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Plaintiff, *Pro Se*

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**U.S. DISTRICT COURT
DISTRICT OF CONNECTICUT**

MICHAEL H. DOMESICK, individually,

Plaintiff,

v.

JD E-COMMERCE AMERICA
LIMITED, a Delaware business entity,
JD.COM AMERICAN TECHNOLOGIES
CORPORATION, a Delaware business
entity, JINGDONG E-COMMERCE
(TRADE) HONG KONG CORPORATION
LIMITED, a Hong Kong Business Entity,
WALMART, INC., a Delaware
corporation, and the parties named as
ADDITIONAL DEFENDANTS

Defendants

Case No.:

**COMPLAINT FOR PATENT
INFRINGEMENT**

JURY TRIAL DEMANDED

Date Action filed: May 4, 2023

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COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff Michael H. Domesick (“Plaintiff”) hereby asserts the following claims against Defendants JD E COMMERCE AMERICA LIMITED, a Delaware business entity (“Joybuy America”), JD.COM AMERICAN TECHNOLOGIES CORPORATION, a Delaware business entity (“Joybuy Tech”), JINGDONG E-COMMERCE (TRADE) HONG KONG CORPORATION LIMITED, a Hong Kong business entity (“Joybuy,” and collectively with Joybuy America and Joybuy Tech, the “Joybuy Defendants”), WALMART, INC., a Delaware corporation (“Walmart”), and the parties named herein as ADDITIONAL DEFENDANTS (collectively, “Defendants”), and alleges as follows:

NATURE OF THE CASE

1. This is an action arising out of Defendants’ brazen and lawless engagement in intellectual property theft, including patent infringement, unfair competition, tortious interference with business relationships, and fraudulent and negligent misrepresentation.

2. Defendants, including the Joybuy Defendants and Walmart, have infringed and continue to infringe one or more claims of Plaintiff’s U.S. Patent Nos. 10,286,245 and 11,491,264, which relate to apparatuses for facilitating plank exercises, and 9,895,573, which relates to a method of facilitating plank exercises (collectively, the “Patents-in-Suit”), at least by the importation, sale, and offer for sale of various planking devices incorporating the patented features or practicing the patented methods. While the Additional Defendants’ involvement may be limited to specific planking devices, it does not absolve them of responsibility for any infringement that occurred through their use, importation, manufacture, sale, or offer for sale of planking devices that incorporate the patented features or practice the

1 patented methods, or failure to cease sales of their inventory of such devices through other
2 channels.

3 3. Upon information and belief, compliance with the digital marking provisions
4 of 35 U.S.C. § 287(a) has been made with respect to U.S. Patent Nos. 10,286,245 and
5 11,491,364, with such compliance being made no later than at least September 2022 and
6 November 2022, respectively. As to the method claim of U.S. Patent No. 9,895,573,
7 constructive notice for treble damages is believed to be established as of the date of its issuance
8 in February 2018, in accordance with 35 U.S.C. § 287(a). For the reasons described more fully
9 below in this Complaint, Plaintiff seeks treble damages, as allowed under 35 U.S.C. § 284, for
10 any acts of infringement occurring at least as early as the respective compliance dates for each
11 patent.
12

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14 4. Plaintiff is the legal owner of the Patents-in-Suit, which were duly and legally
15 issued by the United States Patent and Trademark Office (“USPTO”). Plaintiff seeks injunctive
16 relief and monetary damages for Defendants’ unlawful activities.
17

18 JURISDICTION AND VENUE

19 5. This is a civil action arising under the patent laws of the United States, 35
20 U.S.C. § 1 et seq., and the Lanham Act, 15 U.S.C. § 1125(a)(1)(B), as well as common law,
21 including but not limited to unfair competition under state law, and tortious interference with
22 business relationships
23

24 6. This Court has subject matter jurisdiction over the matters asserted herein
25 under 28 U.S.C. §§ 1331, 1338(a), and supplemental jurisdiction pursuant to 28 U.S.C. §
26 1367(a), as the state law claims arise out of the same common nucleus of operative facts as the
27 federal patent and Lanham Act claims.
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1 7. Defendants are subject to this Court's personal jurisdiction. Defendants have
2 infringed the Patents-in-Suit in this District by, among other things, engaging in infringing
3 conduct within and directed at or from this District. For example, Defendants have
4 purposefully and voluntarily placed the infringing planking devices into the stream of
5 commerce with the expectation that these infringing products will be used in this District.
6 These infringing products are either being sold in this District or have either been sold and
7 used in this District, and, upon information and belief, are readily available for sale in the
8 future.
9

10 8. Venue is proper in the United States District Court of Connecticut pursuant to
11 28 U.S.C §§ 1391(b), 1391(c), and 1400(b) on information and belief that: (a) this is a judicial
12 district in which a substantial part of the events giving rise to the claims occurred, including
13 but not limited to the sale, distribution, and advertising of the infringing planking devices, and
14 a substantial part of the injury took place and continues to take place; and (b) Defendants are
15 subject to the Court's personal jurisdiction with respect to this action, as they have engaged in
16 infringing conduct within or directed at or from this District, and have purposefully and
17 voluntarily placed the infringing planking devices into the stream of commerce with the
18 expectation that these infringing products will be used in this District.
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21 9. Upon information and belief, Defendants Joybuy America and Joybuy Tech
22 are corporate subsidiaries of Joybuy, a Hong Kong business entity. Joybuy is affiliated with
23 JD.com, a Chinese e-commerce business listed on the NASDAQ stock exchange in New York,
24 New York under the ticker JD. Joybuy promotes its status as a prominent e-retailer in the
25 United States and has strong connections to this jurisdiction, evidenced by its numerous high-
26 profile agreements with American companies to expand its business operations throughout the
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1 country, utilizing a network of distribution facilities located throughout the United States,
2 including in areas that require the transportation of goods through Connecticut, which plays a
3 crucial role as a hub for the Northeast corridor and the United States as a whole, making it an
4 essential part of the Joybuy Defendants' distribution network.

5
6 10. Upon information and belief, Defendants Joybuy America and Joybuy Tech
7 are fully or substantially owned and controlled by Defendant Joybuy, which has intentionally
8 availed itself of this court's jurisdiction through the course of its business operations.

9
10 11. Upon information and belief, the Joybuy Defendants sell and ship products via
11 their various branded websites, as well as *Walmart.com*, nationwide throughout the U.S.A.,
12 including to the District of Connecticut.

13
14 12. Indeed, the Joybuy Defendants have previously and continuously availed
15 themselves of this jurisdiction, with the website *joybuy-us.com*, explicitly affiliated with
16 Joybuy America and featuring a variety of products marketed to consumers in the United
17 States, including in the District of Connecticut.

18
19 13. As to Defendant Walmart, they have significant physical and commercial ties
20 to this jurisdiction through their various retail stores located in the District of Connecticut.

21
22 14. Additionally, on information and belief Defendant Walmart also sells and
23 ships products via the affiliated website *Walmart.com* nationwide throughout the U.S.A.,
24 including to the District of Connecticut.

25
26 15. Upon information and belief, each of the Additional Defendants has been a
27 Walmart marketplace seller who has directly or indirectly infringed the Patents-in-Suit, as
28 detailed in Exhibits B, C, D, E, and/or F, specifically identifying the infringing product(s) sold
by each Defendant, in the District of Connecticut by, among other things, importing,

1 manufacturing, distributing, marketing, offering to sell and/or selling infringing products and
2 services in the United States, including in this district, through *Walmart.com*, or other online
3 marketplaces, and otherwise purposefully directing infringing activities to this district in
4 connection with the infringing planking devices covered by the Patents-in-Suit. For a complete
5 list of the Additional Defendants, *see* the “PARTIES” section of this Complaint.
6

7 **PARTIES**

8 16. Plaintiff is an individual residing in Connecticut.

9 17. Upon information and belief, Joybuy America advertises, distributes, and sells
10 products under various brand names, including “Joybuy Express,” “Joybuy America,” “Joybuy
11 Fashion,” and “Joybuy Selection” to consumers throughout the United States, including
12 consumers within this Court’s jurisdiction.
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14 18. Upon information and belief, Plaintiff alleges that Defendants Joybuy
15 America and Joybuy Tech are affiliated with Joybuy, a Hong Kong e-commerce business listed
16 on the NASDAQ stock exchange in New York, New York under the ticker JD.
17

18 19. Plaintiff is informed and believes and therefore alleges that Defendants
19 Joybuy America and Joybuy Tech are fully or substantially owned and controlled by Defendant
20 Joybuy.

21 20. Upon information and belief, Plaintiff alleges that Joybuy advertises,
22 distributes, and sells products under its own brand names, including “Joybuy,” to consumers
23 throughout the United States, including consumers within this Court’s jurisdiction.
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25 21. According to JD.com’s 2021 annual report (JD.com 2021 Annual Report),
26 Joybuy has a strategic relationship with Walmart in e-commerce and other ventures and counts
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1 Defendant Walmart as one its largest shareholders with an approximately 9.3% ownership
2 interest at the time.

3 **ADDITIONAL DEFENDANTS**

4 22. The Additional Defendants are Walmart marketplace sellers who have directly
5 or indirectly infringed one or more of the Patents-in-Suit in the District of Connecticut by,
6 among other things, importing, manufacturing, distributing, marketing, offering to sell, selling
7 infringing products or engaging in the practice of patented methods in the United States,
8 including in this district, through *Walmart.com*, other online marketplaces, and otherwise
9 purposefully directing infringing activities to this district in connection with the infringing
10 planking devices covered by one or more of the Patents-in-Suit.

11 23. The Additional Defendants include Defendant Centune Toon, Inc. (a.k.a.
12 CentuneToon Home), a Colorado corporation, Defendant Funny Bone Products, LLC, a
13 Florida limited liability company, Defendant HTPOIL HOLDING TRADE CO., LTD, a
14 Colorado business entity, Defendant Iaobao Limited (a.k.a. IAO Tech), a Colorado-formed
15 business entity, Defendant INNO PRODUCTS MALL, INC., a Colorado corporation,
16 Defendant JAYBALLY, INC., a Colorado corporation, KESLEN LLC, a California limited
17 liability company, Defendant New Shining Image LLC (a.k.a. NSI Deals), a New York limited
18 liability company, and Defendant Weichang Zhang of Wenchang Liuzuohu Shangmao
19 Youxiangongsi Ltd (a.k.a. Street Corner Co.), a Chinese business entity (collectively, the
20 “Additional Defendants”). They are included as Additional Defendants due to their infringing
21 activities on *Walmart.com* or other channels and upon information and belief that they may be
22 operating in coordination with other defendants, including the Joybuy Defendants, based on
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1 their shared strategy of offering infringing products at similar times or otherwise acting as alter
2 egos.

3 24. Upon information and belief and as further explained below, the Joybuy
4 Defendants have been or are acting in coordination with certain of the Additional Defendants,
5 including but not limited to Centune Toon, Inc. (a.k.a. CentuneToon Home), and other parties
6 that Defendant Joybuy exercises control over or has a close business relationship with, and are
7 otherwise liable for relief related to or arising out of the same transaction, occurrence, or series
8 of transactions or occurrences related to the making, using, importing into the United States,
9 offering for sale, selling infringing planking products or engaging in the practice of patented
10 methods in this District.

11 25. Upon information and belief, Plaintiff alleges that there may be additional
12 entities involved in the infringement of the Patents-in-Suit, including peripheral sellers with a
13 connection to Defendant Joybuy and/or Walmart. Plaintiff alleges that these entities may be
14 related or affiliated with Defendant Joybuy or Walmart, or may be acting in coordination with
15 them. Plaintiff reserves the right to amend this Complaint to assert that Joybuy is the alter ego
16 of specific Additional Defendants and therefore hold the Joybuy Defendants or Defendant
17 Walmart liable for their actions or include any additional defendants or theories of liability that
18 may be discovered through the course of discovery.

19 **ALTER EGO LIABILITY AS TO THE JOYBUY DEFENDANTS AND OTHERS**

20 26. Upon information and belief, during the period relevant to this Complaint,
21 there existed a unity of interest or other close business relationship between Defendants Joybuy
22 America, Joybuy Tech, certain of the Additional Defendants, and other affiliated entities
23 involved in the infringement of the Patents-in-Suit, on the one hand, and Defendant Joybuy.
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1 27. Upon information and belief, Joybuy America and Joybuy Tech are the alter
2 egos of Joybuy, in that Joybuy America and Joybuy Tech were established and used by Joybuy
3 to carry out its business, while Joybuy maintained complete control and dominance over
4 Joybuy America and Joybuy Tech, including their business operations and assets, to such an
5 extent that Joybuy America and Joybuy Tech were mere shells, instrumentalities, and conduits
6 through which Joybuy conducted business, with no real separateness or individuality between
7 them.
8

9 28. Upon information and belief, Joybuy America and Joybuy Tech may have
10 been inadequately capitalized during the period relevant to this Complaint, such that their
11 capitalizations were potentially illusory and trifling.
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13 29. During the period relevant to this Complaint, the Joybuy Defendants used
14 substantially similar branding and logos as Joybuy, and shared nearly identical websites and
15 email addresses. Specifically, on *Walmart.com*, Joybuy America and Joybuy used non-
16 differentiated branding and identical logos.
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18 30. Upon information and belief, during the period relevant to this Complaint, the
19 Joybuy Defendants shared employees.
20

21 31. Joybuy America and Joybuy Tech, during the period relevant to this
22 Complaint, shared the same physical address for their business operations, located at 675 E
23 Middlefield Rd, Mountain View, California 94043.
24

25 32. During the time period relevant to this Complaint, Joybuy America and
26 Joybuy Tech both listed Nani Wang as CEO, CFO, and Secretary in their filings with the
27 California Secretary of State and that Ms. Wang was listed as located at the aforementioned
28 Mountain View address in filings for both of the aforementioned Defendants.

1 33. During the time period relevant to this Complaint, Joybuy America and
2 Joybuy Tech shared the same registered agent for service of process.

3 34. During the relevant period of this Complaint, it appears that Joybuy America
4 and Joybuy Tech shared the same office space, employees, executives, and branding, which
5 may suggest a lack of independence and an absence of an arms-length relationship among the
6 Joybuy Defendants
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8 35. Adherence to the fiction of the separate existence of the Joybuy Defendants
9 would permit an abuse of the corporate privilege and would sanction malfeasance, promote
10 injustice, and otherwise aid in the commission of unlawful conduct. This is true because, as
11 Plaintiff is informed and believe, at all relevant times, Joybuy America and Joybuy Tech
12 operated as mere instrumentalities of Joybuy, with little or no genuine independence or
13 separate corporate governance. The shared office space, employees, executives, and branding
14 between the aforementioned entities further indicate a systematic and persistent failure to
15 maintain an arm's length relationship between the Joybuy Defendants, perpetuating the fraud
16 and injustice committed against Plaintiff.
17

18 36. Additionally, upon information and belief, based on information and belief,
19 Joybuy had other corporate subsidiaries or affiliated entities during the relevant period covered
20 by this Complaint, whose identities and potential roles in the Joybuy Defendants' infringement
21 of the Patents-in-Suit and other actions described herein have not been ascertained yet.
22

23 37. Upon information and belief, additional alter ego corporate subsidiaries,
24 including Jingdong Logistics United States Company, may be involved in the infringement of
25 the Patents-in-Suit and other actions described herein, as they share common officers,
26 locations, and agents for service of process with Joybuy America and Joybuy Tech.
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1 38. Plaintiff reserves the right to amend this Complaint to include any additional
2 alter ego corporate subsidiaries whose identities, actions, and roles in the Joybuy Defendants'
3 infringement of the Patents-in-Suit and other actions described herein are discovered.
4

5 **PLAINTIFF AND HIS PATENTS**

6 39. Plaintiff is the inventor and owner of several patents related to exercise
7 equipment, including the Patents-in-Suit, true and correct copies of which are attached hereto
8 as Exhibit A.

9 40. Plaintiff released his patented exercise equipment, the ABMILL Plank
10 Trainer, in late 2018. The product features arm pads and hand grips on an adjustable frame,
11 designed to enhance the effectiveness of traditional plank exercises and provide leverage to do
12 many planking variations with increased comfort and stability.
13

14 41. The ABMILL Plank Trainer has been made available for purchase through
15 various online channels, including but not limited to Plaintiff's website and Amazon.
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17 **JOYBUY DEFENDANTS' ACTS GIVING RISE TO THIS ACTION**

18 42. Upon information and belief, the Joybuy Defendants are in the business of
19 commercially manufacturing, selling, distributing, and displaying a variety of items via e-
20 commerce channels, including fitness equipment.
21

22 43. Upon information and belief, the Joybuy Defendants sell products through
23 both first party channels, such as their own websites, as well as through third party e-commerce
24 sites including *Walmart.com* and are among the top sellers on *Walmart.com*'s marketplace,
25 maintaining product listings in the tens of thousands across a variety of brands in their
26 portfolio.
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1 44. In 2022, Plaintiff conducted a Google search for the term “plank trainer” and
2 discovered a substantial number of infringing activities involving his patented ABMILL Plank
3 Trainer and the Patents-in-Suit. The search results showed a multitude of infringing products
4 that replicated the ABMILL Plank Trainer in its entirety or included every element of at least
5 one independent claim from the Patents-in-Suit. This proliferation of infringing products was
6 particularly concerning for Plaintiff, as his product was struggling to gain recognition at the
7 time.
8

9 45. The initial search results led to *Walmart.com*, where Plaintiff discovered
10 numerous infringing product listings which appeared to be sold by a variety of sellers under
11 obscure brand names such as “Geruite,” “iPretty,” “TAONMEISU,” “Zochlon,” and “PWtool,”
12 to name a few, whose business names were often long strings of letters with no spaces in
13 Pinyin Chinese, presenting an especially daunting challenge for Plaintiff to assert his patent
14 rights due to the vast proliferation of infringing products, the apparent number of diverse
15 players involved, and the difficulty in tracking down responsible parties.
16

17 46. Plaintiff believed Walmart’s online reporting form located at
18 <https://brandportal.Walmart.com/ipservices> could help solve the problem, and began using it
19 on September 24, 2022, hopeful that diligent use of this tool would be effective in curbing such
20 activities.
21

22 47. On September 24, 2022, Plaintiff sent an email request to Walmart for
23 additional assistance with the unusually high number of infringing listings that had been
24 discovered and applied to register on Walmart’s Brand Portal to facilitate the reporting process.
25 However, despite the email request, Plaintiff received no response, and Walmart rejected the
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1 application, obscurely citing inability to verify the information provided. Therefore, Plaintiff
2 continued utilizing the online reporting form, which did not require registration.

3 48. During the initial reporting phase that lasted several weeks, Plaintiff submitted
4 approximately 260 reports using the tool. As of March 24, 2023, the total number of reports
5 submitted had exceeded 1,000. As of April 30, 2023, there are at least 58 listings for infringing
6 planking devices on *Walmart.com*, including at least 50 attributable to the Joybuy Defendants.
7 These listings are for products substantially identical to Infringing Devices 2, 4 and 8 (as
8 described in the Exhibit B), Infringing Devices 10 and 11 (as described in Exhibit C), and
9 Infringing Devices 12 and 13 (as described in the Exhibits E), as well as to listings that were
10 previously reported and removed by Walmart's Trust and Safety team.

11 49. In response to Plaintiff's repeated reporting of infringing product listings,
12 Walmart sent takedown notification emails, which were largely standardized, acknowledging
13 its commitment to respecting intellectual property rights and removing reported listings.
14 However, in the case of at least approximately 60 listings, substantially identical to others that
15 were unpublished, Walmart suggested that Plaintiff contact the sellers directly to resolve the
16 matter instead of removing them.

17 50. Upon further review of the listings that Walmart advised Plaintiff could be
18 resolved directly with the seller, Plaintiff discovered that the many of the listings were sold by
19 the Joybuy Defendants, while some other sellers listed under obscure business names also
20 appeared to have benefitted from Walmart's decision not to unpublish their listings.

21 51. When Plaintiff contacted some of these sellers directly, he found that they
22 were either unresponsive or not truthful in their communications with Plaintiff, or their email
23 contact information was invalid. For example, on September 30, 2022, Plaintiff sent a cease-
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1 and-desist letter to the contact email address listed on Joybuy America’s official site,
2 <https://www.joybuy-us.com>, which was *service-us@jd.com*; however, the email bounced back
3 to Plaintiff, indicating that the email address may have been invalid or inactive at the time.
4 Plaintiff also attempted to contact JD.com, Joybuy’s parent company, through various email
5 addresses found through internet research, including *service@jd.com*, *worldwide@jd.com*,
6 *ir@jd.com*, and *press@jd.com*, but did not receive a response.

8 52. From September 24 through December 17, 2022, Walmart removed only a
9 small number of infringing products that were acknowledged as being sold by the Joybuy
10 Defendants (e.g., product ID # 1100845674, 1724086171), with more removals to follow.

12 53. As of March 24, 2023, Walmart had removed approximately 90 infringing
13 product listings in which either Joybuy or Joybuy America was identified as the “Sold and
14 shipped by” seller or otherwise to be responsible party.

15 54. However, the actual number of infringing listings attributable to the Joybuy
16 Defendants may be greater, and the number removed by Walmart is uncertain due in part to
17 certain limitations in its reporting process. For instance, many out-of-stock items have no
18 consumer-facing seller associated with them, and it is unclear whether a Joybuy Defendant or
19 someone else was the seller. In some cases, the disposition or provenance of the products was
20 never disclosed by Walmart. Additionally, Walmart’s takedown notification emails provided
21 product numbers and parties responsible for them in unmatched groupings, making it difficult
22 to accurately track and identify infringing products and the responsible parties.

25 55. Even after being taken down, the presence of a large number of illicit listings
26 on a platform can cause lasting damage due to factors such as sponsored ads and persistent
27 caching by search engines, which can continue to display links or removed web pages. As a
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1 result, infringing listings can have a prolonged digital footprint that leads consumers to find
2 illicit products on other channels, despite their removal from Walmart's Marketplace.
3 Furthermore, the one-time visibility of such listings can reinforce the illicit products, as they
4 carry the imprimatur of Walmart's well-known brand and reach, weakening the Plaintiff's
5 ability to establish a market for his own products, eroding trust in Plaintiff's product and
6 diminishing its appeal as a viable alternative in a crowded marketplace dominated by generic-
7 seeming alternatives.
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9 56. On or about January 5, 2023, through counsel retained for the purpose,
10 Plaintiff sent a certified mail and email infringement notice to Walmart describing the problem
11 with email follow-up. Walmart responded to the communication through different legal
12 representatives on January 11 and January 17, 2023, directing Plaintiff to use their online
13 reporting form for intellectual property claims.
14

15 57. Walmart routinely provided details on the responsible seller for specific
16 products in their takedown notifications. In a notification regarding Joybuy products on
17 January 2, 2023, Walmart identified its own representative, Megan Gamble, as the point of
18 contact for Joybuy's *Walmart.com* intellectual property infringement issues. This was not an
19 isolated event, as in a March 2, 2023 email regarding other products, Gamble was once again
20 the primary point of contact for issues relating to Joybuy's intellectual property compliance,
21 indicating her ongoing responsibility for addressing these issues for Joybuy.
22

23 58. In early March 2023, Joybuy continuously relisted an infringing planking
24 device under different brand names simultaneously, despite it having been removed multiple
25 times in the past. This pattern of behavior had also been, and continues to be, observed with
26 other infringing products in their inventory. Despite repeated alerts to Walmart, no proactive
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1 steps were taken to address the ongoing patent violations, exacerbating the ongoing patent
2 violations. On March 4 and 6, 2023, Plaintiff reached out to Joybuy to seek a resolution.

3 59. In emails to the responsible parties designated by Walmart, including Gamble
4 at the email address provided, *megan.gamble@walmart.com*, Plaintiff requested cooperation in
5 stopping the flagrant infringing activity. Plaintiff informed Joybuy's designated individuals
6 that the assertion of the Patents-in-Suit had resulted in removal of all of its products previously
7 offered and that it should announce its intentions within this product category to avoid
8 potential future infringement. Despite Walmart designating Gamble as the primary point of
9 contact and the only named representative for Joybuy's intellectual property compliance in the
10 relevant emails, Plaintiff received no response to his correspondence, and Joybuy's infringing
11 activities did not abate.
12

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14 60. Joybuy's flagrant and ongoing infringement activities not only caused
15 significant harm to Plaintiff's intellectual property rights but also contributed to the widespread
16 degradation of the value of his valid intellectual property, making it appear unremarkable in the
17 marketplace. Taking advantage of Walmart's system delay and lack of proactive measures,
18 Joybuy infused the market with infringing products, including multiple copies of the same
19 product under different brand names, with little consequence, further contributing to the
20 confusion and erosion of Plaintiff's intellectual property rights.
21

22 61. Walmart treated each infringing product as a separate issue rather than
23 consistently removing all similar infringing items. Joybuy repeatedly took advantage of this by
24 listing multiple copies of, for example, Infringing Device 11 (as described in Exhibit D) with
25 different brand names, such as "zppruwe," "Willy," "Sehao," "ociviesr," "ForestYashe," and
26 others, resulting in excessively rampant infringement. Despite numerous reports and notices of
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1 infringement, and Walmart's ability to monitor and remove infringing listings, Joybuy
2 continued to persist in its strategy, including maintaining nine duplicate listings of the
3 infringing device under various names such as "cuitcosohg" and "YCLKVG" as of April 30,
4 2023. This is just one example of Joybuy's strategy of listing multiple identical infringing
5 products under different brand names, or even the same brand, which is evident in many
6 infringing planking devices currently listed in Walmart's Marketplace, where multiple
7 duplicates only serve to clutter the marketplace with indistinguishable and infringing products.

8
9 62. The Joybuy Defendants are known to be major players in the distribution of
10 products generally implementing a system of utilizing a system of smaller vendors or affiliated
11 suppliers to distribute products.
12

13 63. It is believed that the large-scale proliferation of infringing products, such as
14 those witnessed in this case, is the result of active encouragement from actual manufacturers or
15 larger sellers who use a network of smaller vendors or conduits to distribute the infringing
16 products, and this infringement shielding strategy has been used by vendors on *Walmart.com*,
17 including those selling infringing planking devices.
18

19 64. Smaller vendors or entities with alter ego names can be set up efficiently by
20 those with knowledge of overseas company formation, taking advantage of anonymity,
21 geographical distance, language barriers, and the difficulties in enforcing intellectual property
22 rights across jurisdictions, to shield the main infringer from liability, as the smaller entities can
23 simply disappear or reform when confronted with infringement allegations.
24

25 65. Entities identified by Walmart as the sellers responsible for infringing
26 planking devices often have a limited digital presence consisting mainly of their *Walmart.com*
27 seller profile and a few instances where they were named as defendants in intellectual property
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1 infringement cases. This suggests that these entities may have restructured or ceased operations
2 in response to previous infringement allegations.

3 66. For instance, vendors of infringing planking devices such as Shenzhenshi
4 Bosite Maoyiyouxiangongsi (a.k.a. Bring good luck) and Shenzhenshi Keruiheng
5 MaoyiYouxiangongsi have online presences that primarily showcase their involvement in
6 intellectual property litigation, their *Walmart.com* seller profile, or apparent ties to brands in
7 Joybuy's brand portfolio, such as "Casinow," "Geruite" and "Ksruee." The fact that these
8 entities are permitted to become *Walmart.com* sellers despite having no legitimate identity or
9 significant digital presence complicates the task of asserting patent rights against infringing
10 sellers, as these entities may prove difficult to locate or may be effectively judgment-proof.

11 67. Joybuy is connected to other infringing entities through individuals serving as
12 corporate representatives for multiple companies, both domestic and overseas, according to
13 available information. Meifang Wu, who is associated with at least two infringing companies,
14 Shenzhen Chuang Shi Tong Technology Co., Ltd (a.k.a. Creativion of happiness) and
15 Defendant Centune Toon, Inc. (a.k.a. CentuneToon Home), is one such individual. Walmart
16 explicitly named Wu as a point of contact for Shenzhen Chuang Shi Tong Technology Co., Ltd
17 (a.k.a. Creativion of happiness), and in public filings she is listed as the registered agent for
18 Centune Toon, Inc. (a.k.a. CentuneToon Home). Joybuy is directly linked to Centune Toon,
19 Inc. (a.k.a. CentuneToon Home), which appears to have minimal corporate identity apart from
20 Joybuy since, as of May 2, 2023, Joybuy was the only seller of products bearing the
21 "CENTUNE TOON" brand on *Walmart.com*. Joybuy and Shenzhen Chuang Shi Tong
22 Technology Co., Ltd (a.k.a. Creativion of happiness) are at least indirectly linked through their
23 shared association with Wu and offering identical product numbers in Walmart's seller
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1 database. They are also the only two sellers currently offering Infringing Device 12 (as
2 described in Exhibit E) with product ID #1477513830 / 174881074, which further indicates a
3 possible connection. However, Walmart misrepresented these entities as distinct and separate
4 and failed to disclose Wu's ties to Centune Toon, Inc. (a.k.a. CentuneToon Home) and Joybuy,
5 which highlights Walmart's misleading handling of infringing parties on its platform.
6

7 68. Building on the previously mentioned association between infringing entities
8 and Joybuy, these entities often listed identical infringing products concurrently and under
9 brands within Joybuy's brand portfolio. In addition, metadata generated by Walmart's
10 categorization and search criteria frequently associate these entities with Joybuy, as revealed
11 by *Walmart.com* searches, suggesting a closer relationship than initially portrayed.
12

13 Additionally, Walmart's seller database revealed that certain vendors were tied to Joybuy as
14 the only sellers offering specific infringing planking devices, but did not offer such devices
15 independently from Joybuy.

16 69. Walmart's connection to infringing entities became apparent after Plaintiff
17 reviewed raw search results that revealed cached versions of pages from *Walmart.com*. These
18 pages bypassed the search engine's standard metadata curation and displayed *Walmart.com*
19 listings, including a variety of different consumer goods offered at some point in time by
20 entities identified by Walmart as having directly sold infringing plank training devices. Despite
21 previous listings showing products as "Sold and shipped" by a particular infringing entity, the
22 current active page displayed Joybuy or Joybuy America as the seller. The fact that a Joybuy
23 Defendant was listed as the seller on current pages for consumer goods previously sold by
24 infringing entities indicates a clear connection between them. Further, this observation was
25 repeatedly borne out, including but not limited to in reference to Iaobao Limited, Shenzhen Shi
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1 Yungang Maoyi Youxiangongsi, and Shenzhenshi Wanwei Weilaikeji Youxiangongsi (a.k.a.
2 Most satisfied), three entities that have been linked to the Joybuy Defendants and are discussed
3 in further detail later in this complaint.

4 70. It is unmistakable that infringing products associated with Joybuy have been
5 sold on *Walmart.com*, as confirmed by Walmart's own database and product reporting tool,
6 and that brand names within Joybuy's brand portfolio have been used for listing substantially
7 identical infringing planking devices.

8 71. The Joybuy Defendants have capitalized on their relationship with Walmart to
9 sell infringing products on a large scale, in an arrangement that has allowed them to unfairly
10 compete with American businesses, causing harm to American consumers, inventors,
11 businesses alike, including Plaintiff.

12 72. The issue of infringement on *Walmart.com* is widespread with multiple
13 storefronts, and the full extent of their infringement activities across other platforms and
14 distribution channels remains to be determined. With the flaws in Walmart's removal process
15 allowing the repeated relisting of infringing products by Joybuy and others, infringing planking
16 devices have remained persistently present on *Walmart.com* since their discovery by Plaintiff.

17 73. While multiple entities have been found to infringe on Plaintiff's patents via
18 *Walmart.com* and other platforms, Joybuy stands out as the sole offender that has actively used
19 its expertise in Chinese company formation and access to inexpensive goods to conduct a
20 widespread and audacious infringement campaign. Joybuy has formed US-based companies to
21 exploit America's strong corporate protections and benefits, while undermining the system of
22 innovation and fair competition that these protections are intended to foster. Joybuy's
23 persistent sale of infringing products has had a detrimental impact on American parties,
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1 including Plaintiff, whose ability to conduct business and protect his intellectual property has
2 been impaired as a result of the company's illicit conduct.

3 **WALMART'S ACTS GIVING RISE TO THIS ACTION**

4 74. Plaintiff incorporates by reference each and every allegation in the preceding
5 paragraphs.
6

7 75. As the operator and controller of *Walmart.com*, its e-commerce and retail
8 platform for various goods, Walmart exercises complete control over the vendors and products
9 authorized to sell on its platform, effectively acting as the gatekeeper and regulator of the
10 marketplace.
11

12 76. All listings on *Walmart.com* are subject to Walmart's discretion and approval.

13 77. Walmart's actions demonstrate a pattern of bad faith conduct, willful
14 blindness, and enabling behavior in facilitating Joybuy's and others' ongoing and persistent
15 strategy of stealing intellectual property at the expense of Plaintiff's hard-earned innovations
16 and rights.
17

18 78. Given Walmart's prominent position as an online retailer with significant
19 experience in intellectual property infringement issues, it is reasonable to infer that Walmart
20 was aware of the strategy employed by infringers to use shell companies and interconnected
21 entities to evade detection and conduct large-scale infringement, and how the lack of honest
22 and transparent information about these interconnections is the cornerstone by which infringers
23 execute their strategy.
24

25 79. Walmart asserts that it is not liable for infringing acts of third-party sellers on
26 its platform in part because they list their goods on *Walmart.com* independent of Walmart's
27 control or influence.
28

1 80. However, while Walmart is not directly responsible for the actions of third-
2 party sellers, it does have a legal obligation, despite its hesitancy to meet it, to take reasonable
3 steps to prevent infringing products from being listed or sold on its platform, and it has been
4 entirely free to do so.

5
6 81. In addition, Walmart cannot credibly claim to be an independent operator of
7 the marketplace in this case, given its direct sale of infringing planking devices, as will be
8 described in the following paragraphs, and its unique relationship with Joybuy as a top seller
9 on the platform and a subsidiary of Walmart's partner company.

10 82. Throughout this case, evidence suggests that Walmart engaged in a pattern of
11 leveraging its intellectual property reporting process to obtain favorable outcomes for select
12 sellers while allowing others to continue selling infringing products with minimal
13 consequences. This behavior enabled Joybuy and others to engage in widespread infringement,
14 causing significant harm to the intellectual property rights of numerous inventors and
15 businesses, including Plaintiff's in this case. Despite the appearance of being a responsible
16 corporate citizen, Walmart's actions were disingenuous, creating decoys and straw figures to
17 deflect blame and evade responsibility for its role in facilitating this infringement.
18

19
20 83. As previously mentioned and to be discussed in greater detail below, Walmart
21 participated in Joybuy's infringement issues by appointing an internal team member to handle
22 concerns about Joybuy's intellectual property compliance and disseminating misleading
23 information about the nature of Joybuy's business relationships. By delegating responsibility to
24 its own employee and spreading misinformation supplied by the Joybuy Defendants or their
25 affiliates, Walmart enabled and abetted their large-scale infringement activities, hindering
26 Plaintiff's ability to protect his intellectual property rights.
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1 84. From the first reports of infringement in September 2022 through early May
2 2023, Walmart acted unreasonably to retain certain infringing listings despite removing
3 substantially identical reported products from other sellers. In addition, Walmart did not
4 comply with fundamental intellectual property requirements, exemplified by its decision to
5 allow Joybuy's products to remain visibly "out of stock," including one such product (product
6 ID #1138468103) that is still displayed on the *Walmart.com* marketplace, apparently
7 mistakenly believing that merely removing a Joybuy or Joybuy America as the seller would
8 suffice as an adequate solution.
9

10 85. In allowing favored sellers to operate outside of standard enforcement
11 measures, Walmart cited their agreement with Marketplace Sellers as justification for the
12 selective enforcement of its policies. In these cases, Walmart required Plaintiff to resolve
13 patent claims directly with these favored sellers without transparency or explanation as to what
14 made these products or sellers exempt from standard enforcement measures, violating its duty
15 to maintain a fair and equitable platform. As a result, Walmart facilitated a culture of leniency
16 for favored sellers, including the Joybuy Defendants, and enabled prolonged and willful
17 infringement, leaving Plaintiff at the mercy of infringers who Walmart should have known
18 were unresponsive to the assertion of intellectual property rights.
19
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21 86. During the period of March 10 to March 16, 2023, Walmart's gross
22 negligence towards its Marketplace and disregard for the enforcement of intellectual property
23 rights resulted in a devastating blow to Plaintiff's patent rights, underscoring an ongoing lack
24 of effective measures to prevent such activity. In that short span of time, over 450 new listings
25 featuring devices that infringe on Claim 19 of the '245 Patent were rapidly introduced on
26 *Walmart.com*, including but not limited to Infringing Devices 2, 4 and 6 (as described in
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1 Exhibit B). These listings were not only substantially identical, but also featured identical
2 product images and descriptions. While a significant number of listings initially showed as
3 “out of stock,” making them harder to trace, the same small group of sellers, including but not
4 limited to Defendant Wenchang Liuzuohu Shangmao Youxian Gongsi (a.k.a Street Corner Co.,
5 Ltd.), Anqing Dingwen Shangmao Youxiangongsi (a.k.a Wonderful Store), Xiangyang
6 Shixujun Shangmao Youxiangongsi (a.k.a. A Delicate Store), Haikou Hanzhi Shangmao
7 Youxian Gongsi(a.k.a. First Choice for You), and Shanghai Saman Shangmao Youxiangongsi
8 (a.k.a. Unbeatable Sale Store), were responsible for both the active and out-of-stock listings.
9 Breaking down the numbers, Street Corner Co., Ltd. and Wonderful Store alone were
10 responsible for approximately 243 and 146 of the infringing listings, respectively. These
11 excessive listings, featuring substantially identical infringing products, were launched in an
12 effort to flood the market with infringing products, indicating a deliberate attempt to
13 undermine the Plaintiff’s patent rights and disrupt his business.
14

15
16 87. It is reasonable to infer that the sellers, actively engaged in uploading listings
17 during this time period, acted in coordination. Based on Joybuy’s ongoing use of certain brand
18 names likely originating with certain of these sellers, such as the “Dingwens” brand,¹ as well as
19 other evidence, it cannot be ruled out that Joybuy may have played a role in the combined
20 effort. Furthermore, Walmart was aware of the interrelatedness of the sellers involved, as
21 evidenced by the fact that it identified multiple sellers with a shared point of contact, indicating
22 a coordinated effort. For example, in a March 21, 2023 email, a Chinese national named
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27 ¹ The brand name “Dingwens” is likely derived from the founder’s name of Anqing *Dingwen* Shangmao
28 Youxiangongsi (a.k.a. Wonderful Store) as it is a word without common usage or geographical reference that
appears in the Pinyin transliteration of the company’s name (emphasis added). As of May 2, 2023, Joybuy was the
exclusive seller of the “Dingwens” brand on *Walmart.com*, with Joybuy selling the only such product on the site
(product ID 1313143027).

1 Weichang Zhang was listed as the contact for both Wenchang Liuzuohu Shangmao Youxian
2 Gongsi (a.k.a Street Corner Co., Ltd.) and Shuang Jue Teng Shang Mao, providing evidence of
3 a coordinated effort between the two sellers.

4 88. Shockingly, despite Plaintiff's repeated written notices seeking assistance
5 from Walmart during this accelerated infringement, Walmart failed to respond with any
6 meaningful action until it eventually sent generic takedown notices with disposable email
7 addresses and unattended phone numbers for the sellers. Despite this action, the damages to
8 Plaintiff's rights are significant and long-lasting.

9 89. As mentioned previously, regardless of removal, infringing listings can
10 continue to have a long-lasting impact through sponsored ads displaying the product image and
11 information, promoting the infringing product regardless of whether they lead to a current
12 listing on the Marketplace or not. This undermines Plaintiff's ability to establish a market for
13 his product and secure partnerships with legitimate retailers and distributors.

14 90. When Plaintiff requested more substantial seller contact information from
15 Walmart, Walmart's response was inadequate, merely reminding Plaintiff that the listings had
16 been removed and providing the same insufficient contact information as before, leaving
17 Plaintiff with no other choice but to take legal action to protect his rights.

18 91. Walmart's inadequate responses and piecemeal approach to addressing the
19 infringement on its platform, providing only short-lived respites, with no meaningful redress
20 offered, and little assurance that similar infringement will not occur again in the future, has
21 resulted in irreparable harm to Plaintiff's ability to establish a foothold in the market for the
22 products that he envisioned, created and patented.

1 92. As Walmart routinely provided contact information for both sellers and rights
2 holders, it indicated a recognition of its responsibility to address issues related to infringement.
3 By facilitating communication through its dedicated Trust & Safety team, Walmart creates an
4 expectation of accountability and enforcement for both infringers and rights holders,
5 potentially influencing their behavior.
6

7 93. In an extraordinary move, Walmart designated its own representative, Megan
8 Gamble, as the primary point of contact for Joybuy's intellectual property infringement
9 concerns, in direct contrast to its regular practice of providing only third parties in seller
10 contact information. This clearly demonstrated Gamble's role in addressing Joybuy's
11 infringement issues and Walmart's direct involvement in those actions.
12

13 94. As mentioned, Plaintiff sent two separate notices of infringement to Gamble
14 and other parties on March 4 and March 6, 2023, respectively, regarding Joybuy's flagrant and
15 persistent infringement practices. However, despite these efforts, no response was received
16 from Gamble or the other parties, and the infringement continued without any
17 acknowledgement from Walmart or Joybuy. Walmart's failure to take any meaningful
18 preventative measures against infringement, despite being aware of Joybuy's infringing
19 activities through its own designated representative, demonstrates a willful disregard for
20 Plaintiff's intellectual property rights.
21

22 95. Between September 30, 2022 and February 7, 2023, Walmart denied Plaintiff
23 registered access to its Brand Portal reporting tool, which impeded Plaintiff's ability to fully
24 comprehend the extent of infringement on the Walmart platform. The Brand Portal allows
25 users to identify sellers connected to a reported URL by accessing its seller information
26 database.
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1 96. Despite Plaintiff's repeated requests for clarification, Walmart's responses
2 were unhelpful and vague, leaving Plaintiff to rely on Walmart's unregistered IP submission
3 form, which lacked the capacity to identify multiple sellers for a single product, and takedown
4 notification emails, which contained confusing, incomplete, or inaccurate information. This
5 restricted Plaintiff's ability to effectively address infringement on the platform.
6

7 97. Walmart has taken an active role in mishandling dubious information in
8 support of its sellers, under the guise of promoting the integrity and safety of its platform.
9 Despite having information about connections between related entities selling on its platform,
10 Walmart gave inconsistent information and ignored the crucial implications these connections
11 had on the legitimacy of these entities' business activities. These actions served to create a
12 misleading impression that these entities were not part of a larger network or under affiliated
13 control. Furthermore, Walmart assisted Joybuy in obscuring associations between it and
14 purported peripheral sellers, allowing these lesser-known infringers to absorb the consequences
15 of removal from the Marketplace or lawsuits while leaving Joybuy relatively unscathed.
16

17 98. Joybuy's dominant influence over certain brands in its portfolio has led to a
18 strong indication that other sellers dealing in such brands would only do so through an
19 arrangement or encouragement by the company. For example, as of April 5, 2023, Joybuy had
20 exclusive control over approximately 400 active product listings for the "iPretty" brand on
21 *Walmart.com*, suggesting that other entities that wanted to sell products under the same brand
22 would need to have some sort of relationship with Joybuy. Nevertheless, Shenzhenshi Wanwei
23 Weilaikeji Youxiangongsi (a.k.a. Most satisfied) sold multiple infringing plank trainers under
24 the brand but was represented to be an entirely separate entity. Many entities involved in
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1 selling infringing planking devices have shown similar ties to Joybuy, despite Walmart's
2 failure to disclose or accurately represent their connections.

3 99. Consistent with the trend of concealing affiliations, many alleged peripheral
4 sellers have disappeared, making their online presence nearly undetectable. However, through
5 an investigation of Walmart's metadata for product categorization and criteria matching,
6 Plaintiff uncovered a clear pattern. Using *Walmart.com*'s search feature, Plaintiff conducted
7 searches for certain infringing sellers represented as separate from Joybuy, yet consistently
8 found that all the listings that appeared in the search results belonged exclusively to Joybuy.
9 This indicates that Walmart's search algorithm strongly associated Joybuy with those
10 purportedly separate sellers, which no longer had any presence on the site other than through
11 their ties to Joybuy, directly contradicting Walmart's representations of disconnection and
12 indicating a potentially deliberate effort to obscure Joybuy's role in infringing activity.
13

14 100. One explanation for the association between Joybuy and the peripheral sellers
15 is that Walmart's back-end metadata system is linking the entities based on similarities in
16 product descriptions, titles, and other data points, including pre-established associations. It is
17 also possible that Joybuy has taken over the role of seller for certain infringing products
18 formerly sold by peripheral sellers. Regardless of the specific reasons, Walmart's search
19 algorithm has led to a noticeable correlation between Joybuy and peripheral sellers on its
20 platform.
21

22 101. As previously discussed in paragraph 69, Joybuy's connection to certain
23 peripheral sellers can also be discerned by bypassing a search engine's standard metadata
24 filtering mechanism in order to cross-reference current Joybuy listings with previously
25 archived listings from peripheral sellers, which are only accessible in unrefined search results
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1 and share matching product ID numbers. This cross-referencing provides clear evidence of
2 Joybuy's control over the former listings of peripheral sellers, some of whom have also been
3 identified in Walmart's infringement reports for selling infringing products. The observed
4 correlation between Joybuy and these peripheral sellers strongly suggests Joybuy's
5 involvement in their listing activities, including those related to infringing planking devices.
6
7 Shenzhenshi Wanwei Weilaikeji Youxiangongsi (a.k.a. Most satisfied) is one example of an
8 entity whose ties to Joybuy were brought to light through a process of cross-referencing
9 archived product listings without metadata filtering. Other specific examples will be discussed
10 in the following paragraphs, including Iaobao Limited and Shenzhen Shi Yungang Maoyi
11 Youxiangongsi.
12

13 102. Furthermore, the correlation between Joybuy and peripheral sellers on
14 Walmart's platform extends beyond search algorithms. Analysis of Walmart's own internal
15 seller database, accessed by its product reporting tool, revealed that Joybuy and purportedly
16 unrelated entities are also linked together by their sales data and seller accounts. When
17 comparing data for a variety of consumer goods from brands in Joybuy's brand portfolio, it
18 was discovered that product listings could be displayed as "Sold and shipped by Joybuy" on
19 the consumer-facing side, while the back-end seller was instead identified as one of the
20 purported peripheral sellers, indicating a unity of interest between the entities. For example, a
21 screenshot captured on or about March 31, 2023, documented this phenomenon with respect to
22 a product sold by formerly frequent Joybuy co-seller Shenzhenshi Xiaodahuan Maoyi
23 Youxiangongsi (a.k.a. Nice tryy), suggesting that Joybuy has had greater control over other
24 infringing sellers than either Joybuy or Walmart has previously acknowledged. In addition, it
25 appears that Walmart has recently consolidated Joybuy as the primary seller of numerous
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1 consumer goods that were previously co-sold by known infringing entities, as evidenced by
2 Joybuy's recent consolidation of back-end sellers under its name.

3 103. Walmart's own takedown emails repeatedly revealed a pattern of known
4 infringers being allowed to resurface under intertwined corporate identities to continue their
5 activities with minimal consequences, as some individuals have been listed multiple times
6 under different names and fictitious emails or phone numbers.

7
8 104. One specific example of this occurred with an individual named Ying Zhang,
9 whose handling by Walmart began in early October 2022. Walmart identified Zhang as the
10 representative of IAO Tech in a March 21, 2023 email, but did not make it clear that this entity
11 had previously been referred to as Iaobao Limited, a Colorado-based business entity implicated
12 in several of Plaintiff's initial infringement reports. Walmart also declined to provide a
13 working email address for Iaobao Limited. Zhang was later identified as the representative of
14 Shenzhen Shi Yungang Maoyi Youxiangongsi in an email from Walmart dated October 13,
15 indicating a relationship between the two entities despite Walmart's initial representation
16 otherwise.
17

18
19 105. A forensic analysis of search results for Iaobao Limited and Shenzhen Shi
20 Yungang Maoyi Youxiangongsi was conducted using the previously mentioned process of
21 cross-referencing archived product listings obtained without metadata filtering. This
22 examination revealed that Joybuy is currently the primary seller of Walmart product IDs that
23 were previously attributed to these entities, indicating that Joybuy has directly supplanted them
24 as a vendor and establishing a direct link between Zhang's entities, on the hand, and Joybuy,
25 on the other. This finding, coupled with the fact that Shenzhen Shi Yungang Maoyi
26 Youxiangongsi's limited internet trail consists primarily of multiple intellectual property
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1 infringement cases, raises serious concerns about the legitimacy of these companies as stand-
2 alone entities, and highlights the laxity of Walmart's trust and safety protocols.

3 106. Furthermore, it cannot be emphasized enough that this instance is just one
4 example of Walmart's lack of transparency regarding representatives serving multiple
5 companies that are not only known infringers, but also intermingled with Joybuy as sellers
6 identified by Walmart's back-end database on numerous consumer goods, including infringing
7 planking devices. Most notably, Walmart's repeated written misrepresentations to maintain the
8 fiction that infringing entities on its platform are legitimate sellers, rather than being under the
9 control, influence, or direction of Joybuy, are a clear indication that the company has played a
10 role in perpetuating infringing sellers' deceptions.

11
12
13 107. Walmart's direct sale of Infringing Device 8 (as described in Exhibit B),
14 marketed under the name Yes4All Inno Board and product ID #230972272, reveals a clear
15 financial interest in the sale of infringing products on its platform and a willingness to profit
16 from the sale of planking devices that borrow from Plaintiff's patented technology while
17 competing against Plaintiff's ABMILL Plank Trainer. This not only created a conflict of
18 interest for Walmart in enforcing intellectual property rights, but also suggests a willingness to
19 prioritize profits over ethical business practices and the rights of patent holders.

20
21 108. Although Walmart acknowledged the evidence presented by Plaintiff as the
22 basis for its decision to delete the listing, its takedown notification email on April 10, 2023
23 failed to acknowledge its responsibility as the direct seller of the infringing product, ignoring
24 transparency and clarity regarding Walmart's liability for its actions.

25
26 109. Despite Walmart's assurance that it had removed the infringing product
27 listing, the product was still available for purchase directly from Walmart as of May 3, 2023, at
28

1 a reduced-price indicative of typical infringers' pricing tactics. Additionally, Walmart
2 deliberately hindered efforts to track down other sellers of the infringing product, including
3 ShopTags, LLC and DropAir, LLC, by invalidating the URL when entered into the Brand
4 Portal reporting tool, effectively obscuring the digital trail of other sellers of Infringing Device
5
6 8 and obstructing Plaintiff's prevention of future infringement.

7 110. Walmart's conduct with respect to its infringing product listing is akin to that
8 of other infringers who have a financial stake in undermining Plaintiff's patent rights without
9 being held accountable for their actions, contrary to the obligation they have assumed to
10 protect intellectual property on their platform.

11
12 111. It should be noted that Walmart has recently engaged in a practice of
13 systematically deactivating URLs from being tracked in its Brand Portal reporting tool, as well
14 as removing still-active peripheral sellers from being listed side-by-side as co-sellers with
15 Joybuy in its back-end seller database. This practice obscures the digital path of sellers with
16 possible unity of interest and other evidence of possible unity of interest between Joybuy and
17 such sellers, erasing critical evidence and obstructing the enforcement of intellectual property
18 rights.
19

20 112. This case serves as a reminder of the power dynamics at play in the
21 intellectual property world, where individual inventors and small businesses must fight against
22 the complementary efforts of multinational corporations who use high-powered legal teams
23 and deep pockets to prioritize profits over respecting patent rights, seizing on the
24 vulnerabilities faced by patent holders in defending against infringers.
25

26 113. Walmart's actions to obscure the true source of infringing products, enable
27 sellers deploying deceptive tactics, and hinder the enforcement of intellectual property rights
28

1 are deeply concerning. Despite publicly promoting a commitment to American businesses,
2 values, and trust and safety, Walmart has shown a willingness to prioritize profits over ethical
3 business practices and the rights of patent holders. By taking appropriate action against
4 infringing listings on its platform, Walmart could have easily put an end to the game of whack-
5 a-mole that has forced hardworking and imaginative American creators to constantly chase a
6 never-ending flow of infringing merchandise and try to track down their elusive sellers. In this
7 case, the trail of elusive sellers leads back to Walmart itself.

8
9 **ADDITIONAL DEFENDANTS' ACTS GIVING RISE TO THIS ACTION**

10 114. Multiple storefronts on *Walmart.com* have engaged in selling infringing
11 products, in addition to those sold by the Joybuy Defendants. While the exact number of
12 infringing storefronts is yet to be determined pending discovery, as previously mentioned,
13 Plaintiff made over 1,000 infringement complaints through March 24, 2023. It remains unclear
14 how many of these complaints are unrelated to the Joybuy Defendants or are otherwise
15 interrelated due to the obfuscation tactics outlined above.

16
17 115. Plaintiff has joined the Additional Defendants to better address the issue of
18 infringing products sold on *Walmart.com* by a variety of entities, including those with potential
19 ties to the United States and to other infringers on the platform, and sales of infringing
20 planking devices by these Defendants in other channels. The joinder of Additional Defendants
21 will also facilitate discovery to better understand possible ties among defendants, including
22 possible common sourcing, and address concerns regarding misleading information
23 disseminated about such ties.

24
25 116. The Additional Defendants include Defendants Centune Toon, Inc. (a.k.a.
26 CentuneToon Home) and Iaobao Limited (a.k.a. IAO Tech), which engaged in such infringing
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1 activity with respect to infringing planking devices on *Walmart.com* under brands in Joybuy's
2 brand portfolio, such as "Centwalm," and "Huoge," respectively, and each have had multiple
3 consumer goods listings with matching product IDs shared with Joybuy and other connections
4 to Joybuy as described earlier in this Complaint. Defendant Funny Bone Products, LLC
5 engaged in such infringing activity with respect to infringing planking devices under the
6 "Yorku" brand and was identified along with Joybuy as a back-end seller for such devices,
7 which remain listed on *Walmart.com* under product ID #1138468103. HTPOIL HOLDING
8 TRADE CO., Ltd engaged in such infringing activity with respect to infringing planking
9 devices under the "Fovolat" brand. Defendant INNO PRODUCTS MALL, INC. engaged in
10 such infringing activity with respect to infringing planking devices under the "Inno" brand, a
11 name attached to the Yes4All Inno Board, which is currently sold by Walmart under its own
12 name. Defendant JAYBALLY, INC. engaged in such infringing activity with respect to
13 infringing planking devices under the "Kuluzego" brand, which is a brand offered in common
14 with Joybuy, and Walmart declined to remove its reported listings citing its agreement with
15 Marketplace Sellers. Defendant KESLEN LLC engaged in such infringing activity with respect
16 to infringing planking devices under the "eprolo" brand. Defendant New Shining Image LLC
17 (a.k.a. NSI Deals) engaged in such infringing activity with respect to infringing planking
18 devices under the "H&B Luxuries" brand.

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22 117. Despite Plaintiff's repeated requests for removal of infringing planking
23 devices, Street Corner Co., Ltd (a.k.a. Wenchang Liuzuohu Shangmao Youxian Gongsi)
24 knowingly and willfully continued to offer and sell hundreds of infringing products under the
25 "Liuzuohu" brand on *Walmart.com* in March 2023, in conjunction with others offering
26 substantially identical products, without taking any meaningful action to address Plaintiff's
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1 concerns. Walmart provided only transient email addresses and phone numbers for Street
2 Corner Co., Ltd, without providing physical addresses or further identifying information, prior
3 to the filing of a formal legal complaint.

4 118. The Additional Defendants are believed to have a ready supply of infringing
5 devices for sale on *Walmart.com* or other channels, and Plaintiff seeks to discover possible
6 common sourcing among defendants to further understand their business practices.
7

8 **COUNT I: INFRINGEMENT OF U.S. PATENT NO. 10,286,245, CLAIM 19**

9 119. Plaintiff incorporates by reference and re-alleges all the foregoing paragraphs
10 of this Complaint as if fully set forth herein.
11

12 120. Upon information and belief, Defendants, as detailed in Exhibit B specifically
13 identifying the infringing product(s) sold by each Defendant, have directly infringed Claim 19
14 of the '245 patent by making, using, offering for sale, selling, and/or importing into the United
15 States products and equipment that embody one or more claims of the '245 patent, including
16 but not limited to the infringing planking devices listed in Exhibit B (collectively, the "Claim
17 19 Devices").
18

19 121. As just one non-limiting example, set forth below (with claim language in
20 italics) is a description of infringement of exemplary Claim 19 of the '245 patent in connection
21 with the Claim 19 Devices. This description is based on publicly available information.
22 Plaintiff reserves the right to modify the description of infringement of each Claim 19 Device,
23 including but not limited to identifying infringement of other claims of the Patents-in-Suit, as it
24 obtains additional information during discovery or through other means.
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1 1(a) *An apparatus for facilitating a user to achieve a plank position, the apparatus*
2 *comprising:* Each Claim 19 Device is specifically designed for facilitating a user to achieve a
3 plank position.

4 1(b)(i) *a frame having a grip area coupled to a first end and an attachment portion*
5 *disposed on a second end,* The Claim 19 Devices each include a frame having a grip area
6 coupled to a first end, while the second end of the frame has a portion designed for attachment
7 of the arm support member (as described below).

8 1(b)(ii) *wherein the grip area comprises at least two grips;* The Claim 19 Devices have
9 a grip area that includes at least two grips, one for each of the user's hands. This feature is
10 designed to facilitate the user's ability to maintain a plank position and to provide support and
11 stability for the user's arms or hands during the exercise.

12 1(c)(i) *an arm support member having a padded portion and a ground-engaging*
13 *portion,* The Claim 19 Devices also include an arm support member, which has a padded
14 portion to provide comfort and support for the user's arm, and a ground-engaging portion that
15 allows it to rest on the ground.

16 1(c)(ii) *wherein the arm support member couples to the attachment portion,* The arm
17 support member of each of the Claim 19 Devices is coupled to the frame, and this connection
18 occurs at the attachment portion.

19 1(c)(iii) *and wherein a position of the at least two grips or the arm support member is*
20 *moveable;* In each of the Claim 19 Devices, either the grips or the arm support can move
21 position to accommodate the user's needs.

22 1(d) *a ground interface surface allowing the apparatus to maintain a self-stabilized*
23 *position on the ground whereby when the apparatus is placed on the ground, the ground*
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1 *interface surface is in level contact with the ground.* The Claim 19 Devices include a ground
2 interface surface that is in level contact with the ground, allowing the devices to maintain a
3 self-stabilized position when placed on a flat surface.

4
5 122. At least prior to the filing and service of this Complaint, Defendants, as
6 detailed in Exhibit B specifically identifying the infringing product(s) sold by each Defendant,
7 are also indirectly infringing the '245 patent.

8 123. Defendants so identified have actual knowledge of Plaintiff's rights in the
9 '245 patent and details of their infringement of the '245 patent based on at least the filing and
10 service of this Complaint.

11
12 124. Defendants so identified have manufactured, used, imported, offered for sale,
13 and/or sold the infringing products. They have knowingly induced their business partners and
14 purchasers to infringe the Patents-in-Suit by using and/or selling the Claim 19 devices. Such
15 actions are in violation of 35 U.S.C. § 271 and demonstrate their willful blindness to
16 Plaintiff's patent rights.

17
18 125. Additionally, Walmart has allowed the Claim 19 devices to be offered for sale
19 and/or sold in its marketplace. Walmart has knowingly facilitated the infringing activities of
20 its third-party sellers and purchasers, thereby inducing such infringing activities and violating
21 35 U.S.C. § 271.

22 126. Such actions by Defendants so identified, as detailed in Exhibit B, and
23 Walmart constitute indirect infringement of the Patents-in-Suit, as well as contributory
24 infringement and vicarious infringement, as respectively alleged in Succeeding counts of this
25 Complaint.
26
27
28

1 127. The infringement described above in this Section has caused, and is
2 continuing to cause, damage and irreparable injury to Plaintiff, and Plaintiff will continue to
3 suffer damage and irreparable injury unless and until that infringement is enjoined by this
4 Court.

5
6 128. Based on the foregoing allegations, Plaintiff has established a clear and
7 convincing case of direct, indirect, contributory, and vicarious infringement of its patented
8 technology by Defendants so identified. Such Defendants have knowingly manufactured,
9 used, imported, offered for sale, and/or sold the infringing products, while Walmart has
10 facilitated these activities and profited from the sales. Such infringement has caused, and
11 continues to cause, significant damage and irreparable harm to Plaintiff's business and
12 reputation, and threatens to undermine the value and validity of its patents. As a result,
13 Plaintiff respectfully requests that this Court grant injunctive relief and award damages in
14 accordance with 35 U.S.C. §§ 271, 281, 283, and 284.
15

16 **COUNT II: INFRINGEMENT OF U.S. PATENT NO. 10,286,245, CLAIM 16**

17
18 129. Plaintiff incorporates by reference and re-alleges all the foregoing paragraphs
19 of this Complaint as if fully set forth herein.

20 130. Upon information and belief, Defendants, as detailed in Exhibit C specifically
21 identifying the infringing product(s) sold by each Defendant, have directly infringed Claim 16
22 of the '245 patent by making, using, offering for sale, selling, and/or importing into the United
23 States products and equipment that embody one or more claims of the '245 patent, including
24 but not limited to the infringing planking devices listed in Exhibit C (collectively, the "Claim
25 16 Devices").
26
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1 131. As just one non-limiting example, set forth below (with claim language in
2 italics) is a description of infringement of exemplary Claim 16 of the '245 patent in
3 connection with the Claim 16 Devices. This description is based on publicly available
4 information. Plaintiff reserves the right to modify the description of infringement of each
5 Claim 16 Device, including but not limited to identifying infringement of other claims of the
6 Patents-in-Suit, as it obtains additional information during discovery or through other means.
7

8 1(a) *An apparatus for facilitating a user to achieve a plank position, the apparatus*
9 *comprising:* Each Claim 16 Device is specifically designed for facilitating a user to achieve a
10 plank position.
11

12 1(b) *a tube having a grip area coupled to a first end and an attachment portion*
13 *disposed on a second end, wherein the grip area comprises at least two grips;* The Claim 16
14 Devices have a tube with a grip area connected to one end and an attachment portion located
15 on the other end, and the grip area contains at least two grips.
16

17 1(c) *an arm support member having a padded portion and a tube engaging portion,*
18 *wherein the tube engaging portion couples to the attachment portion;* The Claim 16 Devices
19 include an arm support member having a padded portion and a tube engaging portion that is
20 coupled to the attachment portion of the tube.
21

22 1(d)(i) *a rotational feature engageable by the tube,* Each of the Claim 16 Devices
23 includes a rotational feature, which is engageable by the tube of the device.
24

25 1(d)(ii) *wherein the rotational feature is positioned underneath the tube and facilitates*
26 *a rotational movement of the tube about at least one rotational axis, and;* In each Claim 16
27 Device, the rotational feature is positioned underneath the tube and enables the tube to rotate
28 about at least one rotational axis.

1 1(d)(iii) *wherein the rotational feature comprises an at least partially spherical*
2 *component or other curved surface facilitating a controlled alteration of an angle of*
3 *orientation of the apparatus relative to the ground by the user.* Each Claim 16 Device’s
4 rotational feature includes an at least partially spherical component or other curved surface
5 that facilitates a controlled alteration of an angle of orientation of the device relative to the
6 ground by the user.
7

8 132. At least prior to the filing and service of this Complaint, Defendants, as
9 detailed in Exhibit C specifically identifying the infringing product(s) sold by each Defendant,
10 are also indirectly infringing the ‘245 patent.
11

12 133. Defendants so identified have actual knowledge of Plaintiff’s rights in the
13 ‘245 patent and details of their infringement of the ‘245 patent based on at least the filing and
14 service of this Complaint.
15

16 134. Defendants so identified have manufactured, used, imported, offered for sale,
17 and/or sold the infringing products. They have knowingly induced their business partners and
18 purchasers to infringe the Patents-in-Suit by using and/or selling the Claim 16 devices. Such
19 actions are in violation of 35 U.S.C. § 271 and demonstrate their willful blindness to
20 Plaintiff’s patent rights.
21

22 135. Additionally, Walmart has allowed the Claim 16 Devices to be offered for
23 sale and/or sold in its marketplace. Walmart has knowingly facilitated the infringing activities
24 of its third-party sellers and purchasers, thereby inducing such infringing activities and
25 violating 35 U.S.C. § 271.
26

27 136. Such actions by Defendants so identified, as detailed in Exhibit C, and
28 Walmart constitute indirect infringement of the Patents-in-Suit, as well as contributory

1 infringement and vicarious infringement, as respectively alleged in succeeding counts of this
2 Complaint.

3 137. The infringement described above in this Section has caused, and is
4 continuing to cause, damage and irreparable injury to Plaintiff, and Plaintiff will continue to
5 suffer damage and irreparable injury unless and until that infringement is enjoined by this
6 Court.
7

8 138. Based on the foregoing allegations, Plaintiff has established a clear and
9 convincing case of direct, indirect, contributory, and vicarious infringement of its patented
10 technology by the Defendants so identified and Walmart. Such Defendants have knowingly
11 manufactured, used, imported, offered for sale, and/or sold the infringing products, while
12 Walmart has facilitated these activities and profited from the sales. Such infringement has
13 caused, and continues to cause, significant damage and irreparable harm to Plaintiff's business
14 and reputation, and threatens to undermine the value and validity of its patents. As a result,
15 Plaintiff respectfully requests that this Court grant injunctive relief and award damages in
16 accordance with 35 U.S.C. §§ 271, 281, 283, and 284.
17
18

19 **COUNT III: INFRINGEMENT OF U.S. PATENT NO. 11,491,364, CLAIM 1**

20 139. Plaintiff incorporates by reference and re-alleges all the foregoing paragraphs
21 of this Complaint as if fully set forth herein.

22 140. Upon information and belief, Defendants, as detailed in Exhibit D specifically
23 identifying the infringing product(s) sold by each Defendant, have directly infringed Claim 1
24 of the '364 patent by making, using, offering for sale, selling, and/or importing into the United
25 States products and equipment that embody one or more claims of the '364 patent, including
26
27
28

1 but not limited to the infringing planking devices listed in Exhibit D (collectively, the “Claim
2 1 Devices”).

3 141. As just one non-limiting example, set forth below (with claim language in
4 italics) is a description of infringement of exemplary Claim 1 of the ‘364 patent in connection
5 with the Claim 1 Devices. This description is based on publicly available information.

6 Plaintiff reserves the right to modify the description of infringement of each Claim 1 Device,
7 including but not limited to identifying infringement of other claims of the Patents-in-Suit, as
8 it obtains additional information during discovery or through other means.
9

10 1(a) *An apparatus for facilitating a user to achieve a plank position, the apparatus*
11 *comprising:* Each Claim 1 Device is specifically designed for facilitating a user to achieve a
12 plank position.
13

14 1(b) *an arm support pad;* The Claim 1 Devices include this element, as each device is
15 equipped with an arm support pad to provide comfort and support for the user’s arms during
16 use.
17

18 1(c) *a hand grip;* Each of the Claim 1 Devices provides a grip for the user’s hand.

19 1(d)(i) *a frame member, extending from proximate a front of the apparatus to proximate*
20 *a back of the apparatus,* Each of the Claim 1 Devices includes a frame member that extends
21 from proximate the front of the apparatus to proximate the back of the apparatus, providing a
22 structure that allows for the proper use of the device
23

24 1(d)(ii) *wherein at least one portion of the frame member has a tubular shape at which*
25 *at least one portion of the arm support pad is attached;* At least one portion of the frame
26 member of each of the Claim 1 Devices has a tubular shape. Furthermore, at least one portion
27 of each arm support pad is attached to the tubular shape.
28

1 1(d)(iii) *wherein the frame member has the hand grip disposed at a first end and the arm*
2 *support pad disposed at a second end proximate the back of the apparatus,* The frame
3 member included in each of the Claim 1 Devices has the hand grip disposed at a first end and
4 an arm support pad disposed at a second end proximate the back of the apparatus.
5

6 1(d)(iv) *and wherein the hand grip is configured to contact a hand of an arm of the user*
7 *while the arm support pad is positioned distally from the hand grip in contact with the arm of*
8 *the user;* The hand grip of each of the Claim 1 Devices is designed to make contact with the
9 hand of the user's arm, while the arm support pad is positioned distally from the hand grip and
10 in contact with the arm of the user. This configuration allows the user to maintain proper form
11 during a standard planking exercise.
12

13 1(e) *a contact surface configured to engage a ground surface underneath the frame*
14 *member or the arm support pad, wherein the contact surface is configured to allow the*
15 *apparatus to rest on the ground surface whereby when the apparatus is placed on the ground*
16 *surface, the contact surface is in level contact with the ground surface.* The contact surface on
17 each of the Claim 1 Devices is configured to engage a ground surface underneath the frame
18 member or the arm support pad. This allows the apparatus to rest on the ground surface with
19 the contact surface in level contact with the ground surface.
20

21 142. At least prior to the filing and service of this Complaint, Defendants, as
22 detailed in Exhibit D specifically identifying the infringing product(s) sold by each Defendant,
23 are also indirectly infringing the '364 patent.
24

25 143. The Defendants so identified have actual knowledge of Plaintiff's rights in the
26 '364 patent and details of their infringement of the '364 patent based on at least the filing and
27 service of this Complaint.
28

1 144. The Defendants so identified have manufactured, used, imported, offered for
2 sale, and/or sold the infringing products. They have knowingly induced their business partners
3 and purchasers to infringe the Patents-in-Suit by using and/or selling the Claim 1 Devices.
4 Such actions are in violation of 35 U.S.C. § 271 and demonstrate their willful blindness to
5 Plaintiff's patent rights.
6

7 145. Additionally, Walmart has allowed the Claim 1 Devices to be offered for sale
8 and/or sold in its marketplace. Walmart has knowingly facilitated the infringing activities of
9 its third-party sellers and purchasers, thereby inducing such infringing activities and violating
10 35 U.S.C. § 271.
11

12 146. Such actions by the Defendants so identified, as detailed in Exhibit D, and
13 Walmart constitute indirect infringement of the Patents-in-Suit, as well as contributory
14 infringement and vicarious infringement, as respectively alleged in succeeding counts of this
15 Complaint.
16

17 147. The infringement described above in this Section has caused, and is
18 continuing to cause, damage and irreparable injury to Plaintiff, and Plaintiff will continue to
19 suffer damage and irreparable injury unless and until that infringement is enjoined by this
20 Court.
21

22 148. Based on the foregoing allegations, Plaintiff has established a clear and
23 convincing case of direct, indirect, contributory, and vicarious infringement of its patented
24 technology by the Defendants so identified and Walmart. Such Defendants have knowingly
25 manufactured, used, imported, offered for sale, and/or sold the infringing products, while
26 Walmart has facilitated these activities and profited from the sales. Such infringement has
27 caused, and continues to cause, significant damage and irreparable harm to Plaintiff's business
28

1 and reputation, and threatens to undermine the value and validity of its patents. As a result,
2 Plaintiff respectfully requests that this Court grant injunctive relief and award damages in
3 accordance with 35 U.S.C. §§ 271, 281, 283, and 284.
4

5 **COUNT IV: INFRINGEMENT OF U.S. PATENT NO. 11,491,364, CLAIM 10**

6 149. Plaintiff incorporates by reference and re-alleges all the foregoing paragraphs
7 of this Complaint as if fully set forth herein.

8 150. Upon information and belief, Defendants, as detailed in Exhibit E specifically
9 identifying the infringing product(s) sold by each Defendant, have directly infringed Claim 10
10 of the '364 patent by making, using, offering for sale, selling, and/or importing into the United
11 States products and equipment that embody one or more claims of the '364 patent, including
12 but not limited to the infringing planking devices listed in Exhibit E (collectively, the "Claim
13 10 Devices").
14

15 151. As just one non-limiting example, set forth below (with claim language in
16 italics) is a description of infringement of exemplary Claim 10 of the '364 patent in
17 connection with the Claim 10 Devices. This description is based on publicly available
18 information. Plaintiff reserves the right to modify the description of infringement of each
19 Claim 10 Device, including but not limited to identifying infringement of other claims of the
20 Patents-in-Suit, as it obtains additional information during discovery or through other means.
21

22 1(a) *An apparatus for facilitating a user to achieve a plank position, the apparatus*
23 *comprising:* Each Claim 10 Device is specifically designed for facilitating a user to achieve a
24 plank position.
25

26 1(b) *a frame member;* The Claim 10 Devices include a frame providing a structure that
27 allows for the proper use of the device.
28

1 1(c)(i) *a pad support member secured with a fastener to the frame member, wherein the*
2 *pad support member is configured to hold an arm support pad and, In the Claim 10 Devices,*
3 *a pad support member is present, which is secured with a fastener to the frame member. The*
4 *pad support member is configured to hold an arm support pad.*

5
6 1(c)(ii) *wherein at least a portion of the arm support pad is configured to extend*
7 *laterally beyond at least a portion of the frame member; In each of the Claim 10 Devices, at*
8 *least a portion of the arm support pad is configured to extend laterally beyond at least a*
9 *portion of the frame member.*

10 1(d)(i) *a hand grip, wherein the hand grip is configured to be contactable with a hand*
11 *of an arm of the user while the arm support pad is positioned distally from the hand grip in*
12 *contact with the arm of the user, The hand grip of each of the Claim 10 Devices is designed to*
13 *make contact with the hand of the user's arm, while the arm support pad is positioned distally*
14 *from the hand grip and in contact with the arm of the user. This configuration allows the user*
15 *to maintain proper form during a standard planking exercise.*

16
17 1(d)(ii) *wherein the frame member has at least a portion of the hand grip disposed at a*
18 *first end and at least a portion of the arm support pad disposed at a second end proximate a*
19 *back of the apparatus; The frame member of each Claim 10 Device has at least a portion of*
20 *the hand grip disposed at a first end and at least a portion of the arm support pad disposed at a*
21 *second end proximate a back of the apparatus.*

22
23 1(d)(iii) *wherein the frame member has the hand grip disposed at a first end and the*
24 *arm support pad disposed at a second end proximate the back of the apparatus, The frame*
25 *member included in each of the Claim 10 Devices has the hand grip disposed at a first end and*
26 *an arm support pad disposed at a second end proximate the back of the apparatus.*
27
28

1 1(e) *a contact surface configured to engage a ground surface underneath the frame*
2 *member or the arm support pad, wherein the contact surface is configured to allow the*
3 *apparatus to rest on the ground surface whereby when the apparatus is placed on the ground*
4 *surface, the contact surface is in level contact with the ground surface.* The contact surface on
5 each of the Claim 10 Devices is configured to engage a ground surface underneath the frame
6 member or the arm support pad. This allows the apparatus to rest on the ground surface with
7 the contact surface in level contact with the ground surface.
8

9 152. At least prior to the filing and service of this Complaint, the Defendants, as
10 detailed in Exhibit E specifically identifying the infringing product(s) sold by each Defendant,
11 are also indirectly infringing the '364 patent.
12

13 153. The Defendants so identified have actual knowledge of Plaintiff's rights in the
14 '364 patent and details of their infringement of the '364 patent based on at least the filing and
15 service of this Complaint.
16

17 154. The Defendants so identified have manufactured, used, imported, offered for
18 sale, and/or sold the infringing products. They have knowingly induced their business partners
19 and purchasers to infringe the Patents-in-Suit by using and/or selling the Claim 10 Devices.
20 Such actions are in violation of 35 U.S.C. § 271 and demonstrate their willful blindness to
21 Plaintiff's patent rights.
22

23 155. Additionally, Walmart has allowed the Claim 10 Devices to be offered for
24 sale and/or sold in its marketplace. Walmart has knowingly facilitated the infringing activities
25 of its third-party sellers and purchasers, thereby inducing such infringing activities and
26 violating 35 U.S.C. § 271.
27
28

1 156. Such actions by the Defendants so identified, as detailed in Exhibit E, and
2 Walmart constitute indirect infringement of the Patents-in-Suit, as well as contributory
3 infringement and vicarious infringement, as respectively alleged in succeeding counts of this
4 Complaint.

5 157. The infringement described above in this Section has caused, and is
6 continuing to cause, damage and irreparable injury to Plaintiff, and Plaintiff will continue to
7 suffer damage and irreparable injury unless and until that infringement is enjoined by this
8 Court.

9 158. Based on the foregoing allegations, Plaintiff has established a clear and
10 convincing case of direct, indirect, contributory, and vicarious infringement of its patented
11 technology by the Defendants so identified and Walmart. Such Defendants have knowingly
12 manufactured, used, imported, offered for sale, and/or sold the infringing products, while
13 Walmart has facilitated these activities and profited from the sales. Such infringement has
14 caused, and continues to cause, significant damage and irreparable harm to Plaintiff's business
15 and reputation, and threatens to undermine the value and validity of its patents. As a result,
16 Plaintiff respectfully requests that this Court grant injunctive relief and award damages in
17 accordance with 35 U.S.C. §§ 271, 281, 283, and 284.

18
19
20
21 **COUNT V: INFRINGEMENT OF U.S. PATENT NO. 9,895,573**

22 159. Plaintiff incorporates by reference and re-alleges all the foregoing paragraphs
23 of this Complaint as if fully set forth herein.

24 160. Upon information and belief, Defendants, as detailed in Exhibit F specifically
25 identifying the infringing product(s) sold or offered for use by each Defendant (collectively,
26 the "'573 Devices"), have directly infringed the Claim 1 of the '573 patent by practicing the
27
28

1 patented method of the '573 patent. The Defendants so identified have used, offered for use,
2 or performed in the United States the steps of the method embodied in one or more of the
3 claims of the '573 patent by practicing the method described therein with respect to the '573
4 Devices (collectively, the "Infringing Method").

5
6 161. As just one non-limiting example, set forth below (with claim language in
7 italics) is a description of the Infringing Method used in connection with the '573 Devices.
8 Defendants have directly infringed Claim 1 of the '573 patent by practicing the patented
9 method of the '573 patent by using the '573 Devices to perform the steps of the method
10 described therein. This description is based on publicly available information. Plaintiff
11 reserves the right to modify the description of infringement of each '573 Device, including but
12 not limited to identifying infringement of other claims of the Patents-in-Suit, as it obtains
13 additional information during discovery or through other means.

14
15 1(a) *A method of using a plank support exercise apparatus, the method comprising the*
16 *steps of:* Defendants so identified have used, offered for use, or performed in the United States
17 the steps of the Infringing Method embodied in the '573 patent by using the '573 Devices.
18

19 1(b) *providing the plank support exercise apparatus having a frame member, two hand*
20 *grip areas connected to the frame member, at least two forearm support pads connected to the*
21 *frame member, and a ground-interface surface positioned along at least a portion of the*
22 *frame member;* Defendants so identified have used, offered for use, or performed in the
23 United States the step of providing the plank support exercise apparatus having a frame
24 member, two hand grip areas connected to the frame member, at least two forearm support
25 pads connected to the frame member, and a ground-interface surface positioned along at least
26 a portion of the frame member, by using the '573 Devices to perform the Infringing Method.
27
28

1 1(c) *adjusting a first spacing distance of the two hand grip areas relative to the at least*
2 *two forearm support pads*; Defendants so identified have further used, offered for use, or
3 performed in the United States the step of adjusting a first spacing distance of the two hand
4 grip areas relative to the at least two forearm support pads in accordance with the Infringing
5 Method used in connection with the ‘573 Devices.
6

7 1(d) *adjusting a second spacing distance between the at least two forearm support pads*
8 *without changing the first spacing distance between the two hand grip areas*; and, Defendants
9 so identified have further used, offered for use, or performed in the United States the recited
10 steps of the method with respect to the ‘573 Devices by adjusting a second spacing distance
11 between the two forearm support pads of the Infringing Devices without changing the first
12 spacing distance between the hand grip areas of the Infringing Devices.
13

14 1(e) *positioning a user on the plank support exercise apparatus, wherein a torso of the*
15 *user is in a position substantially parallel to a ground surface with forearms thereof on the at*
16 *least two forearm support pads and hands thereof on the hand grip*. Defendants so identified
17 have used, offered for use, or performed in the United States the step of positioning a user on
18 the plank support exercise apparatus, wherein a torso of the user is in a position substantially
19 parallel to a ground surface with forearms thereof on the at least two forearm support pads and
20 hands thereof on the hand grip, as claimed in the ‘573 patent, in connection with the
21 Infringing Method used with the ‘573 Devices.
22

23 162. At least prior to the filing and service of this Complaint, Defendants, as
24 detailed in Exhibit F specifically identifying the infringing product(s) sold by each Defendant,
25 are also indirectly infringing the ‘573 patent by inducing others to practice the Infringing
26
27
28

1 Method claimed in the '573 patent, and by contributing to the infringement of the '573 patent
2 by providing the '573 Devices that are used by others to practice the Infringing Method.

3 163. Defendants so identified have actual knowledge of Plaintiff's rights in the
4 '573 patent and details of their infringement of the '573 patent based on at least the filing and
5 service of this Complaint, including the Infringing Method used in connection with the '573
6 Devices.
7

8 164. Defendants so identified have used, offered for use, or performed in the
9 United States the Infringing Method with respect to the '573 Devices, and have knowingly
10 induced their business partners and purchasers to infringe the Patents-in-Suit by using and/or
11 selling the '573 Devices. They have manufactured, imported, offered for sale, and/or sold the
12 '573 Devices that embody the Infringing Method. Such actions are in violation of 35 U.S.C. §
13 271 and demonstrate their willful blindness to Plaintiff's patent rights.
14

15 165. Additionally, Walmart has allowed the Infringing Method to be practiced
16 through the use and/or sale of the '573 Devices in its marketplace. Walmart has knowingly
17 facilitated the Infringing Method of its third-party sellers and purchasers, thereby inducing
18 such infringing activities and violating 35 U.S.C. § 271. Such actions by Defendants so
19 identified, as detailed in Exhibit F, and Walmart constitute indirect infringement of the
20 Patents-in-Suit, as well as contributory infringement and vicarious infringement, as
21 respectively alleged in succeeding counts of this Complaint
22

23 166. The Infringing Method described above in this Section has caused, and is
24 continuing to cause, damage and irreparable injury to Plaintiff, and Plaintiff will continue to
25 suffer damage and irreparable injury unless and until that Infringing Method is enjoined by
26 this Court.
27
28

1 167. Based on the foregoing allegations, Plaintiff has established a clear and
2 convincing case of direct, indirect, contributory, and vicarious infringement of its patented
3 technology by Defendants so identified and Walmart. Such Defendants have knowingly
4 manufactured, used, imported, offered for sale, and/or sold the infringing products, while
5 Walmart has facilitated these activities and profited from the sales. Such infringement has
6 caused, and continues to cause, significant damage and irreparable harm to Plaintiff's business
7 and reputation, and threatens to undermine the value and validity of its patents. As a result,
8 Plaintiff respectfully requests that this Court grant injunctive relief and award damages in
9 accordance with 35 U.S.C. §§ 271, 281, 283, and 284.
10

11 **COUNT VI: VICARIOUS PATENT INFRINGEMENT**

12 168. Plaintiff hereby realleges and incorporates by reference herein each and every
13 allegation in the preceding paragraphs as though fully set forth herein.
14

15 169. Upon information and belief, Defendants, including but not limited to the
16 Joybuy Defendants, who engaged vendors or partners for the purpose of facilitating sales had
17 the ability to control those entities who engaged in direct patent infringement. Such
18 Defendants had the right to terminate their relationship with their vendors for any reason
19 whatsoever and through that right had the ability to control the activities of their vendors.
20

21 170. In addition, such Defendants promoted their vendors' products and were in a
22 position to police them. Such Defendants had discretion to end their contracts with their
23 vendors and require the vendors to abide by, observe and obey their terms that no goods sold
24 to them should engage in infringement of the Patents-in-Suit.
25

26 171. Such Defendants financially benefited from the sale of infringing products or
27 practice of patented methods. The Joybuy Defendants would purchase or manufacture the
28

1 goods at a cheap price, package and repackage them, and sell them under their own multiple
2 brand names for a profit, while actively encouraged others to sell infringing products on
3 *Walmart.com* or other marketplaces, thus benefiting from the sale of such infringing products

4
5 172. Defendant Walmart, by designating one of its own employees to oversee
6 Joybuy's intellectual property matters on *Walmart.com*, had direct involvement in monitoring
7 and policing Joybuy's conduct on *Walmart.com*. As a result, Walmart had the ability to
8 enforce compliance with its policies and had the discretion to take action and end its business
9 relationship with Joybuy if they failed to comply with those policies or engaged in infringing
10 conduct, and to require them to abide by, observe, and obey Walmart's terms that no goods on
11 *Walmart.com* should engage in patent infringement of the Patents-in-Suit.

12
13 173. Defendant Walmart refrained from taking action against the Joybuy
14 Defendants' infringing conduct because such action may have jeopardized their financial gain
15 and ongoing business relationship with the Joybuy Defendants.

16
17 174. Therefore, such Defendants' acts of vicarious patent infringement as alleged
18 above were, and continue to be, willful, intentional, and malicious, subjecting such
19 Defendants to liability for damages under Section 284 of the Patent Act. Plaintiff seeks
20 damages for such Defendants' infringement of the Patents-in-Suit, including but not limited to
21 compensatory damages, damages as provided by law, and any other relief the Court deems
22 just and proper. Such Defendants' willful and intentional infringement of Plaintiff's Patents-
23 in-Suit also entitles Plaintiff to an award of reasonable attorney's fees and costs. Plaintiff is
24 also entitled to preliminary and permanent injunctive relief.
25
26
27
28

COUNT VII: CONTRIBUTORY PATENT INFRINGEMENT

1
2 175. Plaintiff hereby realleges and incorporates by reference herein each and every
3 allegation in the preceding paragraphs as though fully set forth herein.

4 176. Upon information and belief, certain Defendants engaged third-party vendors
5 or partners for the purpose of facilitating sales on *Walmart.com* or other platforms. Such
6 vendors or partners directly infringed on Plaintiff's patented inventions by knowingly
7 creating, manufacturing, importing, offering for sale, selling, and/or distributing products
8 and/or practicing the patented methods, that infringe on the claims of the Patents-in-Suit.

9
10 177. Such Defendants had knowledge of their vendors' or partners' infringing
11 conduct. The Joybuy Defendants tracked, or at least had the ability to track, the sellers
12 working with, for or at their direction in selling infringing products. Defendant Walmart had
13 knowledge of the Joybuy Defendants' infringing activities. Defendant Walmart tracked, or at
14 least had the ability to track, the Joybuy Defendants' infringing conduct.

15
16 178. Such Defendants induced, caused or materially contributed to the infringing
17 conduct.

18
19 179. Therefore, such Defendants' acts of contributory patent infringement as
20 alleged above were, and continue to be, willful, intentional, and malicious, subjecting such
21 Defendants to liability for damages under Section 284 of the Patent Act. Plaintiff seeks
22 damages for such Defendants' infringement of the Patents-in-Suit, including but not limited to
23 compensatory damages, damages as provided by law, and any other relief the Court deems
24 just and proper. Such Defendants' willful and intentional infringement of Plaintiff's Patents-
25 in-Suit also entitles Plaintiff to an award of reasonable attorney's fees and costs. Plaintiff is
26 also entitled to preliminary and permanent injunctive relief.

27
28 180.

1 **COUNT VIII: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS**

2
3 181. Plaintiff hereby realleges and incorporates by reference herein each and every
4 allegation in the preceding paragraphs as though fully set forth herein.

5 182. Defendants, Joybuy and Walmart, knowingly and intentionally interfered with
6 Plaintiff's existing and prospective business relationships.

7 183. Based on the facts elucidated earlier in this complaint, such Defendants
8 intentionally induced and caused third parties to breach their contracts with Plaintiff or to
9 refrain from doing business with Plaintiff.

10 184. Such Defendants' tortious interference was willful and malicious, and caused
11 Plaintiff to suffer harm, including lost business opportunities, lost profits, and damage to its
12 reputation.

13
14 185. Such Defendants' conduct violated Connecticut General Statutes § 52-571b,
15 which states that any person who, by threats or other means, intentionally and improperly
16 interferes with another's contractual or business relationships, shall be liable for the harm
17 caused thereby.

18
19 **COUNT IX: UNFAIR TRADE PRACTICES**

20
21 186. Plaintiff incorporates by reference each and every allegation in the preceding
22 paragraphs as though fully set forth herein.

23 187. At least Defendant Walmart and the Joybuy Defendants acted in a manner, as
24 alleged above, that constitutes unfair trade practices in violation of the Connecticut Unfair
25 Trade Practices Act, Conn. Gen. Stat. §§ 42-110a et seq. ("CUTPA").

26
27 188. Such Defendants engaged in trade practices that were unethical, oppressive,
28 and substantially injurious to Plaintiff's business and the public. Such Defendants' conduct

1 had a material impact on the market for Plaintiff's patented product, which was unlawfully
2 crowded out by such Defendants' promotion and sale of infringing products.

3 188. Such Defendants' conduct was also misleading and deceptive in that they
4 marketed and sold products that infringed Plaintiff's patent rights without authorization, while
5 falsely claiming that such products were legitimate and lawful. This conduct was likely to
6 mislead the public and cause confusion as to the source, origin, and sponsorship of the
7 infringing products.
8

9 189. Such Defendants' actions were taken with the intent to deceive, confuse, and
10 mislead the public and to cause Plaintiff harm.

11 190. Based on the facts elucidated earlier in this complaint, such Defendants'
12 conduct violated CUTPA and has caused Plaintiff to suffer damages.
13

14 **COUNT X: FRAUDULENT MISREPRESENTATION**

15 191. Plaintiff hereby realleges and incorporates by reference herein each and every
16 allegation in the preceding paragraphs as though fully set forth herein.
17

18 192. Walmart and the Joybuy Defendants, by their acts and omissions, made false
19 and fraudulent representations concerning the nature and extent of their relationship with each
20 other, and among the Joybuy Defendants and other sellers on the Walmart.com platform,
21 including but not limited to false and fraudulent representations that certain sellers, in
22 coordination with the Joybuy Defendants, were not related to the Joybuy Defendants by
23 providing Walmart with alter ego names, fictitious names, and misleading or inaccurate
24 information, which concealed the true identity and connection of certain sellers to each other
25 and to the Joybuy Defendants. These false and fraudulent representations were made by
26 Walmart to Plaintiff and by Joybuy to Walmart with the intent that rights holders such as
27 Plaintiff would rely on them.
28

1 193. Such false and fraudulent representations were made with knowledge of their
2 falsity or in reckless disregard for their truth, with the intent to obstruct Plaintiff's efforts to
3 enforce its patent rights and induce Plaintiff to refrain from pursuit of legal action against
4 Walmart or the Joybuy Defendants, thereby causing harm to Plaintiff's business interests.

5
6 194. Walmart's false and fraudulent representations constituted negligent
7 misrepresentations as well. In its role as a marketplace and intermediary, Walmart had a duty
8 to disclose the true nature and extent of its relationship with the Joybuy Defendants and other
9 related sellers, given the potential harm that could result from the sale of infringing products.
10 Furthermore, Walmart had access to information about the Joybuy Defendants' activities and
11 the sellers on *Walmart.com*, and therefore had a duty to exercise reasonable care in making
12 representations about the legitimacy of the products being sold on its platform. By making
13 false and fraudulent representations to Plaintiff, Walmart breached this duty and caused harm
14 to Plaintiff.

15
16 195. Defendants' conduct, as set forth above, constitutes violations of Connecticut
17 General Statutes §52-550 and §52-552, establishing liability for fraudulent and negligent
18 misrepresentation, respectively. The applicable statute of limitations for these claims is set
19 forth in Connecticut General Statutes §52-556.

20
21 196. As a direct and proximate result of such Defendants' fraudulent and negligent
22 misrepresentations, Plaintiff has suffered damages, including but not limited to lost profits and
23 damages to its reputation.

24
25 197. Plaintiff is entitled to an award of compensatory damages in an amount to be
26 determined at trial, plus interest, costs, and attorney's fees.

1 198. Plaintiff is also entitled to preliminary and permanent injunctive relief to
2 prevent further fraudulent and negligent misrepresentations by such Defendants.

3 **COUNT XI: NEGLIGENT MISREPRESENTATION**
4

5 199. Plaintiff hereby realleges and incorporates by reference herein each and every
6 allegation in the preceding paragraphs as though fully set forth herein.

7 200. Walmart and the Joybuy Defendants made numerous statements and
8 representations were false and misleading, and upon which Plaintiff reasonably relied to his
9 detriment. These false and misleading representations were made by Walmart to Plaintiff and
10 by Joybuy to Walmart with the intent that rights holders such as Plaintiff would rely on them.

11 201. These representations included, but were not limited to, the dissemination of
12 information concerning the nature and extent of its relationship with the Joybuy Defendants
13 and among the Joybuy Defendants and other sellers on its platform, including but not limited
14 to false representations that certain sellers, in coordination with the Joybuy Defendants, were
15 not related to the Joybuy Defendants by providing Plaintiff with alter ego names, fictitious
16 names, and misleading or inaccurate information, which concealed the true identity and
17 connection of certain sellers to each other and the Joybuy Defendants.
18

19 202. These false statements and representations were made negligently, with a
20 reckless disregard for their truth, or with a willful and intentional disregard for their falsity.
21

22 203. Given Walmart's operation of the online marketplace and the Joybuy
23 Defendants' substantial participation as a seller on *Walmart.com*, including access to
24 information about the activities of the Joybuy Defendants and other sellers on the platform,
25 such Defendants had a duty to exercise reasonable care in making these representations.
26
27
28

1 204. Plaintiff relied on these representations to his detriment by investing time and
2 resources in trying to stop the infringing activities of these sellers, and in pursuing legal action
3 against Walmart, the Joybuy Defendants or other Defendants.

4 205. These negligent misrepresentations were a direct and proximate cause of
5 Plaintiff's damages, including but not limited to lost profits, lost business opportunities, and
6 the costs of litigation.

7 206. These actions constitute negligent misrepresentation in violation of
8 Connecticut General Statutes §52-552.
9

10 207. Plaintiff is entitled to recover damages for the injuries sustained as a result of
11 such Defendant's negligent misrepresentations.
12

13 **COUNT XII: UNFAIR COMPETITION**

14 208. Plaintiff hereby realleges and incorporates by reference herein each and every
15 allegation in the preceding paragraphs as though fully set forth herein.

16 209. The conduct described above constitutes unfair competition under Connecticut
17 General Statute §35-45.
18

19 210. The conduct of Defendant Walmart and the Joybuy Defendants is causing
20 harm to Plaintiff's business and reputation and is likely to cause confusion among the public
21 as to the origin of the goods.
22

23 211. Such Defendants' conduct is done with an intent to deceive and/or is likely to
24 deceive.
25

26 212. Such Defendants' conduct is likely to cause confusion, mistake, or deception
27 as to the affiliation, connection, or association of such Defendants with Plaintiff, or as to the
28 origin, sponsorship, or approval of such Defendants' goods or services.

1 213. The unfair competition conduct described above, committed by Defendant
2 Walmart and the Joybuy Defendants, has resulted in harm to Plaintiff's business interests,
3 including but not limited to the damages caused by Defendants' fraudulent and negligent
4 misrepresentations alleged in preceding Counts.

5
6 **COUNT XIII: VIOLATION OF LANHAM ACT**

7 214. Plaintiff realleges and incorporates by reference herein each and every
8 allegation in the preceding paragraphs as though fully set forth herein.

9
10 215. At least Defendant Walmart's and the Joybuy Defendants' activities described
11 herein constitute false advertising, false or misleading descriptions of fact, and/or false or
12 misleading representations of fact in violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

13 216. Such Defendants' activities have caused and continue to cause confusion,
14 deception, and mistake among consumers as to the origin, sponsorship, or approval of the
15 products sold on *Walmart.com* or other platforms, including the infringing products sold by
16 the Joybuy Defendants.

17
18 217. Such Defendants' activities have resulted in unfair competition with Plaintiff
19 and have caused Plaintiff to suffer irreparable harm and injury to its business reputation.

20 218. Such Defendants' activities have been willful, intentional, and malicious,
21 justifying an award of treble damages under the Lanham Act.

22
23 219. Plaintiff is entitled to injunctive relief under the Lanham Act to enjoin Joybuy
24 and Walmart from engaging in further false advertising, false or misleading descriptions of
25 fact, and/or false or misleading representations of fact on *Walmart.com* or other platforms.

26 **PRAYER FOR RELIEF**

27
28 WHEREFORE, Plaintiff respectfully prays for judgment against Defendants for:

1 A. Enjoining Defendants, and their agents and servants, from selling the infringing
2 planking devices or otherwise infringing the Patents-in-Suit;

3 B. Awarding damages to compensate Plaintiff for Defendants' infringement under 35
4 U.S.C. § 284;

5 C. Finding this case exceptional under 35 U.S.C. § 285 and awarding Plaintiff its attorneys'
6 fees;

7 D. Awarding Plaintiff costs and expenses in this action, as well as prejudgment and post-
8 judgment interest;

9 E. For the counts of Tortious Interference with Business Relationships, Fraudulent
10 Misrepresentation, Negligent Misrepresentation, Unfair Competition, and Lanham Act
11 Violation against Defendant Walmart and the Joybuy Defendants, Plaintiff seeks injunctive
12 relief, damages, and equitable relief, including but not limited to, disgorgement of profits
13 earned by such Defendants, as well as punitive damages in an amount to be determined at trial;

14 F. Such other and further relief as the Court may deem just and proper.
15

16 Dated: May 4, 2023

17
18 

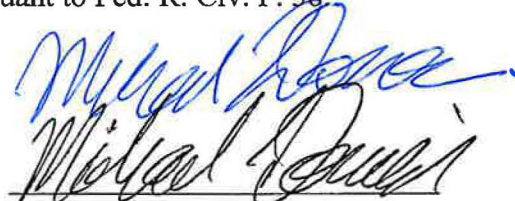
19
20 Michael H. Domesick, *Pro Se*
21 Plaintiff
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DEMAND FOR JURY TRIAL

A jury trial is demanded pursuant to Fed. R. Civ. P. 38.

Dated: May 4, 2023



Michael H. Domesick, Pro Se
Plaintiff

Exhibit A

Attached are:

U.S. Patent No. 10,286,245 (Exhibit A-1)

U.S. Patent No. 11,491,464 (Exhibit A-2)

U.S. Patent No. 9,895,573 (Exhibit A-3)