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 8 IN THE UNITED STATES DISTRICT COURT
 9 CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

10 XIANGSHAN ZHANG, an individual
 11 Plaintiff,
 12 v.
 13 VIVOSUN INC., a California
 14 corporation,
 15 Defendant.

Case No. 5:22-cv-01947

**COMPLAINT FOR PATENT
 INFRINGEMENT**

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 17 Plaintiff Xiangshan Zhang [“Zhang”] hereby asserts the following claim
 18 for patent infringement against Defendant VIVOSUN INC. [“VIVOSUN”],
 19 and alleges the following:

20 **NATURE OF THE ACTION**

21 1. This is a civil action for patent infringement under the patent laws
 22 of the United States, 35 U.S.C. § 1, *et seq.*

23 2. VIVOSUN has infringed and continues to infringe, and has
 24 induced and continues to induce infringement of one or more claims of
 25 Zhang’s U.S. Patent No. 10,633,010 B1 [“’010 patent”] at least by importing,
 26 selling and offering to sell the VIVOSUN Heavy Duty Collapsible Folding
 27 Wagon Utility Outdoor Camping Garden Cart [“VIVOSUN Garden Cart”].
 28

1 The '010 patent is attached as complaint Exhibit A. The VIVOSUN Garden
2 Cart is shown in Exhibit B.

3 3. Zhang is the legal owner of the '010 patent, which was duly and
4 legally issued by the United States Patent and Trademark Office [“USPTO”].
5 Zhang seeks injunctive relief and monetary damages.

6 **PARTIES**

7 4. Zhang is a Chinese citizen residing at Room 1005, Building 8,
8 Jinke Tianlai Garden, No. 166 Heshan Street, Gaoxin District, Suzhou,
9 Jiangsu, China.

10 5. VIVOSUN is a California corporation. Its principal place of
11 business is 2050 S. Lynx Avenue, Ontario, California 91761.

12 6. VIVOSUN’s registered agent is Mr. Roger Luo [“Luo”]. Luo may
13 be served with process at 2050 S. Lynx Avenue, Ontario, California 91761.

14 7. VIVOSUN imports, develops, designs, manufactures, distributes,
15 markets, offers to sell, and sells the infringing product, VIVOSUN Garden
16 Cart, in the United States—including the Central District of California, and
17 otherwise purposefully directs infringing activities from this District.

18 **JURISDICTION AND VENUE**

19 8. This is a civil action for patent infringement arising under the
20 patent laws of the United States, 35 U.S.C. § 1, *et seq.*

21 9. This Court has subject matter jurisdiction over the matters
22 asserted herein under 28 U.S.C. §§ 1331 and 1338(a).

23 10. This Court has personal jurisdiction over VIVOSUN INC. as it is
24 a California corporation with its principal place of business in Ontario,
25 California.

26 11. Venue is proper in this judicial district pursuant to 28 U.S.C.
27 §§ 1391 and 1400(b) because VIVOSUN has committed infringing acts in this
28 District and has a regular and established place of business in this District.

BACKGROUND

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2 12. Zhang is a well-accomplished designer and inventor of products
3 utilizing foldable technology.

4 13. Zhang has been granted five patents in China, four in the United
5 States, and five in Japan—all involving foldable technology.

6 14. In 2017, Zhang began work on the product that would eventually
7 receive United States intellectual property protections under the ‘010 patent.

8 15. Zhang invested approximately 1,000,000 RMB and one year of
9 time in the development of the ‘010 patented product.

10 16. Zhang employed his university and industry training to analyze
11 shortcomings in folding moving tools and then verified his innovative,
12 breakthrough design with rigorous testing methods.

13 17. On April 28, 2020, Zhang was issued the ‘010 patent or his
14 invention providing a transportation trailer with no extra height when folding.

15 18. Zhang has licensed his patent to six distributors in the U.S.A.
16 [Exhibit C]. These six distributors sold the ‘010 patented product mostly on
17 Amazon.com, but also sold some through various offline outlets.

18 19. In July 2022, Zhang learned of a Chinese factory manufacturing
19 infringing products of the ‘010 patent with the VIVOSUN trademark.

20 20. VIVOSUN is a California company. Its owner is Jia Luo [a/k/a
21 Robert Luo].

22 21. VIVOSUN is an Amazon.com online store.

23 22. VIVOSUN’s Amazon shop identification number is
24 A2PQGFJXAT8J9K.

25 23. On or about September 15, 2022, Luo contact Zhang directly via
26 phone and instant message. Zhang and Luo communicated via WeChat several
27 times. They also met in person once. Luo was trying to settle Zhang’s
28 infringement claim. They never reached agreement.

1 24. During Zhang’s communication with Luo, and at least as of
2 September 15, 2022, if not earlier, Zhang gave actual knowledge of Zhang’s
3 ‘010 patent to Luo and VIVOSUN.

4 25. On September 22, 2022, Zhang received a notification from
5 Amazon.com regarding his report of infringement of the ‘010 patent by
6 VIVOSUN. In the notice, Amazon.com confirms that it provided VIVOSUN
7 and Luo the report of infringement for patent ‘010.

8 26. On or about October 2, 2022, Zhang retained Bayramoglu Law
9 Offices to perform an infringement analysis and to enforce his patent.

10 27. VIVOSUN sold and continues to sell a product that uses the
11 structure on ‘010 patent without license.

12 28. Zhang sells the ‘010 patented product to licensed sellers in the
13 United States and other countries.

14 29. Zhang’s U.S. licensees compete directly with VIVOSUN in the
15 United States market.

16 30. VIVOSUN’s infringing product has reduced market share for
17 Zhang’s U.S. licensees.

18 31. VIVOSUN’s infringing product also impairs U.S. licensees’
19 ranking on Amazon.com.

20 32. VIVOSUN’s infringing product currently ranks fourth on
21 Amazon.com’s Best Seller list, whereas Zhang’s U.S. licensees rank lower.

22 33. Zhang’s U.S. licensees have communicated to Zhang in writing
23 that unless he can stop VIVOSUN’s infringement they will no longer purchase
24 products from him and will suspend license fee payments.

25 34. VIVOSUN’s infringement has and will continue to irreparably
26 damage Zhang’s goodwill with his licensees and his business.

27 35. Zhang has undertaken obligations to his U.S. licensees providing
28 that he must defend and enforce the ‘010 patent against infringers and

1 otherwise protect market share and interests of his U.S. licensees. VIVOSUN’s
2 infringement therefore has exposed Zhang to litigation and claims against him
3 by U.S. licensees, which constitutes irreparable harm.

4 36. VIVOSUN’s infringement will irreparably harm Zhang’s brand
5 his ability to penetrate the U.S. market.

6 37. VIVOSUN has sold about 100,000 infringing units for total
7 revenue of \$10 million.

8 **COUNT I: INFRINGEMENT OF U.S. PATENT NO. 10,633,010 B1**

9 38. Zhang incorporates by reference and realleges complaint ¶¶ 1–37
10 as if fully set out herein.

11 39. VIVOSUN has directly infringed and is currently infringing the
12 ‘010 patent by making, using, selling, offering for sale, and importing into the
13 United States, without authority or license, the VIVOSUN Garden Cart.

14 40. The VIVOSUN Garden Cart infringes claims 1–10 of U.S. Patent
15 No. 10,633,010 B1.

16 41. Although VIVOSUN’s Garden Cart infringes claims 1-10 of
17 Patent No. 10,633,010 B1, Zhang more specifically pleads that all elements of
18 Claim 1 infringe the ‘010 patent.¹ Zhang retains the right to amend his
19 infringement contentions and claim construction as necessary in this case. The
20 following paragraphs describe VIVOSUN’s infringement of the ‘010 patent
21 with claim language in italics.

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26 ¹ *Sanho Corp. v. Intelliarmor*, No. 8:20-cv-00735-JLS-DFM, 2020 WL
27 6153265, at *3 (C.D. Cal. Sept. 25, 2020) (“Given the invention at issue, the
28 FAC would adequately plead a plausible claim for direct infringement if it *did*
... identify at least one claim of the ‘429 Patent that is allegedly infringed, and
described the feature of the Accused Products that allegedly infringe the
Asserted Patents.”).

CLAIM 1

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 2 42. 1. A trailer with no extra height when folding, comprising fixed
 3 standpipes arranged at a front and rear end of the trailer, and front and rear
 4 folding components, side folding components, bottom folding components and
 5 handle components connected to the fixed standpipes; The product folds
 6 horizontally without generating extra height (see FIGS. 2A-2B), which has the
 7 same design as shown in the '010 patent (FIG. 1). The product includes fixed
 8 standpipes (as '010 patent's fixed standpipes 1 shown in FIG. 3) arranged at
 9 front (i.e., the side with handle) and rear end of the trailer (see FIGS. 4-7).
 10 FIGS. 4-9 illustrate the product includes folding components on the front, rear,
 11 side, and bottom (as '010 patent's folding components 2-10 shown in FIG. 3).
 12 Furthermore, FIG. 6 illustrates handle components of the product is connected
 13 to the fixed standpipes at the front side (same as '010 patent's handle
 14 components 15-20, 24, and 27 are connected to the fixed standpipes 1, see
 15 FIG. 3).

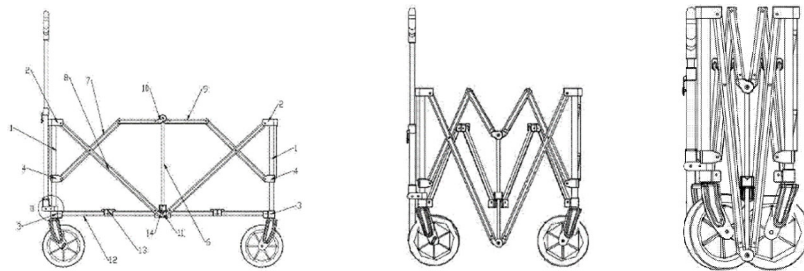


FIG. 1 ('010 patent)

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FIG. 5 (product's other side view)



FIG. 6 (product's front view)



FIG. 7 (product's rear view)

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FIG. 8 (product's bottom view)



FIG. 9 (product in the folding/expanding process, showing the bottom connecting pipe 12 is hinged with a second linkage sliding sleeve 14 slidably connected with the folding driving pipe 6)

43. *wherein a top-corner fixed piece is fixed on the fixed standpipes, and slidably connected with a first linkage sliding sleeve; the front and rear folding components comprise at least two hinged front and rear X components, the front and rear X components are formed by two cross pipes which are crosswise hinged together by an articulated shaft, the ends of the cross pipes are hinged with the top-corner fixed piece or the first linkage sliding sleeve; The product (shown in FIG. 4) has a top-corner fixed piece on the fixed standpipes (same as '010 patent's top-corner piece 2 fixed on the fixed*

1 standpipes 1). The product includes a first linkage sliding sleeve on the fixed
2 standpipes (same as '010 patent's first linkage sliding sleeve 4 on the fixed
3 standpipes 1). FIGS. 3-5 further illustrate the product and the '010 patent both
4 include front and rear side having pipes forming two X shapes, which are
5 crosswise hinged together by an articulated shaft. The ends of the cross pipes
6 5 of the two X components are hinged with the top-corner fixed piece 2 and
7 the first linkage sliding sleeve 3 (FIGS. 3-5).

8 *44. wherein the side folding components comprise two side folding*
9 *shelves and a folding driving pipe, the side folding shelf comprises a side cross*
10 *short pipe, a side cross long pipe and a horizontal connecting pipe, the side*
11 *cross short pipe and the side cross long pipe are crosswise hinged by*
12 *articulated shaft; one end of the folding driving pipes is hinged with two said*
13 *horizontal connecting pipes, and the other end thereof is hinged with ends of*
14 *two said side cross long pipes; the other end of the side cross long pipe is*
15 *hinged with the top-corner fixed piece, one end of the side cross short pipe is*
16 *hinged with the first linkage sliding sleeve and the other end thereof is hinged*
17 *with one end of the horizontal connecting pipe; the bottom folding components*
18 *comprise two bottom X components, the bottom X components are formed by*
19 *one end of four bottom connecting pipes being simultaneously hinged with one*
20 *same bottom connecting piece; the other end of the bottom connecting pipe is*
21 *hinged with a second linkage sliding sleeve slidably connected with the folding*
22 *driving pipe or a bottom-corner fixed piece fixedly connected to the fixed*
23 *standpipes. Both the product and the '010 patent includes two side folding*
24 *shelves with a folding driving pipe 6 separating the two folding shelves (see*
25 *FIGS. 3-9). Each side folding shelf includes a side cross short pipe 7, a side*
26 *cross long pipe 8, and a horizontal connecting pipe 9. FIGS. 3-9 further*
27 *illustrate the side cross short pipe 7 and the side cross long pipe 8 are crosswise*
28 *hinged by articulated shaft. Furthermore, FIGS. 3-9 clearly show that one end*

1 of the folding driving pipes 6 is hinged with two of the horizontal connecting
2 pipes 9, and the other end of the folding driving pipes 6 is hinged with ends of
3 two of the side cross long pipes 8; the other end of the side cross long pipe is
4 hinged with the top-corner fixed piece 2, one end of the side cross short pipe
5 7 is hinged with the first linkage sliding sleeve 3 and the other end of the side
6 cross short pipe 7 is hinged with one end of the horizontal connecting pipe 9;
7 the bottom folding components comprise two bottom X components, the
8 bottom X components are formed by one end of four bottom connecting pipes
9 12 being simultaneously hinged with one same bottom connecting piece 13;
10 the other end of the bottom connecting pipe 12 is hinged with a second linkage
11 sliding sleeve 14 slidably connected with the folding driving pipe 6 or a
12 bottom-corner fixed piece 3 fixedly connected to the fixed standpipes 1.

13 * * *

14 45. VIVOSUN has pre-complaint knowledge of the '010 patent.

15 46. Notwithstanding its knowledge of the '010 patent and that the
16 VIVOSUN Garden Cart infringes upon the '010 patent, VIVOSUN has
17 deliberately continued to infringe in a wanton, malicious, and egregious
18 manner, with reckless disregard for Zhang's patent rights. Thus, VIVOSUN's
19 infringement has been and continues to be consciously wrongful.

20 47. As a result of VIVOSUN's infringement of the '010 patent,
21 Zhang has been damaged. Zhang is entitled to recover for damages sustained
22 as a result of VIVOSUN's wrongful acts in an amount to be determined at trial.

23 48. VIVOSUN's infringement has caused and will continue to cause
24 Zhang substantial damage and irreparable injury unless and until this Court
25 enjoins VIVOSUN's infringement.

26 49. Based on the allegations above, this is an exceptional case, which
27 warrants an award of attorneys' fees to Zhang pursuant to 35 U.S.C. § 285.
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PRAYER FOR RELIEF

WHEREFORE, Zhang prays for judgment against VIVOSUN as follows:

A. That VIVOSUN has infringed, and unless enjoined, will continue to infringe the ‘010 patent;

B. That VIVOSUN has willfully infringed the ‘010 patent;

C. That VIVOSUN pay Zhang damages adequate to compensate Zhang for VIVOSUN’s infringement of the ‘010 patent, together with interest and costs under 35 U.S.C. § 284;

D. That VIVOSUN be ordered to pay prejudgment and post judgment interest on the damages assessed;

E. That VIVOSUN pay Zhang enhanced damages pursuant to 35 U.S.C. § 284;

F. That VIVOSUN be ordered to pay supplemental damages to Zhang, including interest, with an accounting, as appropriate;

G. That VIVOSUN be enjoined from infringing the ‘010 patent, or if its infringement is not enjoined, that VIVOSUN be ordered to pay ongoing royalties to Zhang for any post-judgment infringement of the ‘010 patent.

H. That this is an exceptional case under 35 U.S.C. § 285, and that VIVOSUN pay Zhang’s attorneys’ fees and costs in this action; and

I. That Zhang be awarded such other and further relief as this Court deems just and proper.

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DEMAND FOR JURY TRIAL

Pursuant to FED. R. CIV. P. 38(b), Zhang hereby demands a trial by jury on all issues so triable.

Dated this 3rd day of November 2022.

Respectfully submitted,

/s/Nihat Deniz Bayramoglu
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CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of November 2022, I electronically filed the foregoing with the Court using the CM/ECF system, and thereby delivered the foregoing by electronic means to all counsel of record.

By: /s/ Nihat Deniz Bayramoglu
Nihat Deniz Bayramoglu
Bayramoglu Law Offices LLC