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

SHENZHEN SMOORE
 TECHNOLOGY CO., LTD.,

Plaintiff,

v.

GREENTANK TECHNOLOGIES
 CORP.

Defendant.

Case No. 2:22-cv-7638

**COMPLAINT FOR PATENT
 INFRINGEMENT**

DEMAND FOR JURY TRIAL

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COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Shenzhen Smoore Technology Co., Ltd. (“Smoore” or “Plaintiff”), by and through undersigned counsel, respectfully alleges, states, and prays as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement under the Patent Laws of the United States, Title 35 United States Code, §§ 271 and 281, *et seq.* against Greentank Technologies Corp. (herein “Greentank” or “Defendant”), for infringing and profiting, in an illegal and unauthorized manner, and without authorization and/or consent from Plaintiff for U.S. Patent Nos. 10,791,762 (“’762 Patent”), 10,791,763 (“’763 Patent”), and D853,635 (“D635 Patent”, together with the ’762 Patent and ’763 Patent, collectively the “Patents-in-Suit”) which are attached hereto as **Exhibit A**, respectively, and incorporated herein by reference, and pursuant to 35 U.S.C. § 271, to recover damages, attorneys’ fees and costs.

PARTIES

2. Plaintiff Shenzhen Smoore Technology Limited is a corporation organized under the laws of China having its principal place of business at Block 16, Dongcai Industry Park, Gushu Village, Bao’an District, Shenzhen, China.

3. Upon information and belief, Greentank Technologies Corp. (“Greentank”) is a Canadian corporation with a principal office street address at 102-135 Liberty Street, Toronto, ON, M6K 1A7, Canada. Upon information and belief, Defendant and its distributors have conducted and continues to conduct business in this judicial district, such as marketing and sales to the customers located in this district.

JURISDICTION AND VENUE

4. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. §§ 1, *et seq.*

1 **B. The '763 Patent**

2 11. On October 6, 2020, the USPTO duly and legally issued U.S. Patent
3 No. 10,791,763 (the “’763 Patent”), entitled “Atomizer capable of preventing
4 liquid leakage caused by air inside a liquid reservoir and electronic cigarette with
5 the same” after a full and fair examination. The ’763 Patent is attached hereto as
6 **Exhibit A** and incorporated herein as if fully rewritten.

7 12. The ’763 Patent has 20 claims, including two independent claims (1,
8 11), and 18 dependent claims (2-10, 12-20). Plaintiff is asserting claims 1 and 11
9 against Defendant, whose Accused Products infringe the referenced claims literally
10 or under the doctrine of equivalents.

11 **C. The D635 Patent**

12 13. On July 9, 2019, the USPTO duly and legally issued U.S. Patent No.
13 D853,635 (the “D635 Patent”), entitled “Atomizer for electronic cigarette” after a
14 full and fair examination. The D635 Patent is attached hereto as **Exhibit A** and
15 incorporated herein as if fully rewritten.

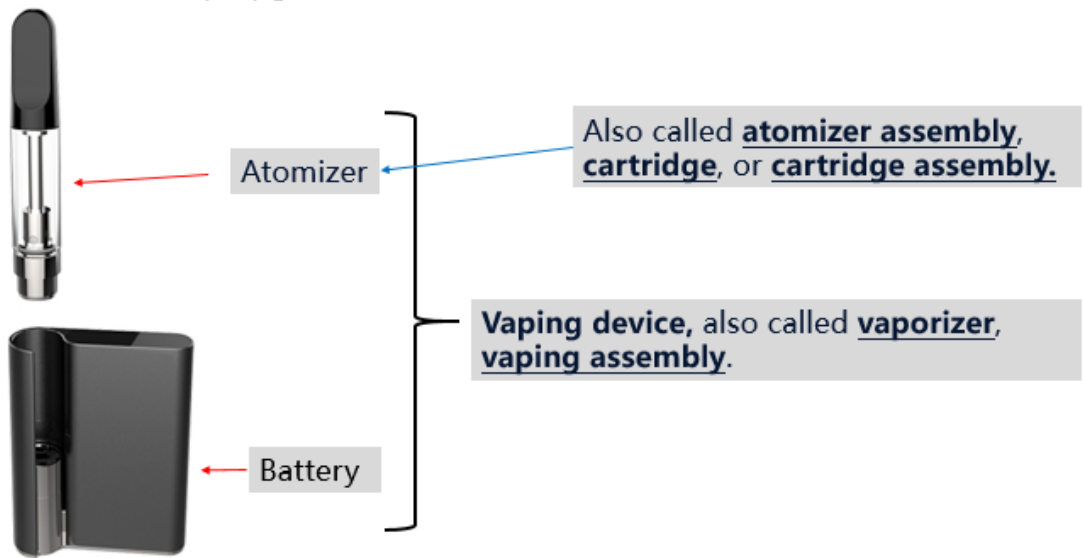
16 14. The D635 Patent has 1 claim. Plaintiff is asserting this claim against
17 Defendant, whose products infringe the referenced claims literally or under the
18 doctrine of equivalents.

19 15. Plaintiff is the sole and exclusive owner of all right, title and interest
20 in the ’762, ’763, and D635 Patents and holds the exclusive right to take all actions
21 necessary to enforce its rights to the Patents-in-Suit, including the filing of this
22 patent infringement action, recovery all damages for past, present, and future
23 infringement of the Patents-in-Suit and to seek injunctive relief as appropriate
24 under the law.

25 **DEFENDANT’S PRODUCTS**

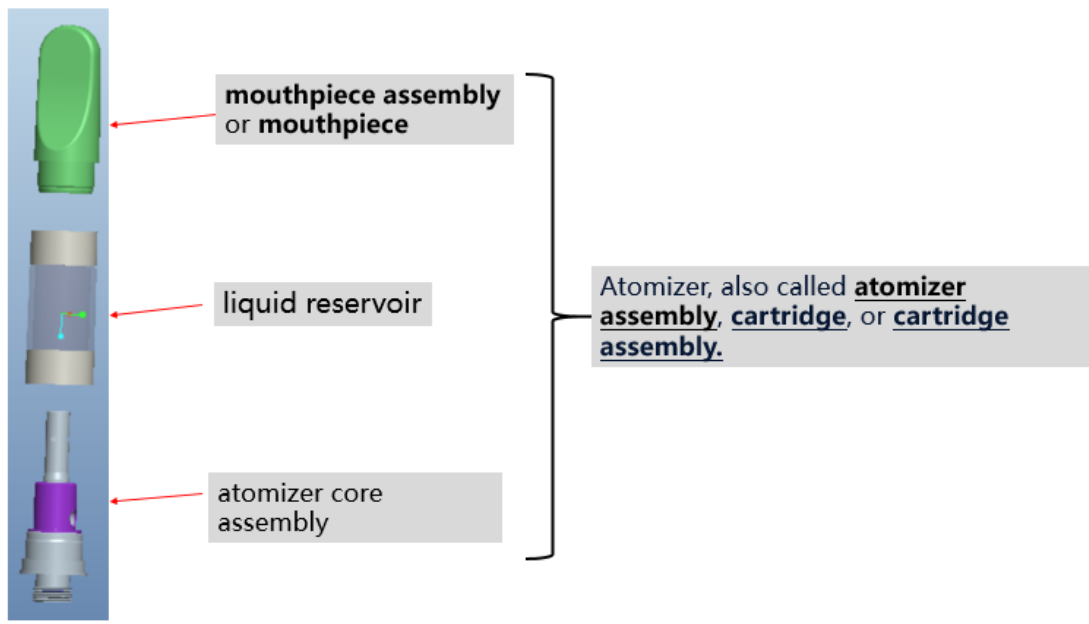
26 16. During the enforceability period of the Patents-in-Suit, Defendant
27 offers and continues to offer for sale oil-vaping cartridges having a liquid reservoir
28 for containing a vaporizable oil. The components include a liquid reservoir and an

1 atomizer coil assembly, as illustrated in Drawing 2 below. These components can
2 be assembled together with mouthpieces to make atomizers (a/k/a atomizer
3 assembly, cartridges or cartridge assembly), and then further assembled with a
4 battery or other power source to form vaping devices (a/k/a vaporizer, vaping
5 assembly) that are used in or comprise Defendant's Accused Products for vaping
6 purposes. The drawings below provide a detailed illustration of the technologies.
7 The Accused Products are sold in this district by or on behalf of Defendant. A non-
8 limiting set of claim charts comparing exemplars of Accused Products to claims 1,
9 2, and 7 of the '762 Patent; and 1 and 11 of the '763 Patent; as well as the sole
10 design claim of the D635 Patent is attached hereto as **Exhibit B** and is
11 incorporated herein as if fully rewritten. If any additional infringing products are
12 identified by Plaintiff during this case, Plaintiff will amend the listing of Accused
13 Products accordingly. This case and any remedy should extend to all of
14 Defendant's infringing products.



24 Drawing 1: illustration of atomizer (a/k/a atomizer assembly, cartridge, cartridge
25 assembly) and vaping device (a/k/a vaporizer or vaping assembly)

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Drawing 2: illustration of mouthpiece (a/k/a mouthpiece assembly), liquid reservoir, atomizer coil assembly and atomizer (a/k/a atomizer assembly, cartridge, or cartridge assembly)

17. Upon information and belief, Defendant’s Accused Products include at least GT CR oil cartridges, GT DX oil cartridges, and GT GO oil cartridges.

COUNT I: INFRINGEMENT OF THE '762 PATENT

18. Paragraphs 1 through 17 are incorporated by reference as if fully set forth herein.

19. Plaintiff has not licensed or otherwise authorized Defendant to make, test, use, offer for sale, sell, or import any products that embody the inventions of the '762 Patent.

20. Defendant has had knowledge of infringement of the '762 Patent at least as of its receipt of Smoore’s cease and desist letter dated September 8, 2021.

21. As shown in **Exhibit B**, Defendant has and continues to knowingly and intentionally directly infringe the '762 Patent, including at least claims 1, 2, and 7, literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, testing, using, offering for sale, selling,

1 and/or importing into the United States products that satisfy each and every
2 limitation of one or more claims of the '762 Patent.

3 22. Defendant has infringed and continues to indirectly infringe one or
4 more claims of the '762 Patent by knowingly and intentionally inducing others,
5 including customers and end-users, to directly infringe, literally or under the
6 doctrine of equivalents, by making, using, testing, offering to sell, selling and/or
7 importing into the United States products that include infringing technology
8 protected by the '762 Patent, which are not staple articles nor commodities of
9 commerce suitable for substantial noninfringing use.

10 23. Defendant induced infringement by others, including customers and
11 end users, with the intent to cause infringing acts by others or, in the alternative,
12 with the belief that there was a high probability that others, including customers
13 and end users, infringe the '762 Patent, but remaining willfully blind to the
14 infringement.

15 24. As a result of Defendant's infringement of the '762 Patent, Plaintiff
16 has suffered monetary damages and is entitled to a monetary judgement in an
17 amount adequate to compensate for Defendant's past infringement, together with
18 interests and costs.

19 25. Plaintiff's **Exhibit B** is for the purpose of meeting the notice
20 requirements of Rule 8(a)(2) of the Federal Rules of Civil Procedure and the
21 Plaintiff is not estopped by any infringement contention or claim construction
22 proposed by the claim charts that it provides with this Complaint.

23 **COUNT II: INFRINGEMENT OF THE '763 PATENT**

24 26. Paragraphs 1 through 25 are incorporated by reference as if fully set
25 forth herein.

26 27. Plaintiff has not licensed or otherwise authorized Defendant to make,
27 test, use, offer for sale, sell, or import any products that embody the inventions of
28 the '763 Patent.

1 28. Defendant has had knowledge of infringement of the '763 Patent at
2 least as of its receipt of Smoore's cease and desist letter dated September 8, 2021.

3 29. As shown in **Exhibit B**, Defendant has and continues to knowingly
4 and intentionally directly infringe the '763 Patent, including at least claims 1 and
5 11, literally or under the doctrine of equivalents, without authority and in violation
6 of 35 U.S.C. § 271, by making, testing, using, offering for sale, selling, and/or
7 importing into the United States products that satisfy each and every limitation of
8 one or more claims of the '763 Patent.

9 30. Defendant has infringed and continues to indirectly infringe one or
10 more claims of the '763 Patent by knowingly and intentionally inducing others,
11 including customers and end-users, to directly infringe, literally or under the
12 doctrine of equivalents, by making, using, testing, offering to sell, selling and/or
13 importing into the United States products that include infringing technology
14 protected by the '763 Patent, which are not staple articles nor commodities of
15 commerce suitable for substantial noninfringing use.

16 31. Defendant induced infringement by others, including customers and
17 end users, with the intent to cause infringing acts by others or, in the alternative,
18 with the belief that there was a high probability that others, including customers
19 and end users, infringe the '763 Patent, but remaining willfully blind to the
20 infringement.

21 32. As a result of Defendant's infringement of the '763 Patent, Plaintiff
22 has suffered monetary damages and is entitled to a monetary judgement in an
23 amount adequate to compensate for Defendant's past infringement, together with
24 interests and costs.

25 33. Plaintiff's **Exhibit B** is for the purpose of meeting the notice
26 requirements of Rule 8(a)(2) of the Federal Rules of Civil Procedure and the
27 Plaintiff is not estopped by any infringement contention or claim construction
28 proposed in the claim charts that it provides with this Complaint.

COUNT III: INFRINGEMENT OF THE D635 PATENT

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34. Paragraphs 1 through 33 are incorporated by reference as if fully set forth herein

35. Plaintiff has not licensed or otherwise authorized Defendant to make, test, use, offer for sale, sell, or import any products that embody the inventions of the D635 Patent.

36. Defendant has had knowledge of infringement of the D635 Patent at least as of its receipt of Smoore’s cease and desist letter dated September 8, 2021.

37. As shown in **Exhibit B**, Defendant has infringed and continues to knowingly and intentionally directly infringe the D635 Patent, literally or under the doctrine of equivalents, without authority and in violation of 35 U.S.C. § 271, by making, testing, using, offering for sale, selling and/or importing into the United States products that satisfy each and every limitation of the D635 Patent, and that would deceive an ordinary purchaser by inducing purchase of the accused device supposing it to embody the patented design.

38. Defendant has infringed and continues to indirectly infringe the D635 Patent by knowingly and intentionally inducing others, including customers and end-users, to directly infringe, literally or under the doctrine of equivalents, by making, using, testing, offering to sell, selling and/or importing into the United States products that including infringing design protected by the D635 Patent.

39. To the extent that an Accused Product is sold in a not-yet-assembled form with components (i.e., mouthpiece, liquid reservoir, atomizer core assembly) that would directly infringe the D635 patent when assembled by a party other than the Defendant. Defendant induced infringement by others, including customers and end users, with the intent to cause infringing acts by others or, in the alternative, with the belief that there was a high probability that others, including customers and end users, infringe the D635 Patent, but remaining willfully blind to the infringement.

- 1 d. An accounting of all infringing sales and damages including, without
- 2 limitation, those sales and damages not presented at trial;
- 3 e. An award of all damages to which Smoore is entitled under 35 U.S.C.
- 4 §§ 284 and/or 289 for all past and continuing infringement, including
- 5 without limitation, at least reasonable royalties;
- 6 f. An award of enhanced damages in accordance with 35 U.S.C. § 284
- 7 as a result of Defendant’s knowing and willful infringement;
- 8 g. A finding that this case is exceptional under 35 U.S.C. § 285 and an
- 9 award of all of Plaintiff’s attorneys’ fees incurred in connection with
- 10 this case;
- 11 h. An assessment of pre-judgment and post-judgment interest and costs
- 12 against Defendant and an award of such interest and costs in
- 13 accordance with 35 U.S.C. § 284; and
- 14 i. The Plaintiff be granted such other and further relief as this Court may
- 15 deem just and proper.

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18 Dated: October 19, 2022

Respectfully submitted,
CROWELL & MORING LLP

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