

1 Karen Luong (Bar No. 246809)  
karen.luong@huschblackwell.com  
2 HUSCH BLACKWELL LLP  
300 S. Grand Ave., Suite 1500  
3 Los Angeles, CA 90071  
213-337-6550 Telephone  
4 213-337-6551 Facsimile

5 Rudolph A. Telscher, Jr. (*pro hac vice* to  
be filed\*)  
6 rudy.telscher@huschblackwell.com  
Paul L. Smelcer (*pro hac vice* to be filed\*)  
7 paul.smelcer@huschblackwell.com  
8 HUSCH BLACKWELL LLP  
190 Carondelet Plaza, Suite 600  
9 St. Louis, MO 63105  
314-480-1500 Telephone

10 *Attorneys for Plaintiff Nautilus, Inc.*

11 **IN THE UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **EASTERN DIVISION**

14 Nautilus, Inc.,  
15 *Plaintiff,*

16 v.

17 Vevor Corporation, Vevor Inc.,  
18 Sanven Corporation, Shanghai  
Sishun E-commerce Co., Ltd,  
19 Shanghai Sishun Machinery  
Equipment Co., Ltd, Shanghai Sihao  
20 Machinery Equipment Co., Ltd,  
Shanghai Peixu Machinery  
21 Equipment Co., Ltd., Rubao Jiao,  
Fuyu Jiao, James Liu, and DOES 1-  
22 5,

23 *Defendants.*

Case No.: 5:22-cv-1020

**COMPLAINT FOR PATENT  
INFRINGEMENT AND  
TRADEMARK  
INFRINGEMENT**

**(DEMAND FOR JURY TRIAL)**

24  
25  
26  
27  
28

1 Plaintiff Nautilus, Inc. (“Nautilus”), by and through its undersigned  
2 counsel, brings the present patent infringement and trademark infringement  
3 action against Defendants Vevor Corporation, Vevor Inc., Sanven  
4 Corporation, Shanghai Sishun E-commerce Co., Ltd, Shanghai Sishun  
5 Machinery Equipment Co., Ltd, Shanghai Sihao Machinery Equipment Co.,  
6 Ltd, Shanghai Peixu Machinery Equipment Co. Ltd, Rubao Jiao, Fuyu Jiao,  
7 James Liu, and DOES 1-5, (collectively, “Defendants” or “Vevor”), and  
8 alleges as follows:

9 **NATURE OF THE ACTION**

10 1. This is a civil action for patent infringement under the Patent  
11 Act, 35 U.S.C. § 1, *et. seq.* and trademark infringement and counterfeiting  
12 under the Lanham Act, 15 U.S.C. § 1051, *et. seq.* This case states actions for  
13 infringement against Defendants’ activities in connection with certain  
14 adjustable dumbbell products, as further detailed below.

15 2. Nautilus seeks remedies and damages to address and  
16 compensate for Defendants’ infringement and related acts associated with the  
17 making, using, selling, offering to sell, and/or importation of infringing  
18 products, enhanced damages for Defendants’ willful infringement and/or  
19 treble damages for counterfeiting, and/or statutory damages pursuant to 15  
20 U.S.C. § 1117(c), as well as injunctive relief and Nautilus’s costs and  
21 attorneys’ fees as authorized by the Patent Act and/or the Lanham Act.

22 **THE PARTIES**

23 3. Plaintiff Nautilus, Inc. (“Nautilus”) is a Washington corporation  
24 headquartered at 17750 SE 6<sup>th</sup> Way, Vancouver, WA 98683.

25 4. On information and belief, Defendant Vevor Corporation  
26 (“Vevor-CA”) is a California corporation with a principal place of business  
27 and registered agent for service of process at 1172 Murphy Avenue, Ste.  
28 237, San Jose, California 95131.

1           5.     On information and belief, Defendant Vevor Inc. (“Vevor-CO”)  
2 is a Colorado corporation with a principal place of business and registered  
3 agent for service of process at 4255 South Buckley Road #1316, Aurora,  
4 Colorado 80013.

5           6.     On information and belief, Defendant Sanven Corporation  
6 (“Sanven”) is a California corporation with a place of business and registered  
7 agent for service of process at 9448 Richmond Pl. #E, Rancho Cucamonga,  
8 California 91730.

9           7.     On information and belief, Sanven plays a key role in managing  
10 and/or executing actions necessary for Defendants to distribute infringing  
11 products in the United States, and financially benefits from such infringing  
12 activities. For example, as of February 12, 2022, the webpage at  
13 <https://www.vevor.com/pages/terms-of-service> stated that “Sanven  
14 Corporation is our supplier[.]”

15           8.     On information and belief, Defendant Shanghai Sishun E-  
16 commerce Co., Ltd (“Sishun E-commerce”) is a Chinese company with a  
17 place of business at Rm. J1016, Bldg 5, No. 3131, Jinshajiang Rd., Zhenxin  
18 St., Jiading Dist., Shanghai, China 201824.

19           9.     Sishun E-commerce is listed as the owner and/or applicant of  
20 numerous trademark registrations with the United States Patent and  
21 Trademark Office (“USPTO”) which involve the word mark “Vevor” or  
22 stylized variations thereof.

23           10.    On information and belief, Defendant Shanghai Sishun  
24 Machinery Equipment Co., Ltd (“Sishun Machinery”) is a Chinese company  
25 with a place of business at Rm. 201, Bldg. 3, No. 3131, Jinshajiang Road,  
26 Jiading District, Shanghai, China.

27           11.    On information and belief, Sishun Machinery has been declared  
28 as the shipper on various bills of lading for U.S. imports of infringing

1 adjustable dumbbells where Sanven was listed as the consignee or party to be  
2 notified.

3 12. On information and belief, Defendant Shanghai Sihao  
4 Machinery Equipment Co., Ltd (“Sihao”) is a Chinese company with a place  
5 of business at 3131 Park Zhenbei Road, Jiading District, Shanghai, China.

6 13. On information and belief, Sihao owns and operates the website  
7 www.sihao.com and maintains a supplier account on Alibaba.com that has  
8 listed infringing adjustable dumbbell products.

9 14. On information and belief, Sihao also does business under the  
10 name “Vevor.” For example, as of February 2022, the “Contact Us” page  
11 (www.sihao.com/contacts) on Sihao’s website stated: “At VEVOR, we strive  
12 to provide all of our valued customers with top-notch customer service” and  
13 the bottom portion of the webpage included a footer that stated “©Copyright  
14 2015 by VEVOR.” As another example, the “Company Overview” section of  
15 Sihao’s supplier page on Alibaba.com identifies “vevor” as Sihao’s  
16 trademark.

17 15. On information and belief, Defendant Shanghai Peixu  
18 Machinery Equipment Co., Ltd (“Peixu”) is a Chinese company with a place  
19 of business at Floor 3, Block B, Building 9, No. E3131 Jinsha Jiang Road,  
20 Jiading District, Shanghai City, China.

21 16. On information and belief, Peixu maintains a supplier account  
22 on Alibaba.com that has listed infringing adjustable dumbbell products.

23 17. On information and belief, Peixu also does business under the  
24 name “Vevor.” For example, the “Company Overview” section of Peixu’s  
25 supplier page on Alibaba.com identifies “VEVOR” as Peixu’s trademark.

26 18. On information and belief, a Marketing Manager named “Mark”  
27 has operated the email addresses “lucy@bestvevor.com” and  
28 “admin@vevor.com” to correspond on behalf of Sihao and/or Peixu

1 regarding sales of infringing adjustable dumbbell products.

2 19. On information and belief, Defendant Rubao Jiao is an  
3 individual with a place of residence at No. 91-659-114, Nanyang Rd.,  
4 Chajian Town, Tianchang, China and Fuyu Jiao is an individual associated  
5 with the address 9448 Richmond Pl. #E, Rancho Cucamonga, California  
6 91730. On information and belief, Defendants Rubao Jiao and Fuyu Jiao are  
7 family members that own, operate, and/or manage various business entities  
8 that operate under the name “Vevor” or sell “Vevor”-branded products or  
9 other products sourced from a “Vevor” business. For example, Rubao Jiao is  
10 identified as the Chief Executive Officer, Secretary, and Chief Financial  
11 Officer of Vevor-CA in Vevor-CA’s October 2015 “Statement of  
12 Information” filing with the California Secretary of State. Additionally,  
13 Rubao Jiao has been involved in trademark applications and filings with the  
14 USPTO for “Vevor” trademarks. As another example, Fuyu Jiao is identified  
15 as the Chief Executive Officer, Secretary, Chief Financial Officer, and  
16 Director of Sanven in Sanven’s August 2020 “Statement of Information”  
17 filing with the California Secretary of State.

18 20. On information and belief, Defendant Cheng Tung Liu (“James  
19 Liu”) is an individual with a place of residence at 501 El Encino Drive,  
20 Diamond Bar, California 91765. On information and belief, James Liu has  
21 held various leadership roles at Sanven, including Warehouse Manager,  
22 Distribution Center Manager, and Vice President, and has the authority to  
23 bind Sanven to legal agreements.

24 21. On information and belief, DOES 1-5 are persons that organize,  
25 manage, and/or control the infringing activities of Defendants and/or exercise  
26 a high level of personal participation in directing, controlling, or authorizing  
27 the infringing activities detailed herein.

28 22. On information and belief, Defendants’ business entities are

1 related, and co-mingle assets and personnel while operating as a business  
2 under the name “Vevor” which distributes for sale in the U.S. the infringing  
3 and counterfeit products at issue in this lawsuit.

4 **JURISDICTION AND VENUE**

5 23. This is an action for patent infringement and trademark  
6 infringement under the patent and trademark laws of the United States, which  
7 are codified at Title 35 of the United States Code and Title 15 of the United  
8 States Code, respectively. This Court has subject-matter jurisdiction over this  
9 action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

10 24. This Court has personal jurisdiction over Vevor-CA based on its  
11 formation as a corporation under the laws of the State of California and the  
12 business that Vevor-CA conducts in this District and/or the State of  
13 California.

14 25. This Court has personal jurisdiction over Vevor-CO based on  
15 the business that it conducts in this District and/or the State of California. On  
16 information and belief, Vevor-CO is involved with the operation and  
17 maintenance of [www.vevor.com](http://www.vevor.com) and various e-commerce listings through  
18 which infringing products were offered for sale and/or sold, and has  
19 transacted and/or continues to transact and conduct business in this District,  
20 such as by offering and/or selling infringing products within this District,  
21 affiliating and/or collaborating with Sanven and other Defendants that  
22 maintain at least one warehouse in this District, and developing a distribution  
23 strategy that placed the infringing products in the stream of commerce and  
24 marketed them nationwide and in this District with the expectation that the  
25 products would be available for purchase in this District, and achieving sales  
26 and/or an economic benefit as a result of these activities. Thus, on  
27 information and belief, Vevor-CO has purposely availed itself of the  
28 privilege of doing business in the State of California and in this District.

1           26. This Court has personal jurisdiction over Sanven based on its  
2 formation as a corporation under the laws of the State of California and the  
3 business that Sanven conducts in this District and/or the State of California,  
4 including but limited to distributing infringing products from a warehouse  
5 located at 9448 Richmond Pl. Suite #E, Rancho Cucamonga, California  
6 91730.

7           27. This Court has personal jurisdiction over Sishun E-commerce  
8 based on the business that it conducts in this District and/or the State of  
9 California. On information and belief, Sishun E-commerce is involved with  
10 the operation and maintenance of [www.vevor.com](http://www.vevor.com) through which infringing  
11 products were offered for sale and/or sold, and has transacted and/or  
12 continues to transact and conduct business in this District, such as by offering  
13 and/or selling infringing products within this District, affiliating and/or  
14 collaborating with Sanven and other Defendants that maintain at least one  
15 warehouse in this District, and developing a distribution strategy that placed  
16 the infringing products in the stream of commerce and marketed them  
17 nationwide and in this District with the expectation that the products would  
18 be available for purchase in this District, and achieving sales and/or an  
19 economic benefit as a result of these activities. Thus, on information and  
20 belief, Sishun E-commerce has purposely availed itself of the privilege of  
21 doing business in the State of California and in this District.

22           28. This Court has personal jurisdiction over Sishun Machinery  
23 based on the business that it conducts directed to this District and/or the State  
24 of California. On information and belief, Sishun Machinery is responsible for  
25 sourcing, shipping, and/or facilitating the import of infringing products and  
26 ensuring delivery to Sanven's warehouse in this District. Thus, on  
27 information and belief, Sishun E-commerce has purposely availed itself of  
28 the privilege of doing business in the State of California and in this District.



1           29. This Court has personal jurisdiction over Sihao based on the  
2 business that it conducts in this District and/or the State of California. On  
3 information and belief, Sihao is involved with the operation and maintenance  
4 of www.sihao.com and www.vevor.com and product listings on Alibaba.com  
5 through which infringing products were offered for sale and/or sold, and has  
6 transacted and/or continues to transact and conduct business in this District,  
7 such as by offering and/or selling infringing products within this District,  
8 affiliating and/or collaborating with Sanven and other Defendants that  
9 maintain at least one warehouse in this District, and developing a distribution  
10 strategy that placed the infringing products in the stream of commerce and  
11 marketed them nationwide and in this District with the expectation that the  
12 products would be available for purchase in this District, and achieving sales  
13 and/or an economic benefit as a result of these activities. Thus, on  
14 information and belief, Sihao has purposely availed itself of the privilege of  
15 doing business in the State of California and in this District.

16           30. This Court has personal jurisdiction over Peixu based on the  
17 business that it conducts in this District and/or the State of California. On  
18 information and belief, Peixu is involved with the operation and maintenance  
19 of www.vevor.com and product listings on Alibaba.com through which  
20 infringing products were offered for sale and/or sold, and has transacted  
21 and/or continues to transact and conduct business in this District, such as by  
22 offering and/or selling infringing products within this District, affiliating  
23 and/or collaborating with Sanven and other Defendants that maintain at least  
24 one warehouse in this District, and developing a distribution strategy that  
25 placed the infringing products in the stream of commerce and marketed them  
26 nationwide and in this District with the expectation that the products would  
27 be available for purchase in this District, and achieving sales and/or an  
28 economic benefit as a result of these activities. Thus, on information and



1 belief, Peixu has purposely availed itself of the privilege of doing business in  
2 the State of California and in this District.

3 31. This Court has personal jurisdiction over Rubao Jiao based on  
4 Rubao Jiao’s business conducted in this District and/or the State of  
5 California. On information and belief, as a leader, manager, and/or organizer  
6 of Vevor-CA and other related business entities, Rubao Jiao exercises control  
7 over the “Vevor” business, and directs and exercises control over infringing  
8 activities related to the infringing “Vevor” adjustable dumbbells, and directs  
9 or controls the activities of the “Vevor” business entities that are directed to  
10 this District and/or the State of California.

11 32. This Court has personal jurisdiction over Fuyu Jiao based on  
12 Fuyu Jiao’s business conducted in this District and/or the State of California.  
13 On information and belief, as a leader, manager, and/or organizer of Sanven  
14 and other related business entities, Rubao Jiao exercises control over Sanven  
15 and/or the “Vevor” business, directs and exercises control over infringing  
16 activities related to the infringing “Vevor” adjustable dumbbells, and/or  
17 directs or controls the activities of the “Vevor” business activities that are  
18 directed to this District and/or the State of California, including but not  
19 limited to Sanven’s warehousing and distribution of infringing products in  
20 this District.

21 33. This Court has personal jurisdiction over James Liu based on his  
22 residence in this District and management activities at Sanven that are  
23 directed to this District and/or the State of California. For example, on  
24 information and belief, James Liu exercise control over Sanven’s business  
25 and/or distribution of infringing products.

26 34. Venue is proper in this District pursuant to 28 U.S.C. § 1400(b)  
27 and/or 28 U.S.C. § 1391. Specifically, on information and belief, Defendants  
28 Vevor-CA and Sanven are formed in the State of California and are deemed

1 residents of the State of California and/or this District, and, on information  
2 and belief, James Liu resides in this District. Additionally, on information  
3 and belief, Vevor-CO and Vevor-CA fulfill orders received through  
4 www.vevor.com through a warehouse in this District. On information and  
5 belief, Sishun E-commerce, Sishun Machinery, Sihao, Pexiu, Rubao Jiao,  
6 and Fuyu Jiao are located in China and are not residents of the United States.  
7 On information and belief, Defendants directly target business activities to  
8 consumers in California and this District, including through interactive  
9 websites, e-commerce product listings, and a warehouse located in this  
10 District.

11 **NAUTILUS’S INTELLECTUAL PROPERTY RIGHTS**

12 35. Nautilus is a worldwide marketer and developer of fitness  
13 equipment, with a well-known brand portfolio that includes Nautilus®,  
14 Bowflex®, Schwinn®, JRNY®, and more.

15 36. Nautilus has developed a reputation for its innovative products  
16 and has been awarded many patents in the United States and elsewhere that  
17 recognize Nautilus’s advancements in connection with fitness equipment and  
18 related technology.

19 37. Nautilus is a leading provider of adjustable dumbbell products.  
20 Nautilus has incorporated numerous patented advancements into its  
21 adjustable dumbbell products, including but not limited to inventions  
22 disclosed and claimed U.S. Patent Nos. 7,614,982 (the “’982 patent),  
23 8,002,680 (the “’680 patent), and 10,518,123 (the “’123 patent”)  
24 (collectively, the “Asserted Patents”).

25 38. Nautilus’s adjustable dumbbell products include the SelectTech  
26 552 Dumbbells, the SelectTech 1090 Dumbbells, and the SelectTech 560  
27 Dumbbells, which are marketed under the Bowflex® brand. Photos of each  
28 of these adjustable dumbbells are shown below:

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

**Bowflex SelectTech 552 Dumbbells**



**Bowflex SelectTech 1090 Dumbbells**



**Bowflex SelectTech 560 Dumbbells**

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



39. Nautilus has complied with 35 U.S.C. § 287 to the extent applicable. For example, since at least 2020, Nautilus has marked substantially all Nautilus adjustable dumbbell products with a decal that identifies the website where a listing of Nautilus’s patents is provided by corresponding product.

**THE ASSERTED PATENTS**

40. On November 10, 2009 the United States Patent and Trademark Office duly issued the ’982 patent, entitled “Adjustable Dumbbell System”. A true and correct copy of the ’982 patent is attached hereto as Exhibit 1.

41. Nautilus is the owner by assignment of the entire right, title, and interest in and to the ’982 patent, including the right to sue and recover past, present and future damages for infringement.

42. On August 23, 2011, the United States Patent and Trademark Office duly issued the ’680 patent, entitled “Adjustable Dumbbell System”. A true and correct copy of the ’680 patent is attached hereto as Exhibit 2.

43. Nautilus is the owner by assignment of the entire right, title, and interest in and to the ’680 patent, including the right to sue and recover past, present and future damages for infringement.

44. On December 31, 2019 the United States Patent and Trademark

1 Office duly issued the '123 patent, entitled "Adjustable Dumbbell System".  
2 A true and correct copy of the '123 patent is attached hereto as Exhibit 3.

3 45. Nautilus is the owner by assignment of the entire right, title, and  
4 interest in and to the '123 patent, including the right to sue and recover past,  
5 present and future damages for infringement.

6 **NAUTILUS'S TRADE DRESS AND REGISTERED TRADEMARK**

7 46. Nautilus's Bowflex SelectTech 552 Dumbbells and SelectTech  
8 1090 Dumbbells incorporate a distinctive source-identifying product  
9 configuration ("Trade Dress"), which is registered with the United States  
10 Patent and Trademark Office ("USPTO") and used by Nautilus in interstate  
11 commerce. A copy of Nautilus's registration, Reg. No. 3,783,324  
12 ("Registered Mark"), is attached hereto as Exhibit 4.

13 47. Nautilus is the exclusive owner of the Registered Mark, which  
14 has become incontestable pursuant to 15 U.S.C. § 1065.

15 48. As set forth in the Registered Mark's registration certificate,  
16 Nautilus's Trade Dress constitutes the configuration of the outer surface of  
17 an adjustable dumbbell comprised of opposing sets of weight plates arranged  
18 to created segmented, generally frusto-conical shapes. *See generally*, Exhibit  
19 2.

20 49. When developing the Bowflex SelectTech Adjustable  
21 Dumbbells, Nautilus designed and created an original and distinctive  
22 configuration for the dumbbells' overall appearance, and this Trade Dress  
23 was first used in commerce as early as August 2003.

24 50. Nautilus has used the Trade Dress continuously for almost two  
25 decades. The Trade Dress has been and continues to be associated with  
26 extensive efforts of promotion and advertising in the United States. As a  
27 result, the Trade Dress has become recognized as indicator of source for  
28 Nautilus's iconic and high-quality adjustable dumbbells and symbolizes the

1 substantial and valuable goodwill associated with Nautilus’s products.

2 51. The configuration embodied in Nautilus’s Trade Dress is non-  
3 functional and constitutes an arbitrary, fanciful and incidental aspect of  
4 Nautilus’s products and does not affect the cost or quality of these goods.  
5 Specifically, the particular shape of the design provides no utilitarian  
6 advantage and is not claimed in any utility patents, the functional aspects of  
7 the configuration is not touted in Nautilus’s advertising or promotional  
8 materials, there are ample, equally efficient and economical, alternative  
9 designs available to and currently used by competitors, and the design does  
10 not result from a comparatively simple or inexpensive method of  
11 manufacturing the product.

12 **DEFENDANTS’ INFRINGEMENT AND UNLAWFUL CONDUCT**

13 52. On information and belief, Vevor began selling infringing  
14 adjustable dumbbell products through [www.vevor.com](http://www.vevor.com) and other e-  
15 commerce channels as early as May 2021. Vevor’s infringing adjustable  
16 dumbbell products include the Adjustable Dumbbell Weight Select 552  
17 Fitness Workout Gym Dumbbells product (“552 Dumbbell”) and the  
18 Adjustable Dumbbell Select Dumbbells Syncs 5-45lb Train Fitness Workout  
19 product (“545 Dumbbell”) (collectively, the “Accused Products”), which are  
20 shown in the exemplary webpages provided in Exhibits 5 and 6, respectively.

21 53. On information and belief, the Accused Products directly  
22 compete with Nautilus’s Bowflex SelectTech adjustable dumbbells, and  
23 Defendants targeted customers throughout the United States in the same  
24 markets served by Nautilus, including but not limited to the State of  
25 California and this District.

26 54. The Accused Products appear to have substantially similar, if  
27 not nearly identical or substantially indistinguishable, mechanical designs  
28 and features as those found in Nautilus’s Bowflex SelectTech adjustable

1 dumbbells and/or those disclosed and claimed in the Asserted Patents. On  
2 information and belief, the Accused Products were derived or developed  
3 through copying Nautilus’s patented technology and/or Trade Dress.

4 55. On information and belief, the commercial success of Nautilus’s  
5 Bowflex SelectTech dumbbells, the patents covering Nautilus’s products, and  
6 Nautilus’s Trade Dress were well-known to competitors in the adjustable  
7 dumbbell space, such as Defendants, prior to the filing of this Complaint.

8 56. Additionally, Sanven and other Defendants have been named as  
9 defendants in numerous intellectual property infringement lawsuits related to  
10 alleged infringing activities in connection with various “Vevor” products.  
11 *See, e.g., Summit Tool Company v. Vevor Corporation et al*, No. 2:22-cv-  
12 2161 (C.D. Cal.) (Complaint filed March 31, 2022); *Schluter Systems, L.P. v.*  
13 *Sanven Corporation et al*, 8:22-cv-155 (N.D.N.Y.) (Complaint filed February  
14 17, 2022); *Stahls’ Inc. v. Vevor Corporation et al*, No. 2:16-cv-10204 (E.D.  
15 Mich.) (Complaint filed January 21, 2016). On information and belief,  
16 principals and managers of Vevor’s business entities, including but not  
17 limited to Rubao Jiao, Fuyu Jiao, James Liu, and/or DOES 1-5, personally  
18 participate in or direct the infringing activities of these entities and are aware  
19 that the Vevor business is engaged in blatant intellectual property  
20 infringement.

21 **COMMUNICATIONS BETWEEN THE PARTIES CONCERNING**  
22 **THE ACCUSED PRODUCTS**

23 57. On information and belief, Defendants have had notice and  
24 knowledge of the Asserted Patents since as early as May 2021 after receiving  
25 a letter from Nautilus that identified a weblink to Nautilus’s patent portfolio  
26 related to adjustable dumbbells and described Nautilus’s infringement  
27 concerns related to the ’680 patent in connection with Defendants’ 552  
28 Dumbbell. In response to Nautilus’s letter, individuals named “Anna” and



1 “Sam” separately responded by email using the email address  
2 “support@vevor.com” and represented that “[t]he products are off our shelf  
3 now.” The email address support@vevor.com uses the same email domain as  
4 the admin@vevor.com email address used by Sihao and Peixu’s Marketing  
5 Manager. Thus, on information and belief, Nautilus’s infringement positions  
6 regarding the ’680 patent were known throughout Defendants’ organizations  
7 after Vevor received Nautilus’s letter in May 2021, which also placed  
8 Defendants on notice of the ’982 patent and the ’123 patent.

9 58. In addition or in the alternative, on information and belief,  
10 Defendants have had notice and knowledge of the Asserted Patents since as  
11 early as January 2022 after receiving a letter from Nautilus that identified a  
12 weblink to Nautilus’s patent portfolio related to adjustable dumbbells and  
13 described Nautilus’s infringement concerns related to the ’123 patent in  
14 connection with the Defendants’ 545 Dumbbell. After this letter was sent in  
15 January 2021, Nautilus also sent the letter by email to the email address  
16 “lucy@bestvevor.com” to which Peixu’s and Sihao’s Marketing Manager  
17 responded several times by email.

18 59. After Nautilus notified Defendants of the Asserted Patents,  
19 Defendants later resumed (or continued) their infringing activities, including  
20 but not limited to offering and selling the Accused Products in the United  
21 States. Specifically, the 545 Dumbbell was available for purchase through  
22 www.vevor.com in May 2022, and a sample product was purchased and  
23 obtained which included a shipping label identifying Sanven’s address as the  
24 origination. Additionally, the 552 Dumbbell was available for purchase  
25 through a product listing by the eBay seller “unvetgive” which, on  
26 information and belief, is maintained and operated by Vevor, and a sample  
27 product was purchased and obtained which included a shipping label  
28 identifying Sanven’s address.

1 60. On information and belief, Rubao Jiao, Fuyu Jiao, James Liu,  
2 and/or DOES 1-5 exercised control over Defendants' business entities and  
3 actively managed the continued offering for sale and/or sale of infringing  
4 products, at least through www.vevor.com and www.ebay.com, despite  
5 knowledge of the Asserted Patents and Nautilus's infringement positions,  
6 with the intent and knowledge that the infringing products would be sold and  
7 used in an infringing manner in the United States.

8 61. On information and belief, Defendants knew or should have  
9 known that their conduct amounted to infringement of the '680 patent, the  
10 '982 patent, the '123 patent, and the Trade Dress.

11 **COUNT I**

12 **(INFRINGEMENT OF THE '680 PATENT)**

13 62. Nautilus incorporates by reference the foregoing paragraphs 1-  
14 61 of the Complaint as though fully set forth herein.

15 63. Defendants have directly infringed at least claim 1 of the '680  
16 patent under 35 U.S.C. § 271(a), literally and/or under the doctrine of  
17 equivalents, by making, using selling, offering to sell, and/or importing the  
18 552 Dumbbells in the United States.

19 64. In addition or in the alternative, Sishun E-commerce, Sishun  
20 Machinery, Sihao, Peixu, Rubao Jiao, Fuyu Jiao, James Liu, and/or DOES 1-  
21 5 have indirectly infringed at least claim 1 of the '680 patent under 35 U.S.C.  
22 § 271(b), literally and/or under the doctrine of equivalents, by, on  
23 information and belief, exercising control and actively managing the making,  
24 using, selling, offering to sell, and/or importing the 552 Dumbbells in the  
25 United States by Vevor-CA, Vevor-CO, and/or Sanven, and possessing  
26 knowledge of the '680 patent or willful blindness to the '680 patent, with  
27 intent and knowledge that the 552 Dumbbells would be sold and used in an  
28 infringing manner in the United States.

1           65. Claim 1 of the '680 patent recites:

2                   An adjustable dumbbell apparatus, comprising:

3                           a dumbbell comprising:

4                                   at least one weight plate; and

5                                   a selector selectively associated with the at least one

6                                   weight plate to provide a desired weight load, the selector

7                                   including a disc with at least one engagement portion;

8                                   and

9                           a base configured to receive the dumbbell and including an

10                           engagement member, wherein:

11                           the engagement member and the at least one engagement

12                           portion of the disc are configured such that the engagement of

13                           the engagement member with the at least one engagement

14                           portion secures the dumbbell to the base and disengagement of

15                           the engagement member from the at least one engagement

16                           portion unsecures the dumbbell from the base;

17                           when the dumbbell is secured to the base by engagement of the

18                           engagement member with the at least one engagement portion,

19                           a user is unable to readily remove the dumbbell from the base;

20                           and

21                           when the dumbbell is unsecured from the base by

22                           disengagement of the engagement member from the at least one

23                           engagement portion, the user may readily remove the dumbbell

24                           from the base.

25           66. On information and belief, which will likely be further  
26 established after a reasonable opportunity for further investigation and  
27 discovery, the 552 Dumbbells infringe at least claim 1 of the '680 patent at  
28 least as follows:

- 1 a. While the preamble is not necessarily limiting, the 552
- 2 Dumbbells are adjustable dumbbell apparatuses;
- 3 b. The 552 Dumbbells have a dumbbell with numerous
- 4 weight plates;
- 5 c. The 552 Dumbbells have a dumbbell with a selection dial
- 6 interlocked and/or interconnected with a series of collars
- 7 and an inner disc that has numerous teeth;
- 8 d. The 552 Dumbbells have a base with a tab that protrudes
- 9 from the base in an arrangement that allows the tab to
- 10 engage and disengage with teeth of the inner disc to lock
- 11 and unlock the dumbbell from the base;
- 12 e. The 552 Dumbbells have an arrangement of the tab of the
- 13 base and the teeth of the inner disc that provides a feature
- 14 such that when the dumbbell is secured to the base by
- 15 engagement of the tab with one of the teeth of the inner
- 16 disc, a user is unable to readily remove the dumbbell from
- 17 the base, and when the dumbbell is unsecured from the
- 18 base by disengagement of the tab from one of the teeth of
- 19 the inner disc, the user may readily remove the dumbbell
- 20 from the base.

21 67. Defendants' acts of infringement have caused damage to  
22 Nautilus, and Nautilus is entitled to recover from Defendants damages  
23 sustained as a result of Defendants' infringement of the '680 patent.

24 68. Defendants' acts of infringement of the '680 patent have caused,  
25 and will continue to cause, irreparable harm to Nautilus. Nautilus's patented  
26 technology is a key driver of the success of Nautilus's adjustable dumbbell  
27 products. Defendants' infringement has resulted in lost sales of Nautilus  
28 adjustable dumbbell products and related Nautilus products and services.



1 and including an actuator positioned within a portion of  
2 the base not receiving the at least one weight;  
3 the locking mechanism preventing movement of the  
4 selector relative to the bar when the dumbbell is not  
5 received in the base;  
6 the actuator releasing the locking mechanism when the  
7 dumbbell is received in the base, thus allowing the  
8 selector to move relative to the bar; and  
9 the locking mechanism comprising:

10 a first member mounted on the bar in a fixed  
11 rotational position relative to the bar;  
12 a second member rotatably mounted on the bar and  
13 operatively associated with the selector;  
14 a coupling device moveable between at least first  
15 and second positions for coupling and decoupling  
16 the first and second member and biased to the first  
17 position, wherein:

18 the first member is coupled to the second  
19 member when the coupling device is in the  
20 first position;  
21 the first member is decoupled from the  
22 second member when the coupling device is  
23 in the second position;  
24 movement of the selector relative to the bar  
25 is restricted when the first member is coupled  
26 to the second member;  
27 movement of the selector relative to the bar  
28 is allowed when the first member is

1 decoupled from the second member;  
2 the actuator deactivates the locking  
3 mechanism by moving the coupling device  
4 from the first position to the second position  
5 when the dumbbell is received in the base;  
6 and  
7 the second member is selectively rotatable  
8 around the bar to a plurality of rotational  
9 positions.

10 74. On information and belief, which will likely be further  
11 established after a reasonable opportunity for further investigation and  
12 discovery, the 552 Dumbbells infringe at least claim 8 of the '982 patent at  
13 least as follows:

- 14 a. While the preamble is not necessarily limiting, the 552  
15 Dumbbells are adjustable dumbbell apparatuses;
- 16 b. The 552 Dumbbells products have a dumbbell with a  
17 metal bar associated with or connected to various parts  
18 such as interlocked collars and a bridge;
- 19 c. The 552 Dumbbells have a dumbbell with a selection dial  
20 interlocked and/or interconnected with a series of collars  
21 and an inner disc that has numerous teeth which, when  
22 rotated, causes the collars to engage and disengage  
23 weights through flanges that can engage with tabs on the  
24 weights;
- 25 d. The 552 Dumbbells have various parts that form a locking  
26 mechanism, as further detailed below, that interacts with  
27 the assembly of parts interlocked and/or interconnected  
28 with the selection dial;



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

- e. The 552 Dumbbells have a base that receives the dumbbell and numerous weight plates, and the base has metal protrusions located towards the inner portion of the base;
- f. The 552 Dumbbells have a locking mechanism that prevents movement of the selection dial relative to the bar when the dumbbell is not received in the base. For example, when the dumbbell is not received in the base, a spring-biased pin component with a pin and a downward sloped cam surface is biased to have the pin portion of the component seated within a circular opening of the metal inner disc, which prevents rotation of the inner disc and consequently the assembly of parts interlocked and/or interconnected with the inner disc (including the selection dial);
- g. The 552 Dumbbells have metal protrusions on the base that move a button component with an upwardly sloping cam surface when the dumbbell is properly seated in the base, which causes the upwardly sloping cam surface of the button component to engage with the downwardly sloping cam surface of the pin component and moves the pin component to a second position. While in the second position, the pin portion of the pin component is no longer seated within a circular opening of the inner disc, which, consequently, allows the selection dial to move relative to the bar;
- h. The 552 Dumbbells have an inner cover which is mounted in a fixed rotational position relative to the bar;

- 1 i. The 552 Dumbbells have an inner metal disc mounted on
- 2 the bar that rotates as the selection dial is rotated;
- 3 j. The 552 Dumbbells have spring-biased pin component
- 4 that can occupy a first position and a second position, and
- 5 is biased to the first position as a result of a spring. When
- 6 the dumbbell is not received in the base, the pin
- 7 component occupies the first position and a pin portion of
- 8 the pin component is seated with a circular opening of an
- 9 inner disc, which prevents rotation of the selection dial.
- 10 When the dumbbell is received in the base, a protrusion
- 11 on the base causes the button component to engage with
- 12 the pin component and moves the pin component to a
- 13 second position, and while the pin component is in this
- 14 second position the inner disc is no longer restricted and
- 15 can rotate, which allows movement of the selection dial.
- 16 k. The 552 Dumbbells have an inner metal disc that can be
- 17 rotated to various positions as the selection dial is rotated.

18 75. Defendants' acts of infringement have caused damage to  
19 Nautilus, and Nautilus is entitled to recover from Defendants damages  
20 sustained as a result of Defendants' infringement of the '982 patent.

21 76. Defendants' acts of infringement of the '982 patent have caused,  
22 and will continue to cause, irreparable harm to Nautilus. Nautilus's patented  
23 technology is a key driver of the success of Nautilus's adjustable dumbbell  
24 products. Defendants' infringement has resulted in lost sales of Nautilus  
25 adjustable dumbbell products and related Nautilus products and services.

26 77. On information and belief, Defendants' infringement of the '982  
27 patent has been and is intentional, knowing and willful.

28

**COUNT III**

**(INFRINGEMENT OF THE '123 PATENT)**

1  
2  
3 78. Nautilus incorporates by reference the foregoing paragraph 1-77  
4 of the Complaint as though fully set forth herein.

5 79. Defendants have directly infringed at least claim 17 of the '123  
6 patent under 35 U.S.C. § 271(a), literally and/or under the doctrine of  
7 equivalents, by making, using selling, offering to sell, and/or importing the  
8 545 Dumbbells in the United States.

9 80. In addition or in the alternative, Sishun E-commerce, Sishun  
10 Machinery, Sihao, Peixu, Rubao Jiao, Fuyu Jiao, James Liu, and/or DOES 1-  
11 5 have indirectly infringed at least claim 17 of the '123 patent under 35  
12 U.S.C. § 271(b), literally and/or under the doctrine of equivalents, by, on  
13 information and belief, exercising control and actively managing the making,  
14 using, selling, offering to sell, and/or importing the 545 Dumbbells in the  
15 United States by Vevor-CA, Vevor-CO, and/or Sanven, and possessing  
16 knowledge of the '123 patent or willful blindness to the '123 patent, with  
17 intent and knowledge that the 545 Dumbbells would be sold and used in an  
18 infringing manner in the United States.

19 81. Claim 17 of the '123 patent recites:

20 An adjustable dumbbell system, comprising:

21 a handle assembly:

22 a base;

23 at least one disc that rotates about a longitudinal axis of  
24 the handle assembly; and

25 a plurality of weights support by the base, the plurality of  
26 weights grouped into a first set of weights associated with  
27 one end of the handle assembly and a second set of  
28 weights associated with an opposing end of the handle

1 assembly, wherein the plurality of weights include a first  
2 weight and a supplemental weight supported by the first  
3 weight, wherein the at least one disc comprises a selection  
4 feature which fixedly joins the first weight and  
5 consequently the supplemental weight to the handle  
6 assembly depending upon a rotational orientation of the at  
7 least one disc.

8 82. On information and belief, which will likely be further  
9 established after a reasonable opportunity for further investigation and  
10 discovery, the 545 Dumbbell infringes at least claim 17 of the '123 patent at  
11 least as follows:

- 12 a. While the preamble is not necessarily limiting, the 545  
13 Dumbbell is an adjustable dumbbell system;
- 14 b. The 545 Dumbbell has a handle assembly with a handle  
15 connected to or integral with various elements such as a  
16 shaft and inner covers;
- 17 c. The 545 Dumbbell has a base that supports numerous  
18 weight plates;
- 19 d. The 545 Dumbbell has a selector disc that rotates about a  
20 longitudinal axis of the handle assembly, such as when  
21 the handle is rotated;
- 22 e. The 545 Dumbbell has two sets of weights supported by  
23 the base and arranged to interact with opposite ends of the  
24 handle assembly;
- 25 f. The 545 Dumbbell has a supplemental weight which is  
26 supported by a larger weight in an arrangement that  
27 allows the selector disc to fixedly join the larger weight  
28 and consequently the supplemental weight to the handle

1 assembly when the selector disc is rotated to a position  
2 that allows a flange of the selector disc to interact with a  
3 tab of the larger weight.

4 83. Defendants' acts of infringement have caused damage to  
5 Nautilus, and Nautilus is entitled to recover from Defendants damages  
6 sustained as a result of Defendants' infringement of the '123 patent.

7 84. Defendants' acts of infringement of the '123 patent have caused,  
8 and will continue to cause, irreparable harm to Nautilus. On information and  
9 belief, Defendants' infringement has resulted in lost sales of Nautilus  
10 adjustable dumbbell products and related Nautilus products and services.

11 85. On information and belief, Defendants' infringement of the '123  
12 patent has been and is intentional, knowing and willful.

13 **COUNT IV**

14 **(TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114)**

15 86. Nautilus incorporates by reference the foregoing paragraphs 1-  
16 85 of the Complaint as though fully set forth herein.

17 87. As demonstrated below, the 552 Dumbbells include design  
18 elements that are nearly identical to and/or substantially indistinguishable  
19 from Nautilus's Registered Mark. As a result, such designs of the 552  
20 Dumbbells infringe the Registered Mark, are confusingly similar in  
21 appearance, and/or incorporate a spurious configuration constituting a  
22 counterfeit.



1 88. As shown above in the image of a 552 Dumbbell from one of  
2 Sihao's listings on Alibaba.com, the 552 Dumbbells include a configuration  
3 of the outer surface of an adjustable dumbbell comprised of opposing sets of  
4 weight plates arranged to create segmented, generally frusto-conical shapes  
5 in the manner disclosed in the registration certificate for the Registered Mark  
6 ("Accused Design").

7 89. On information and belief, Defendants sell the 552 Dumbbells  
8 in the same channels of trade as Nautilus's Bowflex SelectTech dumbbells,  
9 such as online sales through e-commerce websites.

10 90. Defendants' use of a reproduction, counterfeit, copy, or  
11 colorable imitation of the Registered Mark, without Nautilus's consent in  
12 connection with the sale, offering for sale, distribution, or advertising of the  
13 Accused Products constitutes infringement of the Registered Mark in  
14 violation of 15 U.S.C. § 1114 as such use is likely to cause consumer  
15 confusion, deception, and/or mistake among consumers as to the affiliation,  
16 connection, or association of Defendants (and/or the products they sell) and  
17 Nautilus, and/or as to the origin, sponsorship, or approval by Nautilus of the  
18 552 Dumbbells advertised, promoted, sold, and/or distributed by Defendants.

19 91. In addition or in the alternative, on information and belief,  
20 Sishun E-commerce, Sishun Machinery, Sihao, Peixu, Rubao Jiao, Fuyu Jiao,  
21 James Liu, and/or DOES 1-5's authorization and approval of Vevor-CA,  
22 Vevor-CO, and/or Sanven's use of a reproduction, counterfeit, copy, or  
23 colorable imitation of the Registered Mark, without Nautilus's consent in  
24 connection with the sale, offering for sale, distribution, or advertising of the  
25 Accused Products constitutes infringement of the Registered Mark in  
26 violation of 15 U.S.C. § 1114 as such use is likely to cause consumer  
27 confusion, deception, and/or mistake among consumers as to the affiliation,  
28 connection, or association of Vevor-CA, Vevor-CO, and/or Sanven (and/or

1 the products they sell) and Nautilus, and/or as to the origin, sponsorship, or  
2 approval by Nautilus of the 552 Dumbbells advertised, promoted, sold,  
3 and/or distributed by Vevor-CA, Vevor-CO, and/or Sanven.

4 92. Defendants' acts of infringement have caused damage to  
5 Nautilus, and Nautilus is entitled to recover from Defendants damages  
6 sustained as a result of Defendants' s infringement of the Registered Mark.

7 93. Defendants' acts of infringement of the Registered Mark have  
8 caused, and will continue to cause, irreparable harm to Nautilus. Defendants'  
9 infringement has resulted in lost sales of Nautilus adjustable dumbbell  
10 products and related Nautilus products and services, as well as jeopardizing  
11 the goodwill symbolized by the Registered Mark.

12 94. On information and belief, Defendants' infringement of the  
13 Registered Mark has been and is intentional, knowing and willful.

14 **COUNT V**  
15 **(FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION**  
16 **UNDER 15 U.S.C. § 1125(A))**

17 95. Nautilus incorporates by reference the foregoing paragraphs 1-  
18 94 of the Complaint as though fully set forth herein.

19 96. Defendants' use in commerce of the Accused Design in  
20 connection with adjustable dumbbells is a false designation of origin and an  
21 infringement of Nautilus's nationwide common law rights in the Trade  
22 Dress, as such use is likely to cause confusion or mistake, or to deceive the  
23 public as to the affiliation, connection, or association of Defendants (and/or  
24 the products they sell) and Nautilus, and/or as to the origin, sponsorship or  
25 approval by Nautilus of the Accused Products advertised, promoted, sold,  
26 and distributed by Defendants.

27 97. On information and belief, Sishun E-commerce, Sishun  
28 Machinery, Sihao, Peixu, Rubao Jiao, Fuyu Jiao, James Liu, and/or DOES 1-



1 5's's authorization and approval of Vevor-CA, Vevor-CO and/or Sanven's  
2 use in commerce of the Accused Design in connection with adjustable  
3 dumbbells is a false designation of origin and an infringement of Nautilus's  
4 nationwide common law rights in the Trade Dress, as such use is likely to  
5 cause confusion or mistake, or to deceive the public as to the affiliation,  
6 connection, or association of Vevor-CA, Vevor-CO, and/or Sanven (and/or  
7 the products they sell) and Nautilus, and/or as to the origin, sponsorship or  
8 approval by Nautilus of the Accused Products advertised, promoted, sold,  
9 and distributed by Vevor-CA, Vevor-CO, and/or Sanven.

10 98. Defendants have used the Accused Design in commerce in  
11 connection with the sale of adjustable dumbbell products in a manner that  
12 constitutes a false designation of origin and/or false and misleading  
13 descriptions and representations, which tend to falsely describe the origin,  
14 sponsorship, association, or approval by Nautilus of the Accused Products  
15 sold by Defendants.

16 99. Defendants' acts have caused damage to Nautilus, and Nautilus  
17 is entitled to recover from Defendants' damages sustained as a result of  
18 Defendants' acts.

19 100. Defendants' acts have caused, and will continue to cause,  
20 irreparable harm to Nautilus. Defendants' acts have resulted in lost sales of  
21 Nautilus adjustable dumbbell products and related Nautilus products and  
22 services, as well as jeopardizing the goodwill symbolized by Nautilus's  
23 Trade Dress.

24 101. On information and belief, Defendants' conduct has been and is  
25 intentional, knowing and willful.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Nautilus respectfully requests that the Court enter judgment  
28 in its favor, granting the following relief:

1           A.     Entry of judgment in favor of Nautilus on all causes of action set forth  
2 herein;

3           B.     Entry of a preliminary and permanent injunction enjoining Defendants  
4 and their officers, directors, employees, agents, consultants, contractors, suppliers,  
5 distributors and all other acting in privity with Defendants from further  
6 infringement of the '680 patent;

7           C.     Entry of a preliminary and permanent injunction enjoining Defendants  
8 and their officers, directors, employees, agents, consultants, contractors, suppliers,  
9 distributors and all other acting in privity with Defendants from further  
10 infringement of the '982 patent;

11          D.     Entry of a preliminary and permanent injunction enjoining Defendants  
12 and their officers, directors, employees, agents, consultants, contractors, suppliers,  
13 distributors and all other acting in privity with Defendants from further  
14 infringement of the '123 patent;

15          E.     Entry of a preliminary and permanent injunction enjoining Defendants  
16 and its officers, directors, employees, agents, consultants, contractors, suppliers,  
17 distributors and all other acting in privity with Defendants from further trademark  
18 infringement and false designation of origin as set forth herein;

19          F.     Entry of an award to Nautilus of damages adequate to compensate it  
20 for Defendants' patent infringement in an amount to be proven at trial, together  
21 with pre-judgment and post-judgment interest and costs, as fixed by the Court;

22          G.     Entry of an award to Nautilus of damages adequate to compensate for  
23 damages recoverable under the Lanham Act, trebled pursuant to 15 U.S.C. §  
24 1117(a) and (b); or, in the alternative and at Nautilus's election, awarding Nautilus  
25 statutory damages pursuant to 15 U.S.C. § 1117(c);

26          H.     Entry of judgment that each of Defendants' infringement of the  
27 Asserted Patents has been willful and award Nautilus treble damages under 35  
28 U.S.C. § 284;

1 I. Entry of an award to Nautilus of its costs, expenses and reasonable  
2 attorneys' fees and expenses incurred in this action under 35 U.S.C. § 285, 28  
3 U.S.C. § 1927, the Court's inherent powers, as permitted by the Lanham Act, or on  
4 any other applicable basis;

5 J. That the Court award interest on the damages; and

6 K. Further relief as the Court may deem just and proper.

7 **JURY DEMAND**

8 Plaintiff demands trial by jury on all matters triable by jury.

9  
10 Date: June 22, 2022

Respectfully submitted,

11 By: /s/ Karen Luong  
12 Karen Luong (Bar No. 246809)  
13 karen.luong@huschblackwell.com  
14 HUSCH BLACKWELL LLP  
15 300 S. Grand Ave., Suite 1500  
16 Los Angeles, CA 90071  
17 213-337-6550 Telephone  
18 213-337-6551 Facsimile

16 Rudolph A. Telscher, Jr. (*pro hac vice*  
17 to be filed\*)  
18 rudy.telscher@huschblackwell.com  
19 Paul L. Smelcer (*pro hac vice* to be  
20 filed\*)  
21 paul.smelcer@huschblackwell.com  
22 HUSCH BLACKWELL LLP  
23 190 Carondelet Plaza, Suite 600  
24 St. Louis, MO 63105  
25 314-480-1500 Telephone

26 ***Attorneys for Plaintiff Nautilus, Inc.***