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 14 ENPHASE ENERGY, INC.

15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA

17 ENPHASE ENERGY, INC.,
 18 a Delaware corporation,

19 Plaintiff,

20 v.

21 SOLARBRIDGE TECHNOLOGIES,
 22 INC.,
 23 a Delaware corporation,

24 Defendant.

Case No. 5:14-cv-04553

**COMPLAINT FOR PATENT
 INFRINGEMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff ENPHASE ENERGY, INC. (“Enphase”) alleges as follows:

2 **PARTIES**

3 1. Plaintiff Enphase is a Delaware corporation with its principal place of business at
4 1420 N. McDowell Boulevard, Petaluma, CA 94954-6515. Enphase is qualified and duly
5 authorized to conduct business in the State of California.

6 2. On information and belief, Defendant SolarBridge Technologies, Inc.
7 (“SolarBridge”) is a Delaware corporation doing business in this judicial district, and has a
8 principal place of business at 9229 Waterford Centre Boulevard, Suite 110, Austin, TX 78758.

9 **JURISDICTION AND VENUE**

10 3. This is a civil action arising under the patent laws of the United States, 35 U.S.C.
11 §§ 1 *et seq.* This Court has jurisdiction over the subject matter of this action pursuant to
12 28 U.S.C. § 1331 and 1338(a).

13 4. Personal jurisdiction as to SolarBridge is proper in the State of California and in
14 this judicial district. On information and belief, SolarBridge maintains regular and ongoing
15 business activity in this State and in this judicial district, at least through its commercial
16 relationship and sales transactions with customers in this judicial district, and therefore has
17 sufficient contacts with the State of California to satisfy the requirements of due process and Rule
18 4(k)(2) of the Federal Rules of Civil Procedure. On information and belief, in July 2014,
19 SolarBridge provided training and product briefing at a solar industry conference, Intersolar
20 North America 2014, which took place in San Francisco, California. SolarBridge offered to sell
21 microinverters for use with solar panels, and on information and belief, has sold microinverters to
22 the public in Northern California. In addition, on further information and belief, SolarBridge
23 imported or imports microinverters into the United States. Defendants have purposefully availed
24 themselves of jurisdiction by committing and continuing to commit acts of patent infringement in
25 this Judicial District, the State of California, and elsewhere in the United States.

26 5. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)-(d) and
27 1400(b).

INTRADISTRICT ASSIGNMENT

6. Under Civil L. R. 3-2(c), this action shall be assigned on a district-wide basis, notwithstanding the fact that a substantial part of the events that give rise to the claims alleged herein occurred in this judicial district.

PATENTS-IN-SUIT

7. Enphase is the sole owner of U.S. Patent No. 8,035,257 (the “257 patent”), issued on October 11, 2011, titled “Method and Apparatus for Improved Burst Mode During Power Conversion.” A true and correct copy of the ‘257 patent is attached as Exhibit A.

8. Enphase is the sole owner of U.S. Patent No. 7,986,122 (the “122 patent”), issued on July 26, 2011, titled “Method and Apparatus for Power Conversion with Maximum Power Point Tracking and Burst Mode Capability.” A true and correct copy of the ‘122 patent is attached to this Complaint as Exhibit B.

9. Enphase is the sole owner of U.S. Patent No. 7,768,155 (the “155 patent”), issued on August 3, 2010, titled “Method and Apparatus for Improved Burst Mode During Power Conversion.” A true and correct copy of the ‘155 patent is attached to this Complaint as Exhibit C.

10. Enphase is the sole owner of U.S. Patent No. 5,951,785 C1 (the “785 patent”), reexamination certificate issued on November 16, 2012, titled “Photo-Voltaic Apparatus.” The ‘785 patent was assigned to Enphase on July 23, 2014. A true and correct copy of the ‘785 patent is attached to this Complaint as Exhibit D.

11. The ‘257 patent, ‘155 patent, ‘122 patent, and the ‘785 patent are referred to collectively herein as the “Patents-In-Suit.”

ENPHASE’S SOLAR POWER CONVERSION TECHNOLOGY

12. Solar panels, or photovoltaic (“PV”) modules, convert energy received from sunlight into direct current (“DC”) electricity. Inverters play a crucial role in any solar energy system by converting DC current into grid-compliant alternating current (“AC”), the standard used by all commercial appliances, for use by consumers or for feeding back into the utility grid for use by others.

1 13. Traditionally, solar panels are connected together in a series of circuits fed into a
2 single, central inverter device that converts DC electricity generated by tens, hundreds or even
3 thousands of solar panels as if they are one unit. Smaller “microinverters,” dedicated to each
4 solar panel, are designed to improve the efficiency of the electricity generation of each panel and
5 are intended to replace these large central inverters.

6 14. Enphase is the market leader in microinverters and was the first company to
7 commercially ship microinverter systems in volume. By leveraging its design expertise across
8 power electronics, semiconductors, networking and embedded and web-based software
9 technologies, Enphase built from the ground up a semiconductor-based microinverter system
10 which brings a system-based, high technology approach to solar energy generation. The Enphase
11 microinverter system delivers efficient and reliable power conversion at the individual solar panel
12 level. The Enphase microinverter system uses proprietary digital architecture that incorporates
13 custom application specific integrated circuits, or ASICs, specialized power electronics devices,
14 and an embedded software subsystem that optimizes energy production from each panel and
15 manages the core ASIC functions. The Patents-In-Suit generally relate to methods and systems
16 for converting DC power generated by the solar panel into grid-compliant AC power. One aspect
17 of the claimed technology improves the operation of PV modules, for example, by controlling the
18 burst modes that permit them to operate efficiently even in lower sunlight conditions. Another
19 aspect of the claimed technology improves microinverter performance, for example, by providing
20 space between the microinverter and the solar panel for air to flow.

21 **THE ACCUSED PRODUCTS**

22 15. The Accused Products include at least the SolarBridge Pantheon™ Microinverter
23 (Part Nos. P235LV-240 and P235HV-240), and the SolarBridge TrueAC™ Module (Part Nos.
24 SBT250-NA240-A311 and SBT250-NA240-A111). The SolarBridge Pantheon Microinverter is
25 a plug-and-play module which receives DC power from a PV module, processes the power, and
26 outputs AC power that is phase locked to the AC power of the electric utility power grid. The
27 SolarBridge TrueAC Module is a PV module with integrated Pantheon Microinverter and AC
28 cabling. The Accused Products include the claimed features of the Patents-In-Suit, including but

1 not limited to: (i) a “burst mode” that employs “maximum power point tracking,” to obtain
2 efficient power conversion, and (ii) a physical layout of the microinverter with respect to an
3 associated PV module that permits air flow there between.

4 16. Upon information and belief, SolarBridge sells the Accused Products to at least
5 one customer located within this judicial district.

6 **FIRST CLAIM FOR RELIEF**

7 **(Infringement of U.S. Patent No. 8,035,257)**

8 17. Enphase realleges and incorporates by reference the allegations stated in
9 paragraphs 1 through 16 of this Complaint.

10 18. SolarBridge, by engaging in the unauthorized manufacture (or causing to be
11 manufactured), importation, use, sale and/or offer for sale of the Accused Products that are
12 covered by one or more of the claims of the ‘257 patent, has committed acts of direct
13 infringement of one or more claims of the ‘257 patent. These acts constitute violations of 35
14 U.S.C. § 271.

15 19. SolarBridge has committed acts of contributory and/or inducement of infringement
16 of one or more claims of the ‘257 patent by selling, supporting, and/or encouraging infringing
17 methods of use of the Accused Products to third parties, including but not limited to customers
18 and end-users. Such microinverters are not staple articles or commodities suitable for non-
19 infringing uses. These acts constitute violations of 35 U.S.C. § 271.

20 20. On information and belief, SolarBridge’s infringement of the ‘257 patent has been
21 willful and deliberate. SolarBridge is very familiar with Enphase and its revolutionary
22 microinverter technology and, on information and belief, has knowledge of the ‘257 patent.
23 Despite this knowledge, SolarBridge has continued to directly and indirectly infringe one or more
24 claims of the ‘257 patent, entitling Enphase to increased damages under 35 U.S.C. § 284 and to
25 attorneys’ fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

26 21. Such infringement has injured and damaged Enphase. Unless enjoined by this
27 Court, SolarBridge will continue its infringement, irreparably injuring Enphase.

28 22. As a direct and proximate result of SolarBridge’s infringement of the ‘257 patent,

1 Enphase has been damaged in an amount yet to be determined.

2 **SECOND CLAIM FOR RELIEF**

3 **(Infringement of U.S. Patent No. 7,986,122)**

4 23. Enphase realleges and incorporates by reference the allegations stated in
5 paragraphs 1 through 22 of this Complaint.

6 24. SolarBridge, by engaging in the unauthorized manufacture (or causing to be
7 manufactured), importation, use, sale and/or offer for sale of the Accused Products that are
8 covered by one or more of the claims of the '122 patent, has committed acts of direct
9 infringement of one or more claims of the '122 patent. These acts constitute violations of 35
10 U.S.C. § 271.

11 25. SolarBridge has committed acts of contributory and/or inducement of infringement
12 of one or more claims of the '122 patent by selling, supporting, and/or encouraging the infringing
13 use of the Accused Products to third parties. Such microinverters are not staple articles or
14 commodities suitable for non-infringing uses. These acts constitute violations of 35 U.S.C. §
15 271.

16 26. On information and belief, SolarBridge's infringement of the '122 patent is, has
17 been, and continues to be willful and deliberate. SolarBridge is very familiar with Enphase and
18 its revolutionary microinverter technology and, on information and belief, has knowledge of the
19 '122 patent. Despite this knowledge, SolarBridge has continued to directly and indirectly infringe
20 one or more claims of the '122 patent, entitling Enphase to increased damages under 35 U.S.C. §
21 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

22 27. Such infringement has injured and damaged Enphase. Unless enjoined by this
23 Court, SolarBridge will continue its infringement, irreparably injuring Enphase.

24 28. As a direct and proximate result of SolarBridge's infringement of the '122 patent,
25 Enphase has been and continues to be damaged in an amount yet to be determined.

26 **THIRD CLAIM FOR RELIEF**

27 **(Infringement of U.S. Patent No. 7,768,155)**

28 29. Enphase realleges and incorporates by reference the allegations stated in

1 paragraphs 1 through 28 of this Complaint.

2 30. SolarBridge, by engaging in the unauthorized manufacture (or causing to be
3 manufactured), importation, use, sale and/or offer for sale of the Accused Products that are
4 covered by one or more of the claims of the '155 patent, has committed acts of direct
5 infringement of one or more claims of the '155 patent. These acts constitute violations of 35
6 U.S.C. § 271.

7 31. SolarBridge has committed acts of contributory and/or inducement of infringement
8 of one or more claims of the '155 patent by selling, supporting, and/or encouraging the infringing
9 use of the Accused Products to third parties. Such microinverters are not staple articles or
10 commodities suitable for non-infringing uses. These acts constitute violations of 35 U.S.C. §
11 271.

12 32. On information and belief, SolarBridge's infringement of the '155 patent is, has
13 been, and continues to be willful and deliberate. SolarBridge is very familiar with Enphase and
14 its revolutionary microinverter technology and, on information and belief, has knowledge of the
15 '155 patent. Despite this knowledge, SolarBridge has continued to directly and indirectly infringe
16 one or more claims of the '155 patent, entitling Enphase to increased damages under 35 U.S.C. §
17 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

18 33. Such infringement has injured and damaged Enphase. Unless enjoined by this
19 Court, SolarBridge will continue its infringement, irreparably injuring Enphase.

20 34. As a direct and proximate result of SolarBridge's infringement of the '155 patent,
21 Enphase has been and continues to be damaged in an amount yet to be determined.

22 **FOURTH CLAIM FOR RELIEF**

23 **(Infringement of U.S. Patent No. 5,951,785 C1)**

24 35. Enphase realleges and incorporates by reference the allegations stated in
25 paragraphs 1 through 34 of this Complaint.

26 36. SolarBridge, by engaging in the unauthorized manufacture (or causing to be
27 manufactured), importation, use, sale and/or offer for sale of the Accused Products that are
28 covered by one or more of the claims of the '785 patent, has committed acts of direct

1 infringement of one or more claims of the '785 patent. These acts constitute violations of 35
2 U.S.C. § 271.

3 37. SolarBridge has committed acts of contributory and/or inducement of infringement
4 of one or more claims of the '785 patent by selling, supporting, and/or encouraging the infringing
5 use of the Accused Products to third parties. Such microinverters are not staple articles or
6 commodities suitable for non-infringing uses. These acts constitute violations of 35 U.S.C. §
7 271.

8 38. On information and belief, SolarBridge's infringement of the '785 patent is, has
9 been, and continues to be willful and deliberate. SolarBridge is very familiar with Enphase and
10 its revolutionary microinverter technology and, on information and belief, has knowledge of the
11 '785 patent. Despite this knowledge, SolarBridge has continued to directly and indirectly infringe
12 one or more claims of the '785 patent, entitling Enphase to increased damages under 35 U.S.C. §
13 284 and to attorneys' fees and expenses incurred in prosecuting this action under 35 U.S.C. § 285.

14 39. Such infringement has injured and damaged Enphase. Unless enjoined by this
15 Court, SolarBridge will continue its infringement, irreparably injuring Enphase.

16 40. As a direct and proximate result of SolarBridge's infringement of the '785 patent,
17 Enphase has been and continues to be damaged in an amount yet to be determined.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Enphase prays that this Court enter judgment as follows:

- 20 (A) Adjudicating and declaring that SolarBridge has infringed, actively induced
21 infringement of, and/or contributorily infringed the Patents-In-Suit;
- 22 (B) Preliminarily and permanently enjoining SolarBridge, its officers, agents, servants,
23 employees, attorneys and all persons in active concert or participation with it from
24 further infringement of the Patents-In-Suit or, to the extent not so enjoined,
25 ordering SolarBridge to pay compulsory ongoing royalties for any continuing
26 infringement of the Patents-In-Suit;
- 27 (C) Ordering that SolarBridge account, and pay actual damages (but no less than a
28 reasonable royalty), to Enphase for SolarBridge's infringement of the Patents-in-

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Suit;

(D) Declaring that SolarBridge willfully infringed one or more of the Patents-in-Suit and ordering that SolarBridge pay treble damages to Enphase as provided by 35 U.S.C. § 284;

(E) Ordering that SolarBridge pay Enphase’s costs, expenses, and interest, including prejudgment interest, as provided for by 35 U.S.C. § 284;

(F) Declaring that this is an exceptional case and awarding Enphase its attorneys’ fees and expenses as provided for by 35 U.S.C. § 285;

(G) Granting Enphase such other and further relief as the Court deems just and appropriate, or that Enphase may be entitled to as a matter of law or equity.

Respectfully submitted,

Dated: October 10, 2014

MORGAN, LEWIS & BOCKIUS LLP

By /s/ Michael J. Lyons
Michael J. Lyons
Attorneys for Plaintiff
Enphase Energy, Inc.

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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Enphase hereby requests a trial by jury.

Respectfully submitted,

Dated: October 10, 2014

MORGAN, LEWIS & BOCKIUS LLP

By /s/ Michael J. Lyons
Michael J. Lyons
Attorneys for Plaintiff
Enphase Energy, Inc.