

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SPIN MASTER, LTD.

Plaintiff,

COMPLAINT

- against -

Case No.

AOMORE-US; LEQIONG a/k/a
XIAOGAN LEQIONGSHANGMAOYOUXIANGONGSI;
MONKKI a/k/a
ZHONGXIANGSHI HENGHAOMAOYIYOUXIANGONGSI;
ONECEMORE a/k/a
SHENZHEN JINFANCHUANMEIYOUXIANGONGSI;
ROPWOL; YUCMED STORE;
and CHENGHAI LUCKY BOY TOYS CO., LTD.,

Defendants.

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Plaintiff Spin Master, Ltd. (“Spin Master”), for its Complaint against the above-captioned Defendants alleges and states as follows:

NATURE OF THE ACTION

1. This is an action for patent infringement arising out of the Defendants’ use, offering for sale, and/or sales in the United States, and/or importation into the United States of wall-climbing toy vehicles that infringe Spin Master’s US patent Nos. 9,675,897 (“the ‘897 Patent”); 7,980,916 (“the ‘916 Patent”); 7,753,755 (“the ‘755 Patent”); 8,979,609 (“the ‘609 Patent”); and 10,398,995 (“the ‘995 Patent”) (collectively the “Spin Master Patents”).

THE PARTIES

2. Plaintiff Spin Master is a corporation with its headquarters located at 225 King Street West, Toronto, Ontario, Canada M5V 3M2. Spin Master is the exclusive licensee to all the

rights and interests in the Spin Master Patents in the United States, including the right to sue in its own name and the exclusive right to elect to prosecute or not to prosecute a suit for infringement.

3. Defendant Aomore-US is a company selling products online via Amazon.com (“Amazon”) with the Amazon “Seller Name” Aomore-US.

a. Aomore-US provided the following business address to Amazon: Shenzhen Baoan District, Xin’an Street, Jian’an Road, New Yue Ting 1 unit 302 CN.

b. Aomore-US provided the following representative information to Amazon: Louhong Jun (luohongjun1962@outlook.com) and he is listed as “Company Legal Person.”

4. Defendant Leqiong is a company selling products via Amazon with the Amazon “Seller Name” Xiaogan Leqiongshangmaoyouxiangongsi.

a. Leqiong provided the following business address to Amazon: Tangjiajie 88 hao Xiaogan Hubei 432100.

b. Leqiong provided the following representative information to Amazon: Qian Yang (leqiong@growsly.net) and he/she is listed as a “Manager.”

5. Defendant Monkki is a company selling products via Amazon with the Amazon “Seller Name” Zhongxiangshi Henghaomaoyiyouxiangongsi.

a. Monkki provided the following business address to Amazon: Yingzhongzhen, Jiaoyinglu28hao102shi Zhongxiang Jingmen 431900.

b. Monkki provided the following representative information to Amazon: Jai Ren (renjia@blasland.cn) and he/she is listed as a “Manager.”

6. Defendant Onecemore is a company selling products via Amazon with the Amazon “Seller Name” Shenzhen Jinfanchuanmeiyouxiangongsi.

a. Onecemore provided the following business address to Amazon: Luohuqu, Nanhujiedao, Nanhulu, Guomaoshangzhudasha19A Shenzhen Guangdong 518000, CN.

b. Onecemore provided the following representative information to Amazon: Fan Cai (caifan@allaugh.cn) and he/she is listed as “Manager.”

7. Defendant Ropwol is an Amazon Storefront that is offering products for sale that are shipped by defendant Aomore-US and manufactured by Defendant Chenghai Lucky Boy Toys Co., Ltd.

a. Ropwol provided Amazon the following business address: Room 302, Unit 1, Xinyueting, Jian’an 1st Road, Xin’an Street, Bao’an District, Shenzhen, Guangdong Province, 518000, China.

8. Defendant Yucmed Store is a company selling products via Amazon with the Amazon “Seller Name” Yucmed Store.

a. Yucmed Store provided the following business address to Amazon: China, 445035, HuBeiSheng, EnShiShi, ShengJiaBaXiang, ShiMenBa8Hao.

b. Yucmed Store provided the following representative information to Amazon: Yang Shun Hong (xintao34817797@163.com) and he/she did not provide a title to Amazon.

9. Defendants Aomore-US, Leqiong, Monkki, Onecemore, Ropwol, and Yucmed Store are referred to herein collectively as the “Amazon Sellers.”

10. Defendant Chenghai Lucky Boy Toys Co., Ltd. (“Chenghai Lucky Boy Toys”) has a principal place of business at Xiazhou Industrial Area, Dutou, Shaghua Town, Chenghai District, Shantou City, Guandong Province, 515800 China.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction under 28 U.S.C. sections 1331 and 1338(a) because this is a civil action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

12. This Court has personal jurisdiction over the Defendants under at least New York CPLR 302(a)(1) and 302(a)(2) because each of them (a) transacted business within the State of New York and has contracted to supply the infringing goods in the state, and/or (b) committed tortious acts within the state.

13. This Court also has personal jurisdiction, in the alternative, over Chenghai Lucky Boy Toys under Fed. R. Civ. Pro. 4(k)(2) because (1) this Complaint arises under federal law, (2) they are Chinese companies that, upon information and belief, have no presence in the United States and therefore are not subject to jurisdiction in any state's court of general jurisdiction, and (3) the exercise of jurisdiction comports with due process because both defendants have sufficient contacts with the US as a whole.

14. Venue is proper in this judicial district because this Court has personal jurisdiction over Defendants. *Evriholder Prod. LLC v. Simply LBS Ltd. Co.*, 2020 WL 7060336, at *4 (S.D.N.Y. Apr. 21, 2020) (“[v]enue against an alien corporation is a function of whether the court has personal jurisdiction over that corporation.”).

THE SPIN MASTER PATENTS

15. On June 13, 2017, United States Patent Number 9,675,897 entitled “Wall Racer Toy Vehicles,” was duly and legally issued.

16. A true and correct copy of the ‘897 Patent is attached hereto as **EXHIBIT 1** and incorporated herein by reference.

17. On July 19, 2011, United States Patent Number 7,980,916 ('916 Patent) entitled "Wall Racer Toy Vehicles," was duly and legally issued.

18. A true and correct copy of the '916 Patent is attached hereto as **EXHIBIT 2** and incorporated herein by reference.

19. On July 13, 2010, United States Patent Number 7,753,755 entitled "Wall Racer Toy Vehicles," was duly and legally issued.

20. A true and correct copy of the '755 Patent is attached hereto as **EXHIBIT 3** and incorporated herein by reference.

21. On March 17, 2015, United States Patent Number 8,979,609 entitled "Wall Racer Toy Vehicles," was duly and legally issued.

22. A true and correct copy of the '609 Patent is attached hereto as **EXHIBIT 4** and incorporated herein by reference.

23. On September 3, 2019, United States Patent Number 10,398,995 entitled "Wall Racer Toy Vehicles," was duly and legally issued.

24. A true and correct copy of the '995 Patent is attached hereto as **EXHIBIT 5** and incorporated herein by reference.

DEFENDANTS' INFRINGING CONDUCT

25. The Amazon Sellers sell, have sold, and have offered to sell wall-climbing toy vehicles in the United States, including in New York, via Amazon under the following Amazon Standard Identification Numbers ("ASINs").¹

¹ Because sellers can create new ASINs even if one already exists for an existing product listed on Amazon, identical products may have multiple different ASINs assigned to them.

ASIN	Sellers
B08KHJ7XQJ	Monkki
B08KHLQHSV	Leqiong
	Monkki
B09DKBL4QL	Leqiong
B09GS11TV1	Aomore-US
	Ropwol (Storefront)
B0B2DG7351	Onecemore
B0B8N43L8R	Yucmed Store
B0BFHVNPdq	Yucmed Store
B0BGNDNHNH	Onecemore
B0BTCQ3GSP	Monkki
B0BTNHVG2Z	Monkki
B0BV6G359K	Onecemore

26. Leqiong also sells and offers to sell online via Walmart.com a wall-climbing toy spider that is manufactured by Chenghai Lucky Boy Toys.

27. That spider, together with the products identified above are collectively referred to herein as the “Accused Products.”

28. Chenghai Lucky Boy Toys manufactures the Accused Products.

29. Upon information and belief, Chenghai Lucky Boy Toys has conducted testing of one or more of the Accused Products in the United States.

30. Upon information and belief, Chenghai Lucky Boy Toys is working in concert with some or all of the Amazon Sellers to sell the Accused Products in the United States and are also inducing or contributing to the sale or offering for sale of these Accused Products in the United States.

31. Upon information and belief, Chenghai Lucky Boy Toys distributes the Accused Products to the Amazon Sellers intending that they be offered for sale and sold in the United States.

32. Upon information and belief, Defendants import the Accused Products into the United States from China.

33. Each of the Accused Products infringes one or more of the claims in the Spin Master Patents.

NOTICE

34. Upon information and belief, prior to the filing of the Complaint, Defendants had actual and/or constructive notice of the Spin Master Patents.

SPIN MASTER’S EFFORTS TO POLICE INFRINGEMENT

35. For many years, Spin Master has engaged in numerous, repeated efforts to police infringements of the Spin Master Patents.

36. For example, on September 27, 2019, Spin Master filed in the Southern District of New York an action for patent infringement against another infringer, E. Mishan & Sons, Inc. (“Emson”), who was selling wall climbing toy vehicles (the “Emson Products”). *See Spin Master, Ltd. v. E. Mishan & Sons, Inc.*, Case No. 1:19-cv-09035-DLC (S.D.N.Y.).

37. Spin Master sought and obtained a preliminary injunction against Emson prohibiting sales of the Emson Products based on Claim 1 of the ‘897 Patent.

38. On December 6, 2019, after briefing and an evidentiary hearing, the Honorable Denise Cote, U.S.D.J., issued a preliminary injunction enjoining Emson’s sales of the Emson Products (the “Preliminary Injunction”).

39. The court enjoined Emson “from making, using, offering to sell, selling within the United States or importing into the United States, or actively inducing others to make, use, offer to sell, sell within the United States, or import into the United States” any products that infringe the ‘897 Patent. A true and correct copy of the Preliminary Injunction is attached as **Exhibit 6** hereto.

40. When issuing the Preliminary Injunction, the court entered a 53-page opinion and order (the “Opinion”), which included *inter alia* an assessment of: the ‘897 Patent and its claims, prosecution history, and prior art; Emson’s arguments that Claim 1 of the ‘897 was anticipated and/or obvious in light of the prior art; and whether Spin Master was likely to prevail on its claim that the Emson Products infringed Claim 1 of the ‘897 Patent. The Opinion is attached as **Exhibit 7** hereto.

FIRST CLAIM FOR RELIEF

INFRINGEMENT OF U.S. PATENT NO. 9,675,897

41. Spin Master realleges and incorporates by reference the allegations of the prior paragraphs of this Complaint as though fully set forth herein.

42. Defendants are liable for patent infringement pursuant to 35 U.S.C. § 271, because they have directly and indirectly infringed and continue to infringe (literally and under the doctrine of equivalents) claims of the ‘897 Patent by (at least) using, selling, offering for sale, importing, and/or actively inducing others to use (for example, end users of their products by providing instructions and/or manuals) the Accused Products in the United States.

43. As set forth above, the Amazon Sellers sell and offer to sell the Accused Products in the United States via Amazon.com.

44. The Accused Products are covered by one or more claims of the ‘897 Patent. Each element of at least Claims 1, 2, 3, 4, 6, 7-10, 12, 13-19, 20, 21, and 23 of the ‘897 Patent reads on the Accused Products.

45. Defendants’ infringement of the ‘897 Patent has caused and continues to cause damage to Spin Master in an amount to be determined at trial. Spin Master is entitled to its

damages, including without limitation, lost business opportunities, reasonable royalties, lost profits, future lost profits, price erosion, and/or damage to goodwill.

46. Defendants' infringement of the '897 Patent has caused and will continue to cause immediate and irreparable harm to Spin Master for which there is no adequate remedy at law, unless this Court enjoins and restrains such activities.

47. Defendants had actual knowledge of the '897 patent.

48. Defendants have continued to offer infringing products after receiving notice of Spin Master's rights.

49. The Defendants knew of the '897 Patent, and their infringement of the "'897 Patent was knowing and willful.

50. Spin Master is entitled to enhanced damages pursuant to 35 U.S.C. § 284, and costs incurred prosecuting this action.

SECOND CLAIM FOR RELIEF

INFRINGEMENT OF U.S. PATENT NO. 7,980,916

51. Spin Master realleges and incorporates by reference the allegations of the prior paragraphs of this Complaint as though fully set forth herein.

52. The Defendants are liable for patent infringement pursuant to 35 U.S.C. § 271, because each has directly and indirectly infringed and continues to infringe (literally and under the doctrine of equivalents) claims of the '916 Patent by (at least) using, selling, offering for sale, importing, and/or actively inducing others to use (for example, end users of their products by providing instructions and/or manuals) the Accused Products in the United States.

53. As set forth above, the Amazon Sellers sell and offer to sell the Accused Products in the United States via Amazon.com.

54. The Accused Products are covered by one or more claims of the '916 Patent. Each element of at least Claims 1, 2, 4, 5, 10, 11, 23, 24, 25, 27, 28, 30, and 32-36 of the '916 Patent reads on the Accused Products.

55. Defendants' infringement of the '916 Patent has caused and continues to cause damage to Spin Master in an amount to be determined at trial. Spin Master is entitled to its damages, including without limitation, lost business opportunities, reasonable royalties, lost profits, future lost profits, price erosion, and/or damage to goodwill.

56. Defendants' infringement of the '916 Patent has caused and will continue to cause immediate and irreparable harm to Spin Master for which there is no adequate remedy at law, unless this Court enjoins and restrains such activities.

57. The Defendants had actual knowledge of the '916 patent.

58. Defendants have continued to offer infringing products after receiving notice of Spin Master's rights.

59. The Defendants knew of the '916 Patent, and their infringement of the '916 Patent was knowing and willful.

60. Spin Master is entitled to enhanced damages pursuant to 35 U.S.C. § 284, and costs, including attorneys' fees, incurred prosecuting this action.

THIRD CLAIM FOR RELIEF

INFRINGEMENT OF U.S. PATENT NO. 7,753,755

61. Spin Master realleges and incorporates by reference the allegations of the prior paragraphs of this Complaint as though fully set forth herein.

62. The Defendants are liable for patent infringement pursuant to 35 U.S.C. § 271, because each has directly and indirectly infringed and continues to infringe (literally and under the

doctrine of equivalents) claims of the '755 Patent by (at least) using, selling, offering for sale, importing, and/or actively inducing others to use (for example, end users of their products by providing instructions and/or manuals) the Accused Products in the United States.

63. As set forth above, the Amazon Sellers sell and offer to sell the Accused Products in the United States via Amazon.com.

64. The Accused Products are covered by one or more claims of the '755 Patent. Each element of at least Claims 1, 2, 5, 6, 11, 21, 23, and 24 of the '755 Patent reads on the Accused Products.

65. Defendants' infringement of the '755 Patent has caused and continues to cause damage to Spin Master in an amount to be determined at trial. Spin Master is entitled to its damages, including without limitation, lost business opportunities, reasonable royalties, lost profits, future lost profits, price erosion, and/or damage to goodwill.

66. Defendants' infringement of the '755 Patent has caused and will continue to cause immediate and irreparable harm to Spin Master for which there is no adequate remedy at law, unless this Court enjoins and restrains such activities.

67. Defendants had actual knowledge of the '755 patent.

68. Defendants have continued to offer infringing products after receiving notice of Spin Master's rights.

69. The Defendants knew of the '755 Patent, and their infringement of the '755 Patent was knowing and willful.

70. Spin Master is entitled to enhanced damages pursuant to 35 U.S.C. § 284, and costs, including attorneys' fees, incurred prosecuting this action.

FOURTH CLAIM FOR RELIEF

INFRINGEMENT OF U.S. PATENT NO. 8,979,609

71. Spin Master realleges and incorporates by reference the allegations of the prior paragraphs of this Complaint as though fully set forth herein.

72. The Defendants are liable for patent infringement pursuant to 35 U.S.C. § 271, because each has directly and indirectly infringed and continues to infringe (literally and under the doctrine of equivalents) claims of the '609 Patent by (at least) using, selling, offering for sale, importing, and/or actively inducing others to use (for example, end users of their products by providing instructions and/or manuals) the Accused Products.

73. As set forth above, the Amazon Sellers sell and offer to sell the Accused Products in the United States via Amazon.com.

74. The Accused Products are covered by one or more claims of the '609 Patent. Each element of at least Claims 1, 2-11, 14, 15, 17-22, and 24 of the '609 Patent reads on the Accused Products.

75. Defendants' infringement of the '609 Patent has caused and continues to cause damage to Spin Master in an amount to be determined at trial. Spin Master is entitled to its damages, including without limitation, lost business opportunities, reasonable royalties, lost profits, future lost profits, price erosion, and/or damage to goodwill.

76. Defendants' infringement of the '609 Patent has caused and will continue to cause immediate and irreparable harm to Spin Master for which there is no adequate remedy at law, unless this Court enjoins and restrains such activities.

77. Defendants had actual knowledge of the '609 patent.

78. Defendants have continued to offer infringing products after receiving notice of Spin Master's rights.

79. The Defendants knew of the '609 Patent, and their infringement of the '609 Patent was knowing and willful.

80. Spin Master is entitled to enhanced damages pursuant to 35 U.S.C. § 284, and costs, including attorneys' fees, incurred prosecuting this action.

FIFTH CLAIM FOR RELIEF

INFRINGEMENT OF U.S. PATENT NO. 10,398,995

81. Spin Master realleges and incorporates by reference the allegations of the prior paragraphs of this Complaint as though fully set forth herein.

82. Defendants are liable for patent infringement pursuant to 35 U.S.C. § 271, because they have directly and indirectly infringed and continue to infringe (literally and under the doctrine of equivalents) claims of the '995 Patent by (at least) using, selling, offering for sale, importing, and/or actively inducing others to use (for example, end users of their products by providing instructions and/or manuals) the Accused Products.

83. As set forth above, the Amazon Sellers sell and offer to sell the Accused Products in the United States via Amazon.com.

84. The Accused Products are covered by one or more claims of the '995 Patent. Each element of at least Claims 1, 9 and 18 of the '995 Patent reads on the Accused Products.

85. Defendants' infringement of the '995 Patent has caused and continues to cause damage to Spin Master in an amount to be determined at trial. Spin Master is entitled to its damages, including without limitation, lost business opportunities, reasonable royalties, lost profits, future lost profits, price erosion, and/or damage to goodwill.

86. Defendants' infringement of the '995 Patent has caused and will continue to cause immediate and irreparable harm to Spin Master for which there is no adequate remedy at law, unless this Court enjoins and restrains such activities.

87. Defendants had actual knowledge of the '995 patent.

88. Defendants have continued to offer infringing products after receiving notice of Spin Master's rights.

89. The Defendants knew of the '995 Patent, and their infringement of the '995 Patent was knowing and willful.

90. Spin Master is entitled to enhanced damages pursuant to 35 U.S.C. § 284, and costs incurred prosecuting this action.

PRAYER FOR RELIEF

WHEREFORE, Spin Master prays for relief as follows:

1. For judgment entered in favor of Spin Master that each Defendant has infringed one or more claims of the '897 Patent, the '755 Patent, the '609 Patent, the '897 Patent, and/or the '995 Patent;

2. That Spin Master be awarded its actual damages along with prejudgment interest according to proof, and enhanced damages pursuant to 35 U.S.C. § 284;

3. An order finding that Defendants' infringement has been willful, and that the circumstances presented justify trebling the damages awarded to Spin Master, as provided by 35 U.S.C. § 284;

4. For a preliminary and permanent injunction enjoining Defendants' and their parents, subsidiaries, officers, directors, agents, employees, licensees, and any persons acting in concert with them, along with related individuals and entities, representatives, OEMs, dealers,

distributors, and customers, from infringing Spin Master's patents;

5. For preliminary injunctive relief freezing the Defendants' Amazon and PayPal accounts and requiring sequestration of the Accused Products;

6. For injunctive relief requiring that the Defendants' stock of infringing products be destroyed;

7. A declaration that this is an exceptional case and an award to Plaintiff of its attorneys' fees incurred in prosecuting this action, as provided by 35 U.S.C. § 285, or as otherwise provided by law, whether by statute, common law or the Court's inherent power;

8. Costs, expenses and fees;

9. Pre-judgment interest at the legally allowable rate on all amounts owed; and

10. For all other and further relief deemed just and proper by the Court.

DEMAND FOR JURY

Spin Master demands trial by jury on all issues triable as a matter of right at law.

New York, New York
August 11, 2023

MINTZ, LEVIN, COHN, FERRIS,
GLOVSKY AND POPEO, P.C.

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