

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

SOLBELLO, INC.,	)	
	)	
Plaintiff	)	
	)	CIVIL ACTION FILE NO.:
v.	)	1:25-cv-00267-JRH-BKE
	)	
SHORESHADE LLC,	)	
	)	
Defendant	)	

**SECOND MOTION FOR PRELIMINARY INJUNCTION
AND REQUEST FOR HEARING**

INTRODUCTION

Several months ago, Solbello filed its original preliminary injunction motion to prevent ShoreShade’s copycat product from continuing to infringe Solbello’s patent. In response, ShoreShade assured this Court that an injunction would be unnecessary because it had stopped selling the product Solbello had accused of infringing—and that it was on the verge of selling a supposed “next generation” product.

ShoreShade promised this “new” iteration would not infringe because of an “end cap” that would prevent the shade from rotating with the wind.

Specifically, ShoreShade told this Court that:

- The accused product “is being phased out,” and that the “next generation design [would] not have a pole that rotates relative to the beach sand, so the product ***will not self-adjust*** to the wind in [the same] manner.” (D.E. 22, at 2 (emphasis added)).
- The “next generation design will include [a] lower end cap at the base of the pole, which includes fins that are specifically configured to ***prevent rotation*** of the pole to the direction of the blowing wind.” (*Id.* at 16 (emphasis added)).

- “The engagement of the fins with the sand will **prevent rotation** of the lower end cap.” (*Id.* (emphasis added)).
- “[T]he top beams and arms will still be attached to the pole in a similar manner so they will not freely rotate relative to the pole, **thus preventing rotation of these components relative to the blowing wind.**” (D.E. 22 at 16–17 (emphasis added)).

Based in large part on those representations, this Court denied Solbello’s motion as effectively moot. (D.E. 42, at 5, 10–11).

But ShoreShade’s representations were and are false. ShoreShade has now begun selling its purported “new” shade. But this is no “new” product at all.¹ The allegedly “new” version self-rotates with the wind in the same manner as the product the Court previously observed. And it’s difficult to see how ShoreShade could have reasonably believed that it would operate any differently.

Although the “new” iteration does feature an end cap, it does nothing to prevent the sunshade from rotating. A cursory look at the cap reveals why: the fins on its sides are mere **millimeters** wide and **centimeters** long. Solbello’s testing confirmed the obvious. ShoreShade’s product still self-rotates with ease, in direct contravention of what it told this Court.

Worse, the very week that ShoreShade began selling its product again, Solbello started receiving reports of consumer confusion—customers thinking ShoreShade’s copycat product was Solbello’s. This has left Solbello with no choice but to again seek a preliminary injunction.

¹ None of ShoreShade’s marketing materials advertised a “new” or “next generation” product at the time the lawsuit was filed or the preliminary injunction motion was heard. (D.E. 32-1, at 2–9). Instead, ShoreShade’s website indicated consumers could get on a waitlist to receive the original product once it was back in stock. (*Id.*). This suggests that ShoreShade’s use of the terms “new” and “next generation” is litigation driven.

In short, ShoreShade’s claims of a “new” product appear to have been overstated so as to allow ShoreShade to avoid a decision on the initial preliminary injunction and clear the way for it to sell effectively the same product as beach season begins. The Court should enjoin ShoreShade from continuing its unlawful activity.

STATEMENT OF FACTS

To avoid restating the same facts, Solbello incorporates by reference the background outlined in its original preliminary injunction briefing. (*See* D.E. 5, at 4–9). Below, Solbello predominantly sets forth the new developments since it first moved for preliminary relief.²

A. Paul James and Danny Gillis Found Solbello and Patent Their Invention, Which ShoreShade Rips Off.

As set forth more fully in Solbello’s original briefing, Paul James founded Solbello in 2019 and spent years developing its primary product, the Solbello Shade—an innovative sunshade that requires minimal setup and is easy to transport. (D.E. 1 ¶ 7). Danny Gillis joined soon after, and the duo invested years marketing the product and building the company’s brand. (*Id.* ¶ 8). Solbello obtained several patents for its product and applied to have one of its patents reissued in 2023. (*Id.* ¶¶ 15, 20). It obtained that reissued utility patent in 2025, which bears U.S. Patent No. RE50606 E (the “606 Patent”). (*Id.* ¶¶ 20–30).

² Because ShoreShade’s supposedly “new” version of its product is not truly a “new” product at all, the existing complaint on file at D.E. 1 adequately covers the facts pertinent to this motion. However, out of an abundance of caution, Solbello has also contemporaneously moved for leave to file an amended complaint that would add allegations specifically related to this “next generation” version. Should this Court be inclined to grant leave to amend and deem Solbello’s Amended Complaint filed, that would moot ShoreShade’s currently pending motion to dismiss. (D.E. 21).

Claim 44 of that patent reads as follows, with its discrete elements demarcated in added brackets:

- [1] A sun shade assembly comprising:
- [2] a mast configured to extend upwardly from a supporting surface, and
- [3] having a top end and a bottom end;
- [4] at least one rib located proximate the top end of said mast, and configured to rotate relative to the supporting surface;
- [5] a sail having a proximal edge secured to said rib and an unrestrained free edge adapted to unfurl in response to blowing of the wind, and
- [6] wherein an entire surface area of said sail is unrestrained from the proximal edge to the free edge; and
- [7] when unfurled, said sail and rib are adapted to rotate together to a direction of the blowing wind.

(*Id.* ¶ 53).

ShoreShade took notice of Solbello's innovative product and thought it could pass a copycat version off as its own. In 2022, shortly before ShoreShade was even formed, its owner purchased Solbello's product. (*Id.* ¶ 32–33). Soon after, ShoreShade began selling a virtually identical sunshade that, unsurprisingly, infringes Solbello's '606 Patent. (*See id.* ¶¶ 37–44).

B. Solbello Moves for a Preliminary Injunction, Which This Court Denies Based on ShoreShade's Representations.

To safeguard its hard-earned intellectual property, Solbello moved for a preliminary injunction in early November 2025, after attempts to have ShoreShade cease its infringing conduct without resorting to litigation failed. (D.E. 5, at 9). Whether and to what extent the ShoreShade or its components rotated was central to each of ShoreShade's arguments challenging Solbello's likelihood of success on the merits. (*See* D.E. 22, at 8–18). Merits aside, ShoreShade made two additional

representations to this Court in an effort to convince it that preliminary injunctive relief would be inappropriate at that juncture.

First, ShoreShade promised this Court that it had fully stopped selling the original version of its sunshade. (*E.g.*, D.E. 22, at 7–8; 22-1, at 2–3). And it argued that none of its activity on its retail website—listing the product alongside a price, describing the product, and allowing customers to join a waitlist to purchase it—was even an “offer to sell” that would constitute ongoing infringing activity. (D.E. 34-1, at 1–3; D.E. 42, at 3).

After this Court expressed concern about whether certain of these aspects of ShoreShade’s website indicated it was offering to sell its product, ShoreShade made a host of additional changes to its site. (D.E. 37-1, at 2). For instance, it removed the banner allowing customers to join its waitlist and replaced it with one that touted a “NEW & IMPROVED NEXT GEN SHORESHADE” which was “COMING SOON.” (*Id.*). It also removed a button that read: “Shop Now.” (*Id.*). And it demarcated its supposed first iteration as “DISCONTINUED.” (*Id.* at 3).

Second, and relatedly, ShoreShade represented time and again to this Court that it would soon begin selling a “next generation” version of its product. (D.E. 22, at 2). And it argued that this Court could largely sidestep the merits of Solbello’s infringement arguments because its “new” product would “moot[]” any need for an injunction. (D.E. 22, at 2). According to ShoreShade, there was no way this “new” product would infringe the ’606 Patent because it would feature an “end cap” with

four external “fins,” which would be affixed to the lower end of the product’s mast with an adhesive. (D.E. 22, at 17; *see* D.E. 22-1, at 4).

ShoreShade told this Court that the new end cap, with its external fins, would *entirely* “prevent” the product from rotating and “self-adjust[ing] to the wind.” (D.E. 22, at 2, 17). It repeated those representations in open court at the December 1 hearing. (D.E. 42, at 4–5).

Prior to Solbello filing suit, ShoreShade had never given any public indication that it would be offering some “new” version of its product for sale. Quite the contrary, in fact. On its website, ShoreShade had indicated it would be continuing to sell the same product it had always been selling, depicting photographs of that previous version and inviting customers to “Shop Now” and “Buy Now.” (D.E. 32-1, at 7, 9). The website stated its product was “SOLD OUT,” but invited customers to “JOIN [ITS] WAITLIST TO BE THE FIRST TO KNOW” when that product went back on sale. (*Id.* at 7).

What’s more, before Solbello filed suit, nowhere did ShoreShade’s website remotely suggest it would be offering a “next generation” shade—likely because it wasn’t planning to tout it as a “new” product at all. Indeed, by its own admission, it was only after this Court’s “dialogue and questions” during the December 1 hearing on Solbello’s motion for preliminary injunction that it began touting a “next generation” product to the public. (D.E. 37-1, at 2).

Ultimately, after full briefing and a hearing, this Court denied Solbello’s motion for preliminary injunction as effectively moot. The Court found that

ShoreShade was no longer “selling” or “offering to sell” the first iteration of its product, particularly because it had since made changes to its website like removing product information such as price, marking the products as “discontinued,” and “announc[ing] a ‘New & Improved Next Gen ShoreShade.’” (D.E. 42, at 10–11).

C. ShoreShade Begins Selling the “New” Version of Its Shade, Which Is a Barely Modified Facsimile of Its First Version.

ShoreShade has now begun to sell the supposed “New & Improved” version of its product that it repeatedly touted. Solbello purchased and received one of these “new” iterations in early April. (Decl. of P. James ¶ 9, attached hereto as **Exhibit A**). And its testing has revealed that ShoreShade’s promise—that this “new” product would pose no infringement concerns because it would not be able to rotate at all—was false. The new end cap does nothing to prevent the “next generation” product from rotating. (*Id.* ¶¶ 11–12). This “new” iteration is the same as the old one; all ShoreShade has done is affix a non-functional cap at the bottom of its mast. In fact, Defendant appears to have used the *same primary photograph for its Alleged First Iteration ShoreShade that it now uses for the Alleged Second Iteration ShoreShade*. (*Id.* ¶¶ 20–22); compare First Am. Compl. ¶ 53; with D.E. 21, at 6. Those photos are depicted below:



Before discussing the results of Solbello's real-world testing, it's worth taking a common-sense look at this supposedly new end cap feature. Even a cursory look at that feature confirms that the cap and its fins will do precisely nothing to prevent the shade from rotating once placed in the sand. As the photographs below depict, the end cap's fins are a paltry **3.8 millimeters wide** and **6 centimeters long**. (Ex. A ¶ 13). The shade itself stands over **six feet tall** once anchored in the sand, and its wingspan is **eight feet wide**. (*Id.* ¶ 14). There is simply no way this end cap could prevent a shade of this size from rotating when set up on the beach. (*Id.* ¶¶ 15–16).





(*Id.* ¶ 14).

Solbello’s internal testing of this “next generation” product has confirmed as much. Solbello took the ShoreShade to three separate beaches and tested it. (*Id.* ¶ 10). The results, depicted on video in **Exhibit B**, speak for themselves: the end cap does nothing. The shade still rotates freely to be in the direction of the wind, just as much as the prior iteration did. As Mr. James explains in his attached declaration, no one with any modicum of experience with beach shades would believe this end cap would prevent self-rotation with the wind. (Ex. A ¶¶ 15–16).

Simply put, contrary to what ShoreShade told this Court, the product rotates.

ARGUMENT

Just as ShoreShade’s previous iteration infringed the ’606 Patent, so too does this supposedly “new” product. This Court should preliminarily enjoin ShoreShade from its unlawful activity now that it’s committed to this “new” version. Given ShoreShade’s conduct and its impact on the market: (1) Solbello is more likely than not to succeed on the merits of its claim for patent infringement;³ (2) it will suffer irreparable injury absent a preliminary injunction; (3) the injury to Solbello outweighs any damage an injunction would cause ShoreShade; and (4) the public interest favors an injunction. *See Revision Mil., Inc. v. Balboa Mfg. Co.*, 700 F.3d 524, 525–26 (Fed. Cir. 2012).

I. Solbello’s Infringement Claim Is Likely to Succeed.

Solbello is likely to succeed in showing that ShoreShade’s “next generation” product infringes the ’606 Patent. There is likely no dispute over the first two prongs of Solbello’s patent infringement claim: Solbello owns the ’606 Patent, and ShoreShade is—at the very least—manufacturing, selling, and offering to sell its “next generation” shade. *See Kanga Care, LLC v. Bumbum Babies, LLC*, 2022 WL 22650525, at *2 (S.D. Ga. Oct. 25, 2022) (Hall, J.).

That leaves the final prong. “[E]very element” of at least one of the patent’s claims must be “present in the alleged infringing product, either through literal infringement or the doctrine of equivalents.” *UCB, Inc. v. Teva Pharms. USA, Inc.*, 2015 WL 11199058, at *10 (N.D. Ga. Mar. 18, 2015). As the parties’ previous briefing

³ As this Court recognized in its prior order, “the Federal Circuit applies a more lenient standard to meet likelihood of success on the merits.” (D.E. 42, at 6).

has made clear, only Element 4 of Claim 44 is at issue; ShoreShade concedes its product meets all the claim’s other limitations. (*See generally* D.E. 22). For the purposes of this motion, Solbello limits its discussion to direct infringement generally, and the doctrine of equivalents in particular.

A. The “next generation” ShoreShade infringes the ’606 Patent.

Element 4 of Claim 44 discloses “at least one rib located proximate the top end of said mast, and configured to rotate relative to the supporting surface.” (D.E. 22, at 8–9). ShoreShade asserts that, properly construed, that language refers to “at least one rib . . . *specifically designed* to rotate relative to the mast.” (D.E. 22, at 11 (emphasis added)). In other words, it thinks that “configured to” must mean “specifically designed.” And it believes the “next generation” ShoreShade thus cannot infringe the ’606 Patent. That is wrong. Even analyzed under the framework ShoreShade proffers, the “new” iteration of the ShoreShade still infringes under the doctrine of equivalents.

The doctrine of equivalents “prevents an accused infringer from avoiding infringement by changing only minor or insubstantial details of a claimed invention while retaining their essential functionality.” *Smartrend Mfg. Grp. (SMG), Inc. v. Opti-Luxx Inc.*, 159 F.4th 1322, 1332 (Fed. Cir. 2025). Under this doctrine, “a product or process that does not literally infringe upon the express terms of a patent claim may nonetheless be found to infringe if there is ‘equivalence’ between the elements of the accused product or process and the claimed elements of the patented invention.” *Warner-Jenkinson Co. v. Hilton Davis Chem. Co.*, 520 U.S. 17, 21 (1997).

Equivalence “does not require complete identity for every purpose and in every respect.” *Nestier Corp. v. Menasha Corp.-Lewisystems Div.*, 739 F.2d 1576, 1579 (Fed. Cir. 1984). Indeed, “two physical components of an accused device may be viewed in combination to serve as an equivalent of one element of a claimed invention.” *Ethicon Endo-Surgery, Inc. v. U.S. Surgical Corp.*, 149 F.3d 1309, 1320 (Fed. Cir. 1998). At bottom, an aspect of an accused product is sufficiently “equivalent” to a claimed element if it “[1] performs substantially the same function [2] in substantially the same way [3] to obtain the same result.” *Graver Tank & Mfg. Co. v. Linde Air Prods. Co.*, 339 U.S. 605, 608 (1950); accord *Shibumi Shade, Inc. v. Beach Shade LLC*, 2022 WL 390839, at *9 (E.D.N.C. Feb. 8, 2022). ShoreShade’s rib-mast mechanism checks each of those boxes with respect to Element 4 of Claim 44 of the ’606 Patent.

Substantially the same function. Begin with the first prong: the pertinent aspects of the ShoreShade perform “substantially the same function” as Element 4. Under ShoreShade’s construction, Element 4 calls for at least one rib that is “specifically designed to rotate relative to the mast.” (D.E. 22, at 11).⁴

Although ShoreShade says it’s at least *trying* to prevent its product from rotating, and although the rib rotates *with* the mast instead of around it, the rib and mast fit together to perform effectively the same function as Element 4.

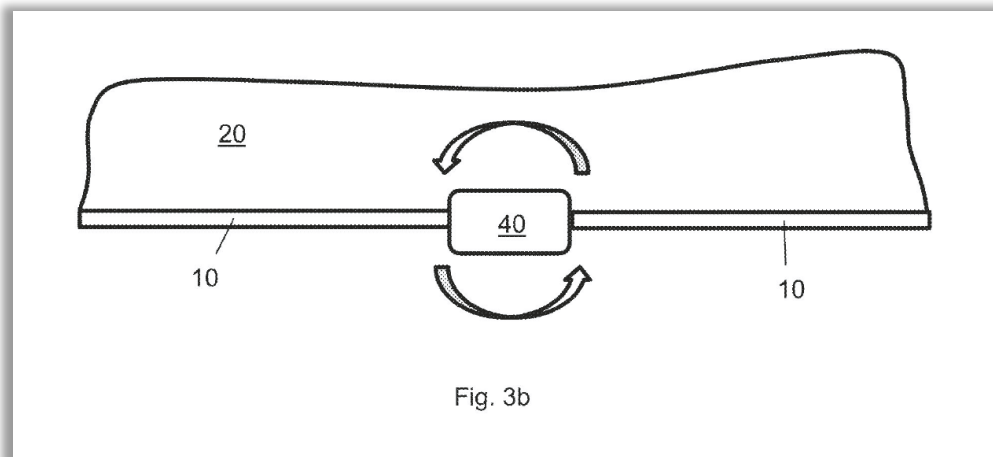
Both mechanisms—the one disclosed in Element 4 and the one in the ShoreShade—facilitate the rib’s rotation to match the direction of the wind, and the

⁴ To be clear, courts generally do not construe “specifically designed” to impute some sort of subjective standard into an infringement analysis. *E.g.*, *Trove Brands, LLC v. CamelBak Prods., LLC*, 756 F. Supp. 3d 760, 781 (N.D. Cal. 2024).

new end cap “feature” does nothing to prevent that rotation. (Ex. A ¶¶ 11–16, 24–28). The only difference is that the Solbello uses a single piece to accomplish its rotation; the ShoreShade uses the connected rib and mast pieces to do the same thing. (*Id.* ¶ 25). And it’s well accepted that “[t]wo physical components of an accused device may be viewed in combination to serve as an equivalent of one element of a claimed invention.” *Shibumi*, 2022 WL 390839, at *10 (quoting *Ethicon*, 149 F.3d at 1320).

Substantially the same way. The rib-mast mechanism of the ShoreShade also accomplishes its rotational function in substantially the same *way* as Element 4.

In both, the products self-rotate around a single vertical axis, so that the rib(s) are able to provide a full range of horizontal motion. (Ex. A ¶¶ 25–26). In the ShoreShade, the entire mast rotates around a vertical axis when placed in the sand. (*Id.*). In Element 4 (and in the Solbello itself), the ribs are able to rotate around the mast itself. (*Id.*). But in both iterations, the products rotate around one vertical axis. (*Id.*). A top-down diagram from the ’606 Patent that depicts this vertical-axis rotation is reproduced below:



(Ex. A ¶26; D.E. 1, at 41). The rotation function thus occurs in the same *way* as well; the only distinction between the two is *where* the rotation happens. By no means can that constitute a “substantial[]” deviation. *Shibumi*, 2022 WL 390839, at *10.

Achieve the same result. Finally, the pertinent aspect of the ShoreShade “achieve[s] the same result” as Element 4. Under ShoreShade’s construction of that limitation, at least one rib is “specifically designed” to rotate around the “mast,” allowing the beachgoer to receive consistent shade based on wind direction. (D.E. 22, at 11).

The ShoreShade’s rib-mast mechanism does the same thing. (Ex. A ¶ 25). Even with the new end cap, the connected rib and mast rotate freely once placed in the sand, automatically turning to face the wind and providing consistent shade. (*Id.*). The results are the same.

If more support were needed to show that the ShoreShade’s rib-mast mechanism is equivalent to Element 4, the recent *Shibumi* litigation—in this very industry—provides it. In relevant part, the plaintiff in that case held a patent covering a beach-shade system whose claims required “a single, continuous frame . . . consist[ing] of a plurality of sections.” *Shibumi*, 2022 WL 390839, at *5. The defendant marketed a competing beach shade that, on its face, did not literally satisfy that limitation. Rather than a single continuous frame, the defendant’s product used two poles connected end-to-end through a center connector. *Id.* at *10. The defendant argued that meant its product was not “equivalent” to *Shibumi*’s shade. *Id.*

The court disagreed. It first noted that “inserting two poles into a connector to create a frame performs substantially the same function as setting up a single, continuous frame.” *Id.* That is, “[b]oth function[ed] as a structure with which the canopy engages and which elevates and aerially suspends that canopy to provide shade.” *Id.* And the “result of both systems” was likewise the same. That structure created “a frame perpendicular to the surface with its ends terminating in the surface supporting the frame.” *Id.* Finally, the products achieved that result “substantially the same way.” *Id.* Shibumi’s patent “imagine[d] a *plurality* of sections of a frame connected end-to-end to achieve” its “final frame shape,” while the accused product used two frame poles (themselves consisting of a plurality of connecting pieces), “that ultimately connect in the middle by a separate connector piece.” *Id.* (emphasis added). Putting that all together, both Shibumi’s patent and the accused product used a series of poles that fit together to form a frame, which attached to a canopy to provide shade. These aspects of the two products performed substantially the same function, in substantially the same way, to achieve the same result.

The Solbello and ShoreShade are much the same. Just as both elements in *Shibumi* created a structure for a canopy that ultimately “elevate[d] and aerially suspend[ed] that canopy to provide shade,” *id.* at *10, both Element 4 and the ShoreShade’s rib-mast element provide a mechanism that rotates, in the same way, to provide shade. The issue is ultimately that straightforward. ShoreShade appears to “concede[] that the ability of the rib to automatically rotate with the blowing wind is critical.” (D.E. 22, at 17). Yet, directly counter to what ShoreShade represented to

this Court, its supposedly “next generation” product rotates in the direction of the wind just as much as its prior one did. Its rib-mast mechanism still infringes the ’606 Patent under the doctrine of equivalents.

B. ShoreShade’s anticipated responses lack merit.

ShoreShade will likely marshal two interrelated responses, both of which will fail for a host of reasons.

First, it’ll likely claim that the “next generation” version could not possibly infringe because it was—supposedly—designed to *prevent* rotation, the very aspect of the product that both Solbello and ShoreShade apparently “concede[] . . . is critical” to Claim 44. (D.E. 22, at 17). Second, it may argue that if the ’606 patent covered the “next generation” ShoreShade via the doctrine of equivalents, that would “vitate,” or render meaningless, Claim 44’s limitation that the ribs rotate because the “new” iteration “contain[s] the antithesis of the claimed structure.” (D.E. 22, at 17 (quoting *Steuben Foods, Inc. v. Shibuya Hoppmann Corp.*, 127 F.4th 348 (Fed. Cir. 2025))). Both points are wrong for essentially the same reasons.

As a threshold matter, ShoreShade is wrong that Element 4’s “configured to” language must mean “specifically designed.” The Federal Circuit often construes “configured to” to mean simply “capable of.” *E.g., In re Blue Buffalo Enters., Inc.*, 2026 WL 100470, at *1 (Fed. Cir. Jan. 14, 2026).

But even accepting ShoreShade’s construction, these points lack merit. ShoreShade *did* specifically design the “new” iteration to self-rotate. By all accounts, it knew its first version rotated—it effectively admitted as much in its earlier briefing.

(*C.f.* D.E. 22, at 16 (touting the “next generation’s” end cap which *would*, according to ShoreShade, “prevent rotation”)). And as Paul James explains in his declaration, no person with *any* experience with beach shades—let alone an entity whose whole business is selling them—would think this particular end cap would change the prior iteration’s vertical rotation feature. (Ex. A ¶ 16). By knowing about, but specifically refusing to change, its product’s functionality, it did indeed design the ShoreShade to self-rotate.

In all events, though, the Supreme Court has made clear that “intent plays no role in the application of the doctrine of equivalents.” *Warner-Jenkinson Co. v. Hilton Davis Chem. Co.*, 520 U.S. 17, 36 (1997). What matters are instead the objective attributes of the product. And despite what ShoreShade says it *intended* the end cap to do, there can be no serious dispute that the product still *actually* rotates.

II. Solbello Will Suffer Irreparable Harm Without a Preliminary Injunction.

ShoreShade’s purportedly “next generation” product has already—and will continue to—irreparably harm Solbello. As explained in Solbello’s initial preliminary injunction brief, (D.E. 5, at 18–22), a preliminary injunction is the only way to stop that harm from persisting. Solbello incorporates that discussion by reference here. And all of those harms are compounded during this time of year, as beach season begins to pick up and as ShoreShade begins to distribute the product it told this Court could not possibly infringe.

ShoreShade did not meaningfully rebut any of Solbello’s points on irreparable harm in its opposition brief, instead falling back onto its claim that Solbello is

unlikely to succeed on the merits. (D.E. 22, at 18–19). Just as it was unable to articulate any real, independent reason Solbello would not be irreparably harmed absent an injunction, it will likewise be unable to do so now.

As more fully discussed in its initial briefing, Solbello’s patent gives it a “statutory right to exclude others from practicing” its invention. *Metso Mins., Inc. v. Powerscreen Int’l Distrib. Ltd.*, 788 F. Supp. 2d 71, 74 (E.D.N.Y. 2011) (citing *Acumed LLC v. Stryker Corp.*, 551 F.3d 1323, 1328 (Fed. Cir. 2008)). The invasion of that right often produces injuries that money damages simply cannot remedy. *Doubleday Acquisitions LLC v. Envirotainer AB*, 2022 WL 2784800, at *8 (N.D. Ga. May 31, 2022). Those include loss of goodwill due to customer confusion, loss of market share and business opportunities, and price erosion. *Celsis In Vitro, Inc. v. CellzDirect, Inc.*, 664 F.3d 922, 930 (Fed. Cir. 2012); *BellSouth Telecomms., Inc. v. MCIMetro Access Transmission Servs., LLC*, 425 F.3d 964, 970 (11th Cir. 2005). And when a plaintiff and defendant are direct competitors, the risk of irreparable harm is even more acute because the defendant is far more likely to be able to “usurp the pioneering company’s market position and goodwill.” *Emory Univ. v. Nova Biogenetics, Inc.*, 2008 WL 2945476, at *4 (N.D. Ga. July 25, 2008).

Each of these factors is present here. ShoreShade’s infringement has, and will continue to, cause Solbello to lose business, forfeit goodwill through customer confusion, and set its prices unsustainably low to compete with ShoreShade’s knockoff. And those harms are compounded by the fact that ShoreShade competes directly with Solbello. (D.E. 5, at 18–22).

Indeed, customer confusion is perhaps even *worse* than it was when Solbello initially filed suit. ShoreShade’s “next generation” sunshade has only been on the market for a few weeks as of the filing of this motion. Yet, in that short span, Solbello has already received a host of messages from customers expressing confusion between its product and ShoreShade’s. (Ex. A ¶¶ 29–30). That kind of confusion threatens to erode Solbello’s hard-earned goodwill and reputation.

That’s particularly so given the ShoreShade’s significantly inferior performance. Unlike the Solbello, the ShoreShade cannot withstand high winds. (D.E. 1 ¶¶ 64–66). So when customers see a ShoreShade topple over after a gust, they are likely to associate that poor performance with Solbello. *See Teledyne Indus., Inc. v. Windmere Prods., Inc.*, 433 F. Supp. 710, 740 (S.D. Fla. 1977) (“Plaintiff will sustain injury if customers might attribute the goods of another to itself, and this injury is by its very nature irreparable . . .”). That harm is no less likely to occur simply because ShoreShade’s “next generation” product adds a small end cap to the bottom of the mast. Consumers in the real world will not spot that minor difference—particularly because the end cap *is not visible* once the ShoreShade is anchored into the sand.

Compounding these harms, and the harms outlined in Solbello’s initial brief, beach season is now upon us. (Ex. A ¶ 32.). Customers are placing orders for the summer, and ShoreShade’s continued distribution of its purported “next generation” product will divert sales, confuse consumers, and erode goodwill at the moment consumers are most likely to purchase beach equipment. (*Id.*). Each day without an injunction is a day that ShoreShade exploits Solbello’s hard-earned intellectual

property during the most critical time of year for its business. ShoreShade should be immediately enjoined from ripping off Solbello's product once again.

ShoreShade might try to counter, as it attempted to before, by pointing out that any irreparable harm must be "caused by the alleged infringement." (D.E. 22, at 18 (citing *Apple Inc. v. Samsung Elecs. Co.*, 735 F.3d 1352, 1361 (Fed. Cir. 2013))). And it may argue that none of the infringing aspects of its product cause, or will cause, any of these myriad harms. That would be wrong. True, there must be a "causal nexus" between the alleged infringement and the alleged harm. *Apple*, 735 F.3d at 1359–60. But that's typically only an issue where, like in *Apple*, "the accused product includes many features of which only one (or a small minority) infringe." *Shibumi*, 2022 WL 390839, at *15 (quoting *Apple, Inc. v. Samsung Elecs. Co.*, 695 F.3d 1370, 1374 (Fed. Cir. 2012)). In contrast, the Federal Circuit has explained that "[t]he causal-nexus inquiry may have little work to do . . . when the infringing product contains no feature relevant to consumers' purchasing decisions other than what the patent claims." *Genband US LLC v. Metaswitch Networks Corp.*, 861 F.3d 1378, 1384 n.2 (Fed. Cir. 2017). Where that is the case, the "causal nexus and consumer demand may be apparent from the simple fact of infringing sales." *Id.* Put more plainly, where the product "essentially is the claimed invention, with no significant additional features," the causal nexus element is generally satisfied. *Regeneron Pharms., Inc. v. Mylan Pharms. Inc.*, 127 F.4th 896, 918 (Fed. Cir. 2025).

That is the case here. There effectively *would be* no ShoreShade absent the infringing elements. So ShoreShade is hard-pressed to argue Solbello wouldn't suffer any harm from its infringement.

III. The Balance of Harms Favors Solbello.

The balance of harms still favors Solbello just as much as it did in November—if not more so. It still stands to lose the market share and reputation it has spent years fostering through legitimate means. ShoreShade offered precisely *no* independent argument to the contrary in its prior briefing, and nothing about the “next generation” product changes that calculus. That is not surprising. “[R]equiring [the patentholder] to compete against its own patented invention, with the resultant harms described above, places a substantial hardship on [the patentholder].” *Robert Bosch LLC v. Pylon Mfg. Corp.*, 659 F.3d 1142, 1156 (Fed. Cir. 2011). Nor can ShoreShade claim it will be harmed by being enjoined from selling its infringing shade. “[I]t is axiomatic that an infringer . . . cannot complain about the loss of ability to offer its infringing product.” *LEGO A/S v. ZURU Inc.*, 799 F. App'x 823, 832 (Fed. Cir. 2020) (second alteration in original).

IV. The Public Interest Favors an Injunction.

Nor did ShoreShade offer any independent reason the public interest weighs in its favor; instead, it fell back on its merits arguments as well. (D.E. 22, at 19–20). Again, that is no surprise. An injunction would undoubtedly advance the public interest at large.

For one thing, “the public interest nearly always weighs in favor of protecting property rights.” *Apple Inc. v. Samsung Elecs. Co.*, 809 F.3d 633, 647 (Fed. Cir. 2015).

In the patent context, for instance, it’s “well-established” that “the public has a strong interest in protecting patent rights and incentivizing innovation, especially for practicing patent holders.” *Canon, Inc. v. Color Imaging, Inc.*, 292 F. Supp. 3d 1339, 1356 (N.D. Ga. 2018); accord *Sanofi-Synthelabo v. Apotex, Inc.*, 470 F.3d 1368, 1383 (Fed. Cir. 2006). After all, whatever marginal benefit another competitor in the market might give to consumers, “the public has a greater interest in acquiring new technology through the protections provided by the Patent Act than it has in buying ‘cheaper knock-offs.’” *Douglas Dynamics, LLC v. Buyers Prods. Co.*, 717 F.3d 1336, 1346 (Fed. Cir. 2013). The same is true here. The public is far better served by ensuring that inventions like Solbello’s are developed in the first place than in gaining access to cheaper copycat versions.

For another, “the public interest is served by preventing consumer confusion in the marketplace.” *Davidoff & CIE, S.A. v. PLD Int’l Corp.*, 263 F.3d 1297, 1304 (11th Cir. 2001). No consumer wants to purchase a product, only to find out later it wasn’t the genuine article. Yet that is exactly the situation ShoreShade has created. It has misled—and by all indications will continue to mislead—customers by infringing Solbello’s patent. “By putting an immediate end to [ShoreShade’s] deceptive practices that have misled, confused, and victimized consumers, . . . injunctive relief will serve the public interest.” *Ryder Sys., Inc. v. Storage & Moving Servs., Inc.*, 2013 WL 3873231, at *7 (S.D. Fla. July 25, 2013).⁵

⁵ ShoreShade tried to distinguish *Davidoff* and *Ryder System* in its previous response brief by pointing out that those cases arose under the Lanham Act. (D.E. 22, at 20). But neither of those opinions cabined their reasoning to that context.

BOND

As discussed in Solbello's original brief, this Court has broad discretion in setting the amount of the bond discussed in Federal Rule of Civil Procedure 65(c), and indeed may impose none at all. *BellSouth*, 425 F.3d at 971. ShoreShade did not offer any independent argument as to the amount of the bond in its original brief. Instead, it asked for supplemental briefing if this Court was inclined to grant Solbello's motion. (D.E. 22, at 20). Should ShoreShade take that same position now, this Court should not grant that request. Having the parties proceed through yet *another* round of briefing—after the parties have already filed *five* briefs about whether the Court should enjoin ShoreShade based on its original product—would only serve to further delay the injunction that Solbello is entitled to.

CONCLUSION

For these reasons, Solbello respectfully asks that the Court grant its Motion for Preliminary Injunction, and enjoin ShoreShade from manufacturing, using, promoting, or selling its accused product.

This the 30th day of April, 2026.

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Certificate of Service

I hereby certify that on April 30, 2026, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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