

1 DICKINSON WRIGHT PLLC
2 Steven A. Caloiaro, Bar No. 284410
3 SCaloiaro@dickinsonwright.com
4 100 West Liberty Street, Suite 940
5 Reno, Nevada 89501-1991
6 Tel: (775) 343-7500
7 Fax: (844) 670-6009

8 John S. Artz (*pro hac vice forthcoming*)
9 Sharae' L. Williams (*pro hac vice forthcoming*)
10 JSArtz@dickinsonwright.com
11 SWilliams@dickinsonwright.com
12 350 S. Main Street, Suite 300
13 Ann Arbor, MI 48107
14 Tel: (734) 623-7075
15 Fax: (844) 670-6009

16 *Attorneys for Plaintiffs*

17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 BESTWAY (USA), INC., AND
20 BESTWAY INFLATABLES &
21 MATERIAL CORP.,

22 Plaintiffs,

23 v.

24 INTEX RECREATION CORP., INTEX
25 DEVELOPMENT COMPANY LTD.,
26 INTEX MARKETING LTD., AND
27 INTEX INDUSTRIES (XIAMEN) CO.,
28 LTD.,

Defendants.

Case No.: 2:22-cv-00406

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

Plaintiffs Bestway (USA), Inc. (“Bestway USA”) and Bestway Inflatables & Material Corp. (“Bestway Inflatables”)(collectively, “Bestway”) bring this patent infringement action against Defendants Intex Recreation Corp. (“IRC”), Intex Development Company Ltd. (“IDC”), Intex Marketing Ltd. (“IML”) and Intex Industries (Xiamen) Co., Ltd. (“Intex Xiamen”) (collectively, “Defendants” or “Intex”) in connection with Intex’s manufacture, sale, offer for sale, and importation

1 of air beds covered by one or more claims of U.S. Patent No. 10,687,633 (“the ‘633
2 Patent”), including but not limited to the Intex first-generation Dream Lux Pillow-
3 Top Airbed Mattress with Internal Pump (“Accused Airbed”) as shown in the claim
4 chart attached to Intex’s Notice of Intent to File Lawsuit Letter (“Notice Letter”). A
5 true and accurate copy of the Notice Letter is attached hereto as **Exhibit A**. Bestway
6 hereby complains and alleges against Intex as follows:

7 **THE PARTIES**

8 1. Plaintiff Bestway (USA), Inc., is a corporation organized and existing
9 under the laws of the State of Arizona, having a principal place of business at 3411
10 East Harbour Drive, Phoenix, Arizona.

11 2. Plaintiff Bestway Inflatables & Material Corp. is a company organized
12 under the laws of the People’s Republic of China, having a principal place of
13 business at No. 208 Jin Yuan Wu Road, Shanghai, China, 201812.

14 3. Bestway Inflatables is in the business of manufacturing and selling
15 inflatable products, including inflatable airbeds. Bestway USA is in the business of
16 offering to sell and selling inflatable products manufactured by Bestway Inflatables,
17 including inflatable airbeds.

18 4. On information and belief, Defendant Intex Recreation Corp. is a
19 corporation organized and existing under the laws of the State of California, having
20 a principal place of business at 4001 Via Oro Avenue, Suite 210, Long Beach,
21 California.

22 5. On information and belief, Defendant IRC is also registered to do
23 business in the State of California.

24 6. On information and belief, Defendant Intex Development Company
25 Ltd. is a private limited company organized under the laws of Hong Kong and is
26 based in Hong Kong at 9/F Everbright Centre, 108 Gloucester Road, WanChai,
27 Hong Kong.

28

1 7. On information and belief, Defendant Intex Marketing Ltd. is a
2 corporation organized and existing under the laws of the British Virgin Islands,
3 having a principal place of business at 4001 Via Oro, Suite 210, Long Beach,
4 California.

5 8. On information and belief, Defendant Intex Industries (Xiamen) Co.,
6 Ltd. is a company organized under the laws of the People's Republic of China,
7 having a principal place of business at 858 Wengjiao Road, Xinyang Industrial Zone,
8 Haicang District, Xiamen, Fujian, China.

9 **JURISDICTION AND VENUE**

10 9. Bestway re-alleges and incorporates by reference the preceding
11 paragraphs as if fully set forth herein.

12 10. This is an action for patent infringement of the '633 Patent arising under
13 the Patent Laws of the United States, 35 U.S.C. §§ 1, *et seq.*, including 35 U.S.C. §
14 271. This Court has exclusive subject matter jurisdiction over this action pursuant to
15 28 U.S.C. §§ 1331 and 1338(a).

16 11. This Court has personal jurisdiction over Defendant IRC because, on
17 information and belief, IRC is a California corporation that regularly engages in
18 business in this judicial district, regularly solicits business in the judicial district, and
19 derives substantial revenue from goods sold and used in this judicial district. IRC's
20 Accused Airbed is or was available, and is or was being offered for sale and sold,
21 via the internet on at least Amazon.com and in Walmart stores, including to
22 customers located within this judicial district.

23 12. On information and belief, IRC operates several facilities, including a
24 warehouse, distribution center, and offices for sales, marketing, and administrative
25 employees and executives in this District, and such facilities and operations are used
26 in part to support the importation, marketing, sales, distribution, and customer
27 support for Intex airbed products, including the Accused Airbed.

28

1 13. Specifically, on information and belief, IRC purchases and imports the
2 Accused Airbed from IDC for the purpose of reselling to domestic customers in this
3 District, such as Walmart.

4 14. This Court has personal jurisdiction over IDC because, on information
5 and belief, Intex regularly engages in business in this District, regularly solicits
6 business in this District, and derives substantial revenue from goods sold and used
7 in this District. IDC's Accused Airbed is or was available, and is or was being
8 offered for sale and sold, via the internet on at least Amazon.com and in Walmart
9 stores, including to customers located within this District.

10 15. On information and belief, IDC imports airbeds into the United States
11 that are subsequently offered for sale and sold in the United States, including the
12 Accused Airbed. Specifically, upon information and belief, IDC purchases the
13 Accused Airbed from Intex Xiamen and then resells it to retailers and wholesalers
14 in this District, such as Walmart and IRC.

15 16. This Court has personal jurisdiction over IML because, on information
16 and belief, Intex regularly engages in business in this District, regularly solicits
17 business in this District, and derives substantial revenue from goods sold and used
18 in this District. IML's Accused Airbed is or was available, and is or was being
19 offered for sale and sold, via the internet on at least Amazon.com and in Walmart
20 stores, including to customers located within this District.

21 17. On information and belief, IML imports airbeds into the United States
22 that are subsequently offered for sale and sold in the United States, including the
23 Accused Airbed. Specifically, upon information and belief, IML purchases the
24 Accused Airbed from Intex Xiamen and then resells it to retailers and wholesalers
25 in this District, such as Walmart and IRC.

26 18. Upon information and belief, Intex Xiamen has no principal place of
27 business in the United States.

28

1 **The ‘633 Patent**

2 27. On June 23, 2020, the United States Patent and Trademark Office
3 (“PTO”) issued the ‘633 Patent, which is entitled “Inflatable Bed.” The inventor
4 listed on the ‘633 Patent is Feng Liu, and the assignee listed on the ‘633 Patent is
5 Bestway Inflatables & Material Corp. A true and accurate copy of the ‘633 Patent is
6 attached hereto as **Exhibit B**.

7 28. Bestway Inflatables is the assignee of and owns all rights, title and
8 interest in and to the ‘633 Patent, including the right to sue for any infringement
9 thereof, as reflected by the Assignment recorded in the Patent Office at the following
10 Reel/Frame 039898/0983. A true and accurate copy of the Assignment is attached
11 hereto as **Exhibit C**.

12 **Intex’s Accused Airbeds**

13 29. On information and belief, Intex is infringing the ‘633 Patent directly,
14 jointly, contributorily and/or by inducement by, without authority from Bestway,
15 making, using, importing, selling, or offering for sale in the United States, including
16 in this District, the Accused Airbed, which embodies the inventions claimed in the
17 ‘633 Patent.

18 30. Specifically, on information and belief, Intex is infringing the ‘633
19 Patent by making, using, selling, offering for sale, and/or importing into the United
20 States the Accused Airbed, including, but not limited to, specifically the Intex first-
21 generation Dream Lux Pillow Top Airbed Mattress with Internal Pump as shown in
22 the claim chart attached as Exhibit A. In addition to the Accused Airbed, Intex’s
23 Dura-Beam Pillow Top Air Mattress with Built-in Pump (“Product No. 64753”) also
24 appears to infringe the ‘633 Patent.

25 31. The Accused Airbed is or was available, and is or was being offered for
26 sale and sold at least at Wal-Mart stores in this District and online at: Walmart.com,
27 Amazon.com, eBay.com, Sears.com, Target.com, AceHardware.com, QVC.com,
28 and VMInnovations.com.

1 **Intex’s Willful Infringement**

2 32. Intex’s infringement has been, and continues to be, willful and
3 deliberate.

4 33. On information and belief, Intex actively monitors the airbed industry
5 and competitive intellectual property.

6 34. On information and belief, when Intex began to make, use, sell, offer
7 to sell, and/or import the Accused Airbed into the United States, Intex knew of the
8 ‘633 Patent and knew that the Accused Airbed practiced the ‘633 Patent.

9 35. Specifically, Intex had knowledge that the Accused Airbed practiced
10 the ‘633 Patent as early as June 17, 2019 when Intex filed an opposition against
11 Bestway’s corresponding patent application with the European Patent Office,
12 Application No. 16191360.3-1011. A true and accurate copy of the Opposition is
13 attached hereto as **Exhibit D**.

14 36. Moreover, Intex has been on notice that at least the Accused Airbed
15 infringes the claims of the ‘633 Patent since June 21, 2021. Specifically, Bestway
16 provided Intex its Notice Letter on June 21, 2021, which was sent pursuant to a
17 Standstill Agreement entered into between Intex and Bestway on May 21, 2018.

18 37. Claim charts outlining Intex’s infringement of the ‘633 Patent via the
19 Accused Airbed are also attached to the Notice Letter. (*See* Exhibit A).

20 38. With knowledge of the ‘633 Patent and its infringing conduct, upon
21 information and belief, Intex continues to make, use, sell, offer to sell, and/or import
22 the Accused Airbed and/or import into the United States or offer to sell, sell, or use
23 within the United States the Accused Airbed.

24 39. Bestway has suffered, and will continue to suffer, damages from Intex’s
25 willful and deliberate acts of infringement complained of herein.

26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT ONE

(‘633 Patent Infringement)

40. Bestway re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

41. Intex has, either individually or as part of a joint enterprise or through the exercise of direction and control over at least one other Intex Defendant or third party, directly infringed and is currently infringing, at least Claims 1, 3, 17, and 19 of the ‘633 Patent, literally or by the doctrine of equivalents, by making, using, offering to sell and selling, and/or importing the Accused Airbed, which practices the invention claimed by the ‘633 Patent. At least one of the Defendants will continue to infringe at least Claims 1, 3, 17, and 19 of the ‘633 Patent unless enjoined by this Court.

42. Intex directly infringes at least Claim 1 of the ‘633 Patent, for example, because the Accused Airbed is an inflatable bed, comprising:

- a. a top sheet and bottom sheet disposed vertically at an interval;
- b. at least one side wall, an upper edge of said side wall being coupled to an outer edge of said top sheet, a lower edge of said side wall being coupled to an outer edge of said bottom sheet, an air chamber formed between said top sheet, said bottom sheet, and said side wall;
- c. at least one first tensioning structure disposed in said air chamber, an upper end and lower end of said first tensioning structure being respectively coupled to said top sheet and said bottom sheet; and
- d. at least one support structure disposed in said air chamber, said support structure being disposed in a longitudinal direction of at least one of said side walls, at least two outside edges of said support structure being respectively coupled to the side wall

- 1 adjacent, at least one inside edge of said support structure being
- 2 coupled to the top sheet or bottom sheet adjacent;
- 3 e. wherein said support structure comprises a second tensioning
- 4 structure and a third tensioning structure, at least two outside
- 5 edges of said second tensioning structure are respectively
- 6 coupled to said at least one side wall, at least one inside edge of
- 7 said second tensioning structure is coupled to said top sheet; and
- 8 f. wherein at least two outside edges of said third tensioning
- 9 structure are respectively coupled to said at least one side wall,
- 10 at least one inside edge of said third tensioning structure is
- 11 coupled to said bottom sheet.

12 43. Intex directly infringes at least Claim 3 of the ‘633 Patent, for example,
13 because the Accused Airbed is an inflatable bed according to Claim 1 of the ‘633
14 Patent, wherein said second tensioning structure and said third tensioning structure
15 are disposed at an interval.

16 44. Intex directly infringes at least Claim 17 of the ‘633 Patent, for
17 example, because the Accused Airbed is an inflatable bed according to Claim 1 of
18 the ‘633 Patent, wherein a location where said top sheet is located in the inside part
19 of an upper edge of said second tensioning structure is lower than the location where
20 said top sheet is located in the outside part of the upper edge of said second
21 tensioning structure.

22 45. Intex directly infringes at least Claim 19 of the ‘633 Patent, for
23 example, because the Accused Airbed is an inflatable bed according to Claim 1 of
24 the ‘633 Patent, wherein said inflatable bed further comprises a built-in air pump,
25 which is disposed on said side wall and is located between a lower edge of said
26 second tensioning structure and an upper edge of said third tensioning structure for
27 inflating said air chamber.

28

1 46. Bestway also incorporates by reference the infringement analysis
2 contained and set forth in Exhibit A as if set forth fully herein.

3 47. On information and belief, at least one of the Defendants has
4 contributed to the infringement of and continues to contributorily infringe one or
5 more claims of the '633 Patent, by making, using, offering to sell, selling and/or
6 infringing, in this District and elsewhere in the United States, a material or apparatus
7 that is a component for use in practicing at least Claims 1, 3, 17, and 19 of the '633
8 Patent. On information and belief, Intex does so with knowledge that the component
9 was especially made or adapted for use in a manner that would infringe at least
10 Claims 1, 3, 17, and 19 of the '633 Patent when Intex sold, offered to sell, or
11 imported the component. On information and belief, these components are not staple
12 articles of commerce capable of substantial non-infringing uses.

13 48. On information and belief, at least one of the Defendants has actively
14 induced infringement of and continues to induce infringement of at least Claims 1,
15 3, 17, and 19 of the '633 Patent by one or more of the Defendants or third-parties by
16 distributing or making available instructions or manuals for manufacturing the
17 Accused Airbed, and/or providing technical support for doing the same. On
18 information and belief, Intex does so with knowledge, or with willful blindness of
19 the fact, that the induced acts constitute infringement of at least Claims 1, 3, 17, and
20 19 of the '633 Patent. At least one of the Defendants intends to cause infringement
21 by the other Defendants, third-party manufacturers, distributors, importers, agents,
22 and/or contractors.

23 49. Intex's actions constitute direct infringement, contributory
24 infringement, and/or active inducement of infringement of at least Claims 1, 3, 17,
25 and 19 of the '633 Patent in violation of 35 U.S.C. § 271.

26 50. Intex will continue to infringe the '633 Patent, causing immediate and
27 irreparable harm to Bestway, unless this Court enjoins and restrains Intex's
28 activities.

1 51. Intex's infringement has deprived, and will continue to deprive,
2 Bestway of sales, profits, and other related revenue that Bestway would have made
3 otherwise, and will continue to cause Bestway added injury and damage unless and
4 until the Court enters an injunction prohibiting the manufacture, use, offer for sale,
5 sale, and importation of the Accused Airbed by Intex.

6 52. Bestway is entitled to recover damages sustained as a result of Intex's
7 infringement in an amount to be proven at trial, including but not limited to damages
8 for lost profits, a reasonable royalty, interest, costs, attorneys' fees and other such
9 relief as this Court deems appropriate.

10 53. On information and belief, Intex's infringement of the '633 Patent is
11 willful and justifies a trebling of damages pursuant to 35 U.S.C. § 284. For at least
12 this reason, this is an exceptional case supporting an award of reasonable attorneys'
13 fees pursuant to 35 U.S.C. § 285.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Bestway respectfully requests that the Court enter judgment
16 in its favor and against each of the Defendants, and provide Bestway the following
17 relief:

18 A. An adjudication that at least one valid and enforceable claim of the '633
19 Patent is infringed by Intex;

20 B. A permanent injunction against Intex, its agents, servants, and any and
21 all parties acting either in concert or in any business relationship with Intex, from
22 directly or indirectly infringing in any manner any of the claims of the '633 Patent
23 pursuant to at least 35 U.S.C. § 283, including specifically an order enjoining the
24 manufacture, use, sale, offering for sale in the United States, and/or importation of
25 any infringing products into the United States;

26 C. An award of damages adequate to compensate Bestway for Intex's
27 infringement of the '633 Patent in an amount to be proven at trial pursuant to 35
28 U.S.C. § 284 and pre and post judgment interest as allowed by law;

1 D. A finding that Intex’s infringement of the ‘633 Patent was willful and
2 awarding Bestway treble damages under 35 U.S.C. § 284;

3 E. A finding that this case is “exceptional” under 35 U.S.C. § 285 and
4 awarding Bestway its costs and reasonable attorney’s fees;

5 F. An assessment and award of pre- and post-judgment interest on all
6 damages awarded; and

7 G. Such other and further relief as the Court deems just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs Bestway hereby request a trial by jury on all issues so triable.

10
11 Date: January 19, 2022

By: /s/ Steven A. Caloiaro
DICKINSON WRIGHT PLLC
Steven A. Caloiaro, Bar No. 284410
SCaloiaro@dickinsonwright.com
100 West Liberty Street, Suite 940
Reno, Nevada 89501-1991
Tel: (775) 343-7500
Fax: (844) 670-6009

John S. Artz (*pro hac vice forthcoming*)
Sharae’ L. Williams (*pro hac vice forthcoming*)
JSArtz@dickinsonwright.com
SWilliams@dickinsonwright.com
350 S. Main Street, Suite 300
Ann Arbor, MI 48107
Tel: (734) 623-7075
Fax: (844) 670-6009

Attorneys for Plaintiffs