Angeles, California 90036 and/or 5670 Rickenbacker Rd., Bell,
5 California 90201. Upon information and belief, Westside imports, distributes, offers to sell,
6 and/or sells ground fault circuit interrupters throughout the United States and in the Northern
7 District of California, including, but not limited to, ground fault circuit interrupters that were
8 manufactured by Zhejiang Trimone.

9 15. Upon information and belief, New Aspen Devices Corp. (“New Aspen”) is a
10 corporation organized under the laws of the State of New York, having a place of business at 59
11 Van Dam St., Brooklyn, New York 11222. Upon information and belief, New Aspen imports,
12 distributes, offers to sell, and/or sells ground fault circuit interrupters throughout the United States
13 and in the Northern District of California, including, but not limited to, ground fault circuit
14 interrupters that were manufactured by Zhejiang Trimone.

15 16. Upon information and belief, Big Deal Electric Corp. (“Big Deal”) is a corporation
16 organized under the laws of the State of California, having a place of business at 1208 E. Walnut
17 Ave., Suite G, Santa Ana, California 92701. Upon information and belief, Big Deal imports,
18 distributes, offers to sell, and/or sells ground fault circuit interrupters throughout the United States
19 and in the Northern District of California, including, but not limited to, ground fault circuit
20 interrupters that were manufactured by Zhejiang Trimone.

21 17. Upon information and belief, American Ace Supply Inc. (“American Ace”) is a
22 corporation organized under the laws of the State of California, having a place of business at 923
23 Toland Street, San Francisco, California 94124. Upon information and belief, American Ace
24 imports, distributes, offers to sell, and/or sells ground fault circuit interrupters throughout the
25 United States and in the Northern District of California, including, but not limited to, ground fault
26 circuit interrupters that, on information and belief, were manufactured by Zhejiang Trimone

27 18. Upon information and belief, Safety Plus (“Safety Plus”) is a corporation organized
28 under the laws of the State of California, having a place of business at 5681 Downy Rd., Vernon,

1 California 90058. Upon information and belief, Safety Plus imports, distributes, offers to sell,
2 and/or sells ground fault circuit interrupters throughout the United States and in the Northern
3 District of California, including, but not limited to, ground fault circuit interrupters that were
4 manufactured by Zhejiang Trimone.

5 19. Upon information and belief, U.S.A. Isocanal, Inc., d/b/a Lamps One and AH
6 Lighting (collectively “Lamps One”) is a corporation organized under the laws of the State of
7 California, having a place of business at 2442 Hunter St., Los Angeles, California 90021. Upon
8 information and belief, Lamps One imports, distributes, offers to sell, and/or sells ground fault
9 circuit interrupters throughout the United States and in the Northern District of California,
10 including, but not limited to, ground fault circuit interrupters that were manufactured by Zhejiang
11 Trimone.

12 20. Upon information and belief, American Electric Depot Inc. (“American Electric”) is
13 a corporation organized under the laws of the State of New York, having a place of business at
14 56-24 199 St., 1FL, Fresh Meadows, NY 11365. Upon information and belief, American Electric
15 imports, distributes, offers to sell, and/or sells ground fault circuit interrupters throughout the
16 United States and in the Northern District of California, including, but not limited to, ground fault
17 circuit interrupters that were manufactured by Shanghai Jia.

18 21. Upon information and belief, Contractor Lighting & Supply, Inc. (“Contractor
19 Lighting”) is a corporation organized under the laws of the State of Ohio, having a place of
20 business at 250 East Broad St., Suite 200, Columbus, Ohio 43215. Upon information and belief,
21 Contractor Lighting imports, distributes, offers to sell, and/or sells ground fault circuit interrupters
22 throughout the United States and in the Northern District of California, including, but not limited
23 to, ground fault circuit interrupters that were manufactured in China by or on behalf of American
24 Electric.

25 22. Upon information and belief, Interline Brands, Inc., d/b/a AF Lighting (collectively
26 “AF Lighting”) is a corporation organized under the laws of the State of New Jersey, having a
27 place of business at 701 San Marco Blvd., Jacksonville, Florida 32207 and/or 3031 N. Andrews
28 Ext., Pompano Beach, Florida 33069. Upon information and belief, AF Lighting imports,

1 distributes, offers to sell, and/or sells ground fault circuit interrupters throughout the United States
2 and in the Northern District of California, including, but not limited to, ground fault circuit
3 interrupters that were manufactured in China by or on behalf of American Electric.

4 23. Upon information and belief, Hardware and Tools Corp. (“Hardware and Tools”) is
5 a corporation organized under the laws of the State of Delaware, having a place of business at 490
6 Mcghee Road, Winchester, Virginia 22603. Upon information and belief, Hardware and Tools
7 imports, distributes, offers to sell, and/or sells ground fault circuit interrupters throughout the
8 United States and in the Northern District of California, including, but not limited to, ground fault
9 circuit interrupters that were manufactured in China by or on behalf of American Electric.

10 24. Upon information and belief, Royal Pacific Ltd. (“Royal Pacific”) is a corporation
11 organized under the laws of the State of New Mexico, having a place of business at 4931 Paseo
12 Del Norte NE, Albuquerque, New Mexico 87113. Upon information and belief, Royal Pacific
13 imports, distributes, offers to sell, and/or sells ground fault circuit interrupters throughout the
14 United States and in the Northern District of California, including, but not limited to, ground fault
15 circuit interrupters that, on information and belief, were manufactured by Fujian Hongan.

16 **JURISDICTION AND VENUE**

17 25. This is an action for patent infringement arising in part under the patent laws of the
18 United States, codified at 35 U.S.C. § 1 *et seq.* This Court has subject matter jurisdiction over
19 this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

20 26. This court has supplemental jurisdiction of the state claims asserted in this action
21 pursuant to 28 U.S.C. § 1367. The federal and state claims alleged herein are based on a common
22 nucleus of operative facts. Judicial economy, convenience, and fairness to the parties will result
23 if this Court assumes and exercises jurisdiction over the state claims.

24 27. Defendants are subject to personal jurisdiction in this judicial district because each
25 Defendant’s infringement occurred in and continues to occur in the Northern District of
26 California. As described above, each Defendant imports, manufactures, sells and/or offers to sell
27 in the United States and in the Northern District of California, directly or through intermediaries
28 and/or established distribution channels ground fault circuit interrupters that infringe one or more

1 of Leviton's patents. For example, Fujian Hongan, Menard and Garvin infringing ground fault
2 circuit interrupters that bear the Underwriters Laboratories listing number E309131 were sold in
3 the Northern District of California. Electrical Marketplace infringing ground fault circuit
4 interrupters that bear the Underwriters Laboratories listing number E320934 were sold in the
5 Northern District of California. Murray infringing ground fault circuit interrupters that bear the
6 Underwriters Laboratories listing number E231858 were sold in the Northern District of
7 California. Orbit and, on information and belief, Shanghai ELE infringing ground fault circuit
8 interrupters that bear the Underwriters Laboratories listing number E245404 were sold in the
9 Northern District of California. Zhejiang Trimone, Aubuchon, Westside, New Aspen, TDE, Big
10 Deal, American Ace, Safety Plus and Lamps One infringing ground fault circuit interrupters that
11 bear the Underwriters Laboratories listing number E229322 were sold in the Northern District of
12 California. American Electric, Contractor Lighting, Aubuchon, AF Lighting, Hardware and
13 Tools and Shanghai Jia infringing ground fault circuit interrupters that bear the Underwriters
14 Laboratories listing number E325953 were sold in the Northern District of California. Royal
15 Pacific and, on information and belief, Fujian Hongan infringing ground fault circuit interrupters
16 that bear the Underwriters Laboratories listing number E244994 were sold in the Northern
17 District of California. Leviton is further informed and believes, and on that basis alleges, that the
18 accused products have been advertised, marketed, offered for sale and/or sold in this judicial
19 district and/or imported into this judicial district by Defendants.

20 28. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and (c) and
21 28 U.S.C. § 1400(b).

22 **INTRADISTRICT ASSIGNMENT**

23 29. This is an intellectual property action exempt from intradistrict assignment under
24 Civil Local Rule 3-2(c), which makes this action subject to assignment on a district-wide basis.

25 **FACTUAL BACKGROUND**

26 30. Leviton is a leading United States producer of electrical and electronic products, and
27 is the largest North American manufacturer of electrical and electronic wiring devices. Leviton is
28

1 a third generation, family-owned business, founded in 1906 in a small shop in New York at the
2 dawn of the electrical era.

3 31. Over the last 100 plus years, Leviton has grown to become the preeminent leader in
4 its industry. Today, Leviton's product portfolio includes over 25,000 devices and systems used in
5 homes, businesses and industry. The vast majority of homes across North America use one or
6 more Leviton devices. Builders, electrical contractors, homeowners, specifiers, architects and
7 engineers rank Leviton products number one in brand preference. And, Leviton patents
8 consistently rate as having significant technological value and impact on other companies in the
9 industry.

10 32. In the last 50 years, Leviton has set industry standards for product design, innovation
11 and safety, including innovations that are now required by the National Electrical Code. Leviton
12 currently holds over 870 active patents worldwide, and its brands and products are known
13 throughout the world.

14 33. One of Leviton's most significant lines of electrical safety products are its Ground
15 Fault Circuit Interrupter devices ("GFCIs"). Leviton introduced this line in 1972. A GFCI
16 protects people from electrical shock and GFCIs can be found in virtually every home and
17 building in the United States. GFCIs have saved countless lives.

18 34. Through its focus on innovation and developing cutting-edge technological solutions
19 to problems that have arisen with GFCIs, Leviton has established itself as a technology leader and
20 innovator for GFCI products. Indeed, Leviton has obtained numerous patents related to its
21 innovation in GFCI products.

22 35. Leviton protects its intellectual property through prosecution and acquisition of
23 industry-leading patents. Leviton devoted substantial resources to compilation of its patent
24 portfolio to protect its investment in its technology.

25 36. In addition, from its founding, Leviton has developed proprietary technical and
26 business strategies related to its GFCI products and its other electrical products through the
27 expenditure of considerable employee work hours and company resources. Through the
28 expenditure of considerable employee work hours and company resources over many years,

1 Leviton has also compiled proprietary product development strategies, product branding
2 strategies, product packaging strategies, product improvement strategies and plans, product
3 marketing strategies and strategies with respect to industry organizations. Leviton strictly
4 maintains the secrecy of its proprietary information, taking numerous precautions to ensure this
5 information remains secret and is disseminated only to people within the company on a need-to-
6 know basis, and outside the company only to particular customers under strict confidentiality
7 provisions.

8 37. Through the expenditure of considerable employee work hours and company
9 resources over many years, Leviton has also compiled confidential and proprietary information
10 regarding its customer pricing (*i.e.*, the prices at which Leviton sells products to its customers).
11 Through the painstaking efforts of its employees, Leviton has methodically compiled information
12 from direct contacts with customers and other industry participants as well as Leviton's own
13 internal confidential and proprietary information to arrive at its confidential and proprietary
14 customer pricing. Leviton strictly maintains the secrecy of its customer pricing, taking numerous
15 precautions to ensure this information is disseminated within the company only on a need-to-
16 know basis, and outside the company only to particular customers under strict confidentiality
17 provisions.

18 38. As described above, Defendant General Protecht manufactures GFCIs and other
19 electrical products that compete with Leviton's GFCI and electrical products. On information and
20 belief, seeking to diminish Leviton's lead and market share in the industry, General Protecht
21 sought out proprietary and confidential trade secrets of Leviton. Leviton is informed and
22 believes, and on that basis alleges, that General Protecht sought these trade secrets to improperly
23 gain a competitive advantage over Leviton in the marketplace.

24 39. Leviton gave one of its customers of Leviton GFCIs and other electrical products a
25 written presentation under strict confidentiality provisions. The presentation was marked
26 "CONFIDENTIAL. Proprietary Information of The Leviton Manufacturing Company"
27 (hereinafter "Presentation"). The Presentation contained Leviton's confidential and proprietary
28 strategies for product development, branding, product improvements, new product features and

1 product marketing. The Presentation also contained Leviton's confidential and proprietary
2 information regarding Leviton's contracts with certain U.S. builders, Leviton's strategy with
3 respect to industry organizations, and details regarding Leviton's manufacturing. This same
4 customer was also given Leviton's confidential and proprietary customer pricing for hundreds of
5 Leviton products under strict confidentiality provisions. On information and belief, a senior
6 employee of this customer (hereinafter "Leviton's Customer Employee") was granted access to
7 this confidential and proprietary Leviton Presentation and customer pricing during his
8 employment with Leviton's customer to facilitate the performance of his work-related duties with
9 respect to Leviton.

10 40. Leviton is informed and believes, and on that basis alleges that in 2008:

11 a. General Protecht solicited and attempted to induce Leviton's Customer
12 Employee to wrongfully disclose Leviton's confidential and proprietary customer pricing
13 information to General Protecht without authorization from Leviton;

14 b. General Protecht solicited and did induce Leviton's Customer Employee to
15 wrongfully disclose Leviton's confidential and proprietary Presentation and customer pricing to
16 General Protecht without authorization from Leviton; and

17 c. General Protecht wrongfully copied and retained copies of Leviton's
18 confidential and proprietary Presentation without authorization from Leviton.

19 41. Leviton is informed and believes, and on that basis alleges that General Protecht's
20 wrongful acts occurred in Georgia.

21 42. Leviton is informed and believes, and on that basis alleges that in 2008 when
22 General Protecht solicited and obtained Leviton's customer pricing information and solicited,
23 obtained and copied Leviton's Presentation, General Protecht knew that Leviton's Customer
24 Employee was not authorized to disclose Leviton's customer pricing information and/or Leviton's
25 Presentation. Leviton is informed and believes, and on that basis alleges that General Protecht
26 also knew that Leviton's Customer Employee owed a duty to Leviton to maintain the
27 confidentiality and secrecy of Leviton's customer pricing information and Presentation.
28

43. Leviton is informed and believes, and on that basis alleges that General Protecht has misused Leviton's wrongfully obtained proprietary information to divert business from Leviton to General Protecht. Pricing is a key area of competition between competitor manufacturers in the industry. Customer pricing is confidential and proprietary. Industry competitors also compete on product features, innovations and development. Thus, a competitor who wrongfully learns of Leviton's customer pricing and product strategy can price its products to steal customers and sales away from Leviton and use Leviton's product strategy to also steal customers and sales. Leviton is informed and believes, and on that basis alleges that General Protecht has misused the information in Leviton's Presentation and customer pricing to steal customers and sales away from Leviton. Accordingly, the improper diversion of customers and business from Leviton to General Protecht through misuse of Leviton's proprietary and confidential information represents a significant harm to Leviton.

44. Contemporaneous with the filing of the initial Complaint in this action, Leviton filed a Complaint at the U.S. International Trade Commission under Section 337 of the Tariff Act of 1930 against Defendants Fujian Hongan, General Protecht, Shanghai ELE, Zhejiang Trimone, Zhejiang Easting House Electric Co., Menard, Garvin, Central Purchasing, LLC, Harbor Freight Tools USA, Inc., Warehouse-Lighting.com LLC, SecurElectric Corp., G-Techt Global Corp., Frontier Lighting, Inc., The Designers Edge, Inc. (now TDE), Orbit, Ready Wholesale Electric & Lighting, Inc., d/b/a Ready Wholesale Electric Supply, Aubuchon, Westside, Deerso, Inc., New Aspen, American Ace, Safety Plus, Ingram Products, Inc., American Electric, Contractor Lighting, AF Lighting, Royal Pacific, and Littman Bros. Energy Supplies, Inc. alleging infringement of one or more of the patents that are the subject of its initial Complaint.

FIRST CAUSE OF ACTION: INFRINGEMENT OF U.S. PATENT NO. 7,463,124

(Infringement of U.S. Patent No. 7,463,124 against All Defendants except General Protecht)

45. Leviton adopts and incorporates by reference the allegations of paragraphs 1 through 44 above as if fully set forth herein.

46. This First Cause of Action is asserted against all Defendants, except General Protecht.

1 47. On December 9, 2008, the United States Patent and Trademark Office (“USPTO”)
 2 duly, properly and legally issued U.S. Patent No. 7,463,124 (“the ’124 patent”), entitled “Circuit
 3 Interrupting Device with Reverse Wiring Protection” to Leviton Manufacturing Co., Inc. as the
 4 assignee of inventors Nicholas L. Di Salvo and William R. Ziegler. The ’124 patent is attached
 5 hereto as Exhibit A.

6 48. Leviton is the owner by assignment of all rights, title and interest in the ’124 patent.

7 49. Leviton is informed and believes and on that basis alleges that, in violation of 35
 8 U.S.C. § 271, each of the following Defendants has infringed directly, indirectly, contributorily
 9 and/or by inducement, the ’124 patent by making, using, offering to sell, and/or selling within the
 10 United States and/or importing into the United States GFCI products that embody the patented
 11 invention. By way of example and without limiting the foregoing, Defendants infringe at least
 12 claim 13 of the ’124 patent by making, using, offering to sell, and/or selling within the United
 13 States and/or importing into the United States at least the following:

14 a. GFCIs bearing or associated with Underwriters Laboratories listing number
 15 E309131 made, used, offered for sale, and/or sold in the United States and/or imported into the
 16 United States by Defendants Fujian Hongan, Menard and Garvin;

17 b. GFCIs bearing or associated with Underwriters Laboratories listing number
 18 E320934 made, used, offered for sale, and/or sold in the United States and/or imported into the
 19 United States by Defendant Electrical Marketplace;

20 c. GFCIs bearing or associated with Underwriters Laboratories listing number
 21 E231858 made, used, offered for sale, and/or sold in the United States and/or imported into the
 22 United States by Defendant Murray;

23 d. GFCIs bearing or associated with Underwriters Laboratories listing number
 24 E243387 made, used, offered for sale, and/or sold in the United States and/or imported into the
 25 United States by Defendants Shanghai ELE and TDE;

26 e. GFCIs bearing or associated with Underwriters Laboratories listing number
 27 E245404 made, used, offered for sale, and/or sold in the United States and/or imported into the
 28 United States by Defendants Orbit and, on information and belief, Shanghai ELE;

f. GFCIs bearing or associated with Underwriters Laboratories listing number E229322 made, used, offered for sale, and/or sold in the United States and/or imported into the United States by Defendants Zhejiang Trimone, Aubuchon, Westside, New Aspen, TDE, Big Deal, American Ace, Safety Plus and Lamps One;

g. GFCIs bearing or associated with Underwriters Laboratories listing number E325953 made, used, offered for sale, and/or sold in the United States and/or imported into the United States by Defendants American Electric, Contractor Lighting, Aubuchon, AF Lighting, Hardware and Tools, and Shanghai Jia;

h. GFCIs bearing or associated with Underwriters Laboratories listing number E244994 made, used, offered for sale, and/or sold in the United States and/or imported into the United States by Defendants Royal Pacific and, on information and belief, Fujian Hongan; and

i. GFCIs bearing or associated with ETL listing number 4000074 made, used, offered for sale, and/or sold in the United States and/or imported into the United States by Defendants Royal Pacific and, on information and belief, Fujian Hongan.

50. As a result of Defendants' acts of infringement, Leviton has suffered and will continue to suffer damages in an amount to be proven at trial.

51. On information and belief, Defendants will continue to infringe the '124 patent, and Leviton will be substantially and irreparably harmed as a result thereof, unless Defendants' infringement is enjoined by this Court.

SECOND CAUSE OF ACTION: INFRINGEMENT OF U.S. PATENT NO. 7,737,809

(Infringement of U.S. Patent No. 7,737,809 against Defendants Fujian Hongan, Menard, Garvin, Zhejiang Trimone, Westside, Aubuchon, New Aspen, TDE, Big Deal, American Ace, Safety Plus, Lamps One, Shanghai ELE, Shanghai Jia, Orbit, American Electric, Contractor Lighting, AF Lighting, Hardware and Tools, and Royal Pacific)

52. Leviton adopts and incorporates by reference the allegations of paragraphs 1 through 51 above as if fully set forth herein.

53. This Second Cause of Action is asserted against Defendants Fujian Hongan, Menard, Garvin, Zhejiang Trimone, Westside, Aubuchon, New Aspen, TDE, Big Deal, American Ace,

1 Safety Plus, Lamps One, Shanghai ELE, Shanghai Jia, Orbit, American Electric, Contractor
2 Lighting, AF Lighting, Hardware and Tools and Royal Pacific.

3 54. On June 15, 2010, the USPTO duly, properly and legally issued U.S. Patent No.
4 7,737,809 (“the ’809 patent”), entitled “Circuit Interrupting Device and System Utilizing Bridge
5 Contact Mechanism and Reset Lockout” to Leviton Manufacturing Co., Inc. as the assignee of
6 inventors Frantz Germain, James Richter, David Herzfeld, Armando Calixto, David Chan and
7 Stephen Stewart. The ’809 patent is attached hereto as Exhibit B.

8 55. Leviton is the owner by assignment of all rights, title and interest in the ’809 patent.

9 56. Leviton is informed and believes and on that basis alleges that, in violation of 35
10 U.S.C. § 271, each of the following Defendants has infringed directly, indirectly, contributorily
11 and/or by inducement, the ’809 patent by making, using, offering to sell, and/or selling within the
12 United States and/or importing into the United States GFCI products that embody the patented
13 invention. By way of example and without limiting the foregoing, the following Defendants
14 infringe at least claim 1 of the ’809 patent by making, using, offering to sell, and/or selling within
15 the United States and/or importing into the United States at least the following:

16 a. GFCIs bearing or associated with Underwriters Laboratories listing number
17 E309131 made, used, offered for sale, and/or sold in the United States and/or imported into the
18 United States by Defendants Fujian Hongan, Menard and Garvin;

19 b. GFCIs bearing or associated with Underwriters Laboratories listing number
20 E229322 made, used, offered for sale, and/or sold in the United States and/or imported into the
21 United States by Defendants Zhejiang Trimone, Aubuchon, Westside, New Aspen, TDE, Big
22 Deal, American Ace, Safety Plus and Lamps One;

23 c. GFCIs bearing or associated with Underwriters Laboratories listing number
24 E243387 made, used, offered for sale, and/or sold in the United States and/or imported into the
25 United States by Defendants Shanghai ELE and TDE;

26 d. GFCIs bearing or associated with Underwriters Laboratories listing number
27 E245404 made, used, offered for sale, and/or sold in the United States and/or imported into the
28 United States by Defendants Orbit and, on information and belief, Shanghai ELE;

e. GFCIs bearing or associated with Underwriters Laboratories listing number E325953 made, used, offered for sale, and/or sold in the United States and/or imported into the United States by Defendants American Electric, Contractor Lighting, Aubuchon, AF Lighting, Hardware and Tools, and Shanghai Jia;

f. GFCIs bearing or associated with Underwriters Laboratories listing number E244994 made, used, offered for sale, and/or sold in the United States and/or imported into the United States by Defendants Royal Pacific and, on information and belief, Fujian Hongan; and

g. GFCIs bearing or associated with ETL listing number 4000074 made, used, offered for sale, and/or sold in the United States and/or imported into the United States by Defendants Royal Pacific and, on information and belief, Fujian Hongan.

57. As a result of Defendants' acts of infringement, Leviton has suffered and will continue to suffer damages in an amount to be proven at trial.

58. On information and belief, Defendants will continue to infringe the '809 patent, and Leviton will be substantially and irreparably harmed as a result thereof, unless Defendants' infringement is enjoined by this Court.

THIRD CAUSE OF ACTION: INFRINGEMENT OF U.S. PATENT NO. 7,764,151

(Infringement of U.S. Patent No. 7,764,151 Against Defendants Fujian Hongan, Menard, Garvin, Murray, Electrical Marketplace, Zhejiang Trimone, Westside, Aubuchon, New Aspen, TDE, Big Deal, American Ace, Safety Plus, Lamps One, Shanghai ELE, Orbit and Royal Pacific)

59. Leviton adopts and incorporates by reference the allegations of paragraphs 1 through 58 above as if fully set forth herein.

60. This Third Cause of Action is asserted against Defendants Fujian Hongan, Menard, Garvin, Murray, Electrical Marketplace, Zhejiang Trimone, Westside, Aubuchon, New Aspen, TDE, Big Deal, American Ace, Safety Plus, Lamps One, Shanghai ELE, Orbit, and Royal Pacific.

61. On July 27, 2010, the USPTO duly, properly and legally issued U.S. Patent No. 7,764,151 ("the '151 patent"), entitled "Circuit Interrupting Device with Reverse Wiring Protection" to Leviton Manufacturing Co., Ltd. as the assignee of inventors Nicholas L. Di Salvo and William R. Ziegler. The '151 patent is attached hereto as Exhibit C.

1 62. Leviton is the owner by assignment of all rights, title and interest in the '151 patent.

2 63. Leviton is informed and believes and on that basis alleges that, in violation of 35
3 U.S.C. § 271, each of the following Defendants has infringed directly, indirectly, contributorily
4 and/or by inducement, the '151 patent by making, using, offering to sell, and/or selling within the
5 United States and/or importing into the United States GFCI products that embody the patented
6 invention. By way of example and without limiting the foregoing, the following Defendants
7 infringe at least claim 8 of the '151 patent by making, using, offering to sell, and/or selling within
8 the United States and/or importing into the United States at least the following:

9 a. GFCIs bearing or associated with Underwriters Laboratories listing number
10 E309131 made, used, offered for sale, and/or sold in the United States and/or imported into the
11 United States by Defendants Fujian Hongan, Menard and Garvin;

12 b. GFCIs bearing or associated with Underwriters Laboratories listing number
13 E320934 made, used, offered for sale, and/or sold in the United States and/or imported into the
14 United States by Defendant Electrical Marketplace;

15 c. GFCIs bearing or associated with Underwriters Laboratories listing number
16 E231858 made, used, offered for sale, and/or sold in the United States and/or imported into the
17 United States by Defendant Murray;

18 d. GFCIs bearing or associated with Underwriters Laboratories listing number
19 E229322 made, used, offered for sale, and/or sold in the United States and/or imported into the
20 United States by Defendants Zhejiang Trimone, Aubuchon, Westside, New Aspen, TDE, Big
21 Deal, American Ace, Safety Plus and Lamps One;

22 e. GFCIs bearing or associated with Underwriters Laboratories listing number
23 E243387 made, used, offered for sale, and/or sold in the United States and/or imported into the
24 United States by Defendant Shanghai ELE and TDE;

25 f. GFCIs bearing or associated with Underwriters Laboratories listing number
26 E245404 made, used, offered for sale, and/or sold in the United States and/or imported into the
27 United States by Defendants Orbit and, on information and belief, Shanghai ELE;
28

g. GFCIs bearing or associated with Underwriters Laboratories listing number E244994 made, used, offered for sale, and/or sold in the United States and/or imported into the United States by Defendants Royal Pacific and, on information and belief, Fujian Hongan; and

h. GFCIs bearing or associated with ETL listing number 4000074 made, used, offered for sale, and/or sold in the United States and/or imported into the United States by Defendants Royal Pacific and, on information and belief, Fujian Hongan.

64. As a result of Defendants' acts of infringement, Leviton has suffered and will continue to suffer damages in an amount to be proven at trial.

65. On information and belief, Defendants will continue to infringe the '151 patent, and Leviton will be substantially and irreparably harmed as a result thereof, unless Defendants' infringement is enjoined by this Court.

FOURTH CAUSE OF ACTION: TRADE SECRET MISAPPROPRIATION

(Trade Secret Misappropriation against General Protecht
under Georgia Code § 10-1-761, *et seq.*)

66. Leviton adopts and incorporates by reference the allegations of paragraphs 1 through 65 above as if fully set forth herein.

67. This Fourth Cause of Action is asserted against Defendant General Protecht under Georgia Code § 10-1-761, *et seq.*

68. Leviton is the owner of trade secrets, including, but not limited to, the proprietary technical and business strategy described above.

69. Leviton's trade secrets constitute compilations of information that derive economic value, actual and potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use.

70. Leviton's trade secrets have significant value to Leviton, resulting from significant investment of time and resources by Leviton.

71. Leviton has made, and continues to make, efforts that are reasonable under the circumstances to maintain the secrecy of its trade secrets, including, but not limited to, the

1 restriction of this information to employees on a need-to-know basis, and the enforcement of
2 confidentiality and non-disclosure agreements and provisions.

3 72. Leviton is informed and believes and on that basis alleges that General Protecht
4 acquired Leviton's trade secrets by improper means, including, but not limited to, taking these
5 trade secrets in breach of confidentiality obligations owed to Leviton.

6 73. Leviton is informed and believes and on that basis alleges that General Protecht
7 induced Leviton's Customer Employee to improperly disclose Leviton's trade secrets to General
8 Protecht and that General Protecht has used those improperly obtained trade secrets without the
9 express or implied consent of Leviton, resulting in harm to Leviton, including, but not limited to,
10 loss of customers and sales.

11 74. Leviton is informed and believes and on that basis alleges that at the time of the
12 improper disclosure and/or use, General Protecht knew or had reason to know that Leviton's
13 Customer Employee's disclosure was improper and that General Protecht had acquired the trade
14 secrets through improper means, including through derogation of Leviton's Customer Employee's
15 confidentiality obligations.

16 75. As a natural and proximate result of General Protecht's misappropriation, Leviton
17 has been deprived of the profits it would have obtained from sales that it would have made to
18 customers but for General Protecht's misappropriation.

19 76. The ongoing harm to Leviton from General Protecht's misappropriation and use of
20 its proprietary information is irreparable: once revealed, these trade secrets cannot regain their
21 secrecy. Still more harm will occur to Leviton if General Protecht is allowed to make further use
22 of Leviton's proprietary technical and business strategy.

23 77. As a natural and proximate result of General Protecht's misappropriation, General
24 Protecht has been and will continue to be unjustly enriched, and Leviton has been and will
25 continue to suffer damages.

26 78. General Protecht's misappropriation was willful and malicious. Leviton is therefore
27 entitled to exemplary damages against General Protecht under Georgia Code § 10-1-763 and its
28 reasonable attorneys' fees under Georgia Code § 10-1-764.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Leviton prays for relief as follows:

Under First, Second, and Third Causes of Action

a. For a judgment declaring that those Defendants against which the patent has been asserted have each directly, indirectly, contributorily and/or by inducement, infringed U.S. Patent No. 7,463,124;

b. For a judgment declaring that those Defendants against which the patent has been asserted have each directly, indirectly, contributorily and/or by inducement, infringed U.S. Patent No. 7,737,809;

c. For a judgment declaring that those Defendants against which the patent has been asserted have each directly, indirectly, contributorily and/or by inducement, infringed U.S. Patent No. 7,764,151;

d. For a permanent injunction enjoining those Defendants against which the patents have been asserted and their officers, directors, agents, servants, employees, attorneys, successors and assigns, and all other persons acting in concert or participation with them, from infringing, inducing others to infringe or contributing to the infringement of U.S. Patent No. 7,463,124, U.S. Patent No. 7,737,809, and/or U.S. Patent No. 7,764,151;

e. An order directing each Defendant, except General Protecht, to account for and pay to Leviton all damages caused to Leviton by reason of Defendants' patent infringement, pursuant to 35 U.S.C. § 284;

f. For a judgment declaring this case exceptional under 35 U.S.C. § 285, and for an award of attorneys' fees, costs and expenses; and

g. For such other and further relief as the Court deems proper.

Under Fourth Cause of Action

h. For permanent injunctive relief to enjoin General Protecht and its agents, joint venturers, and any other person over whom General Protecht had or has control, from disclosing or using any of Leviton's confidential, proprietary information or trade secrets, including but not

1 limited to Leviton's confidential technical and business strategy (including Leviton's customer
2 pricing information), in any way;

3 i. For permanent injunctive relief requiring General Protecht and its agents, joint
4 venturers, and any other person over whom General Protecht had or has control, to preserve and
5 return to Leviton:

6 (i) all confidential, proprietary information or trade secrets, including, but not
7 limited to Leviton's confidential technical and business strategy information (including Leviton's
8 customer pricing information) acquired from Leviton;

9 (ii) all materials (in written, electronic or other form) containing any such trade
10 secret, confidential, or materials derived from such information; and

11 (iii) all copies of such materials;

12 j. For restitution and disgorgement from General Protecht of monies acquired, costs
13 avoided, or any other benefits of any kind acquired by virtue of its trade secret misappropriation;

14 k. For actual damages, including, but not limited to, lost profits, according to proof at
15 trial for General Protecht's acts of misappropriation of trade secrets;

16 l. For exemplary damages;

17 m. For pre-judgment and post-judgment interest;

18 n. For an award of reasonable attorneys' fees and costs; and

19 o. For such other and further relief as the Court deems proper.

20
21
22 Dated: March 21, 2012

FOLEY & LARDNER LLP
Professional Corporation

23
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25 By: /s/ Lisa S. Mankofsky
Lisa S. Mankofsky

26 Attorneys for Plaintiff LEVITON
27 MANUFACTURING CO., INC.
28

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38 and Civil Local Rule 3-6(a), Plaintiff hereby demands a jury trial of all issues triable by a jury.

Dated: March 21, 2012

FOLEY & LARDNER LLP
Professional Corporation

By: /s/ Lisa S. Mankofsky
Lisa S. Mankofsky

Attorneys for Plaintiff LEVITON
MANUFACTURING CO., INC.