

HONORABLE RICHARD A. JONES

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Eagle View Technologies, Inc., a Washington corporation,)	Civil Action No. 12cv618 RAJ
)	
Plaintiff,)	AMENDED COMPLAINT FOR
)	PATENT INFRINGEMENT
v.)	
)	
Aerialogics, LLC, a New Hampshire corporation,)	DEMAND FOR JURY TRIAL
)	
Defendant.)	
)	
)	
)	

Plaintiff Eagle View Technologies, Inc. for its Complaint herein, alleges as follows:

NATURE OF ACTION

1. This action arises under the Patent Laws of the United States, 35 U.S.C. § 100 *et seq.*

THE PARTIES

2. Plaintiff Eagle View Technologies, Inc., also known as EagleView Technologies, Inc., (“Plaintiff” or “EagleView”) is a Washington corporation having a principal place of business at 2525 220th Street SE, Suite 203, Bothell, Washington 98021.

1 8. On May 1, 2012, the United States Patent and Trademark Office issued United
2 States Patent No. 8,170,840 (hereinafter “the ’840 Patent”), entitled “Pitch Determination
3 Systems and Methods for Aerial Roof Estimation.” The ’840 patent has been assigned to and is
4 fully owned by Plaintiff. A true and correct copy of the ’840 Patent is attached hereto as
5 Exhibit C. The ’840 Patent is valid, enforceable, and subsisting.

6 9. In 2006, Chris Pershing and David P. Carlson, the inventors of the asserted
7 patents, created an entirely new product that did not previously exist: roof estimation software.
8 They founded a company, Eagle View Technologies, based in Bothell, Washington, that has
9 now grown to over 100 employees employed in the state of Washington. They applied for and
10 received the ’436 Patent, ’578 Patent and the ’840 Patent on their invention, which they
11 assigned to EagleView, making EagleView the sole owner of the two issued U.S. patents of
12 this action. EagleView, the owner of the patents, is an active technology company that makes
13 use of both patents as part of its daily operations in Bothell, Washington and in the products it
14 supplies to its customers. The use of the ’436, ’578 and ’840 Patents is at the core of
15 EagleView’s business.

16 10. Eagle View Technologies’ products, such as roof estimation reports, were
17 marked patent pending before the present patents issued and the patent numbers were applied
18 to the products after the patents issued.

19 FIRST COUNT - PATENT INFRINGEMENT - U.S. Patent 8,078,436

20 11. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1
21 through 9 of this Complaint.

22 12. Upon information and belief, Defendant has been, and are directly and
23 indirectly infringing one or more claims of the ’436 Patent by using, offering to sell, selling,
24 and/or causing to be used, offered for sale or sold, infringing aerial roof estimation products,
25 including reports and software, and services in this judicial district.
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1 13. Upon information and belief, Defendant offers on its website at
2 www.aerialogics.com in this judicial district and elsewhere in the United States, aerial roof
3 estimation reports that have been made by infringing one or more claims of the '436 Patent.

4 14. On November 11, 2010 Plaintiff sent Defendant a letter informing it that patent
5 applications were pending and requesting Defendant cease its infringing behavior, copy
6 attached as Exhibit D.

7 15. On March 29, 2011 Plaintiff sent Defendant another letter reasserting it had
8 patent applications pending and requesting Defendant cease its infringing behavior, copy
9 attached as Exhibit E.

10 16. On February 28, 2012, Plaintiff sent Defendant a letter informing it that
11 EagleView's '436 patent had been granted and requesting them to stop all infringing activities,
12 copy attached as Exhibit F. In this letter, EagleView offered to settle the matter and not file an
13 infringement law suit if Aerialogics agreed to stop all infringing activities and make an
14 accounting of past infringement. Aerialogics did not cease infringement and continues to
15 infringe the '436 Patent, taking away customers of EagleView by their actions.

16 17. The letter of February 28, 2012 was a reminder of prior letters which had been
17 sent informing Aerialogics of EagleView's pending patent applications and that patents
18 covering Aerialogics's products were expected to issue shortly. For example, on November 11,
19 2010, Plaintiff sent Aerialogics a letter informing it of Plaintiff's published patent applications,
20 2008/0262789 A1, and 2009/0132436 A1 entitled "Aerial Roof Estimation Systems and
21 Method," and officially notifying Aerialogics of Plaintiff's provisional patent rights, attached
22 as Exhibit D. On March 29, 2011, Plaintiff sent another letter to Aerialogics again informing it
23 of Plaintiff's published patents 2008/0262789 A1, and 2009/0132436 A1, attached as Exhibit
24 E.
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26 18. On information and belief, Defendant's infringement has been willful.
27 Defendant's products were made as an attempt to imitate EagleView's product line. Even after

1 knowledge of the existence of the patent and knowing that they had imitated and copied
2 significant portions of the EagleView material, Defendant continued to infringe the '436 patent.

3 19. Defendant offers its products and services at a lower price than EagleView in
4 direct competition with EagleView to take away customers, reducing the price at which
5 EagleView could sell their reports. Defendant's sale of reports also reduced EagleView's
6 market share, number of products sold and the price at which EagleView could sell their own
7 products. Each of these caused loss of revenue to EagleView. Defendant's infringing actions
8 have caused economic harm to EagleView in this judicial district in which EagleView's
9 headquarters are located and in which they carry out their business.

10 20. Attached as Exhibit G are samples of roof estimation reports of the type
11 provided by EagleView.

12 21. Attached as Exhibit H are samples of roof estimation reports of the type
13 provided by Aerialogics.

14 22. Plaintiff EagleView has been, and will continue to be, damaged by such
15 infringement in an amount to be proven at trial in excess of the amount for diversity
16 jurisdiction, and in a manner and amount that cannot be fully measured or compensated in
17 economic terms and for which there is no adequate remedy at law. The patent infringement
18 actions of Defendant have damaged, and will continue to damage, Plaintiff's business, market,
19 reputation, and goodwill unless Defendant's acts of patent infringement complained of herein
20 are enjoined.

21 SECOND COUNT - PATENT INFRINGEMENT - U.S. Patent 8,145,578

22 23. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1
24 through 21 of this Complaint.

25 24. Upon information and belief, Defendant has been, and are directly and
26 indirectly infringing one or more claims of the '578 Patent by using, offering to sell, selling,
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1 and/or causing to be used, offered for sale or sold, infringing aerial roof estimation products,
2 including reports and software, and services in this judicial district.

3 25. Upon information and belief, Defendant offers on its website at
4 www.aerialogics.com, in this judicial district and elsewhere in the United States, aerial roof
5 estimation reports that have been made by infringing one or more claims of the '578 Patent.

6 THIRD COUNT - PATENT INFRINGEMENT - U.S. Patent 8,170,840

7 26. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1
8 through 25 of this Complaint.

9 27. Upon information and belief, Defendant has been, and are directly and indirectly
10 infringing one or more claims of the '840 Patent by using, offering to sell, selling, and/or
11 causing to be used, offered for sale or sold, infringing aerial roof estimation products, including
12 reports and software, and services in this judicial district.

13 28. Upon information and belief, Defendant offers on its website at
14 www.aerialogics.com, in this judicial district and elsewhere in the United States, aerial roof
15 estimation reports that have been made by infringing one or more claims of the '840 Patent.

16 PRAYER FOR RELIEF

17 WHEREFORE, Plaintiff EagleView respectfully demands judgment:

18 1. That Defendant, and its respective officers, agents, servants, employees,
19 attorneys, and all other persons in active concert or participation with any of them, be enjoined
20 and restrained and permanently thereafter from all acts that infringe either the '436, '578 or the
21 '840 Patents directly, indirectly, contributorily, or by inducement, including being enjoined
22 from manufacturing, importing, using, offering for sale and/or selling aerial roof estimation
23 reports, products, or software that infringe either the '436, '578 or the '840 patents or that have
24 been made by an infringing process covered by the '436, '578 or the '840 patents.
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1 2. That Defendant be required to prepare and deliver to the Court a complete list of
2 entities to whom such Defendant has sold aerial roof estimation reports.

3 3. That Defendant be required to prepare and deliver to the Court a full accounting
4 of all aerial roof estimation reports sold, including the price at which they were sold, the date
5 sold and a profit and loss statement for each year in which any infringing activities took place.

6 4. That Defendant be required to prepare and deliver to the Court a complete list of
7 entities to whom such Defendant has sold aerial roof estimation software.

8 5. That Defendant be required to prepare and deliver to the Court a full accounting
9 of all aerial roof estimation software sold, including the price at which such software was sold,
10 the date sold and a profit and loss statement for each year in which any infringing activities
11 took place.

12 6. That Defendant, within thirty days after receiving notice of entry of judgment,
13 be required to file with the Court and serve upon Plaintiff's counsel a written report under oath
14 setting forth in detail the manner in which Defendant has complied with Paragraphs 1 through
15 5, immediately above.

16 7. That Defendant account for and pay over to Plaintiff damages sustained by
17 Plaintiff, directly and indirectly, by reason of Defendant's patent infringement.

18 8. That Defendant's infringement of the '436 patent be found willful and that
19 treble damages, together with interest and costs, be awarded under 35 U.S.C. § 284, or as
20 otherwise permitted by law.

21 9. That Defendant's infringement of the '578 patent be found willful and that
22 treble damages, together with interest and costs, be awarded under 35 U.S.C. § 284, or as
23 otherwise permitted by law.

24 10. That Defendant's infringement of the '840 patent be found willful and that
25 treble damages, together with interest and costs, be awarded under 35 U.S.C. § 284, or as
26 otherwise permitted by law.
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