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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

PLASTIC DEVELOPMENT GROUP, LLC,
a Michigan limited liability company,

Plaintiff,

v.

YITA LLC, a Washington limited liability
company,

Defendant.

NO. 2:23-cv-1422

COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff, Plastic Development Group, LLC (hereinafter, “Plaintiff”), by and through its
2 undersigned counsel, and for its Complaint against Defendant, YITA LLC (d/b/a Oedro,
3 YitaMotor, and/or YitaHome) (hereinafter, “Defendant”) alleges as follows:

4 **PARTIES AND JURISDICTION**

5 1. Plaintiff, Plastic Development Group, LLC, is a limited liability company
6 organized and existing under the laws of the State of Michigan, having its principal place of
7 business at 24445 Northwestern Highway, Suite 101, Southfield, Michigan 48075.

8 2. Plaintiff is the owner of all right, title, and interest in United States Patent No.
9 11,608,209, entitled “Deck Storage Box” (hereinafter, “the ’209 Patent”), which was duly and
10 legally issued by the United States Patent Office on March 21, 2023. *See Exhibit A* (’209
11 Patent).

12 3. Plaintiff brings this action pursuant to its rights to assert infringement of the ’209
13 Patent, under Title 35 of the United States Code. Accordingly, this Court has subject matter
14 jurisdiction over the claims in this case pursuant to 28 U.S.C. §§ 1331 and 1338.

15 4. Defendant, Yita, LLC, is a Washington limited liability company with its
16 principal place of business at 18220 80th Place South, Kent, Washington 98032.

17 5. As detailed below, Defendant markets, sells, and distributes infringing products
18 nationwide. Because Defendant’s principal place of business is in this judicial forum, and since
19 Defendant sells infringing products nationwide—including in this district—this Court has
20 personal jurisdiction over Defendant based on its contacts within this judicial district and division
21 (including Defendant’s acts of infringement of the ’209 Patent). For the same reasons, venue is
22 proper in this district pursuant to 28 U.S.C. §§ 1391 and 1400(b).

23 **GENERAL ALLEGATIONS**

24 6. Plaintiff specializes in folding tables, chairs, shutters, deck boxes, and other lawn
25 and garden products. Plaintiff sells its products to retailers in container quantity, and has
26 established notable retail partnerships with companies such as Home Depot, Menard, Target,
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1 Lowe's, Kohls, Tractor Supply, Ollies, Big Lots, Mills, Amazon, Wayfair, and Bed Bath &
2 Beyond.

3 7. Plaintiff utilizes manufacturing facilities around the globe to produce an
4 assortment of plastic, metal, and wood consumer products. Plaintiff protects its product designs
5 by filing, licensing, and/or acquiring patents on each of its innovative product offerings.

6 8. Defendant is a competitor of Plaintiff. Defendant sells outdoor tables, chairs, deck
7 boxes, and other lawn and garden products. In this instance, Defendant learned of the success
8 that Plaintiff enjoyed as it related to Plaintiff's deck box sales, so Defendant decided to
9 manufacture and sell the same product. At the time it decided to sell an infringing product,
10 Defendant knew of Plaintiff's patent and nevertheless decided to knowingly and willfully sell an
11 infringing deck box.

12 9. On April 17, 2023, Plaintiff served Defendant with a letter putting Defendant on
13 notice of its infringement. Yet Defendant continued to sell infringing products.

14 **THE ASSERTED PATENT**

15 10. Plaintiff is the owner of all right, title, and interest in United States Patent No.
16 11,608,209 ('209 Patent), entitled "Deck Storage Box", which was duly and legally issued by the
17 United States Patent Office on March 21, 2023.

18 11. A true and correct copy of the '209 Patent is attached as **Exhibit A**.

19 12. Additionally, Plaintiff recently received a Notice of Allowance relating to a
20 continuation patent to the '209 Patent (Application No. 17/505,727; Ref: 097195-00026; App.
21 Status: Published). Once issued, the patent will be added to this lawsuit, as its claims cover
22 products currently being sold by Defendant (including the infringing deck box referenced above
23 and below), as well as other products that may be sold by Defendant.

24 **COUNT I – INFRINGEMENT OF THE '209 PATENT**

25 13. Defendant has been and is now infringing on and/or otherwise acting in violation
26 of Plaintiff's rights with respect to the '209 Patent in violation of 35 U.S.C. § 271(a) by, among
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1 other things, making, selling, offering to sell, and/or using in the United States, products covered
2 by at least claims 1, 8, 11, and 17 of the '209 Patent.

3 14. Defendant does not have any license, authorization, consent, or permission from
4 Plaintiff (or any other party having any interest in, or related to, the '209 Patent) to manufacture,
5 use, offer to sell, or sell any product embodying the subject matter of any claim of the '209 Patent,
6 or to engage in any other activity that would, in the absence of any license, authorization,
7 permission, or consent, infringe upon or in any way violate any right or interest of Plaintiff in or
8 relating to the '209 Patent.

9 15. Defendant has been infringing and/or otherwise violating Plaintiff's rights with
10 respect to at least claims 1, 8, 11, and 17 of the '209 Patent by, among other things,
11 manufacturing, using, offering for sale, and/or selling in this district and elsewhere throughout
12 the United States, deck storage boxes which embody the subject matter of at least claims 1, 8,
13 11, and 17 of the '209 Patent, and will continue to do so unless and until enjoined by this Court.

14 16. Defendant sells the infringing deck storage box to a wide customer base, spanning
15 many jurisdictions, as well as through online retailers.¹

16 17. Defendant makes a multitude of deck storage boxes with an easy to install "slide
17 and snap" design. For example, different colors and sizes of these deck storage boxes are sold
18 in the United States.

19 18. Defendant has, with full knowledge of the '209 Patent, commenced and/or
20 continued infringement of and/or otherwise acted in violation of Plaintiff's rights with respect to
21 the claims of the '209 Patent in willful disregard of Plaintiff's rights thereunder.

22 19. Further, Defendant has, with full knowledge of the '209 Patent, actively induced
23 others to infringe at least claims 1, 8, 11, and 17 of the '209 Patent.

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26 ¹ See, e.g., (1) <https://www.amazon.com/YITAHOME-Outdoor-Storage-Waterproof-Lockable/dp/B08PP4MLBV>;
27 (2) <https://www.yitahome.com/home-storage-organization/outdoor-storage/deck-boxes>; (3)
[https://www.walmart.com/browse/patio-garden/deckboxes/yitahome/542880189055374562](https://www.walmart.com/browse/patio-garden/deckboxes/yitahome/542880189055374562/YnJhbmQ6WUIUQUhPTUUiet)
[/YnJhbmQ6WUIUQUhPTUUiet](https://www.walmart.com/browse/patio-garden/deckboxes/yitahome/542880189055374562/YnJhbmQ6WUIUQUhPTUUiet).

1 20. The claims of the '209 Patent that are infringed are valid and enforceable and the
2 '209 Patent is valid, unrevoked, enforceable, in force, and subsisting.

3 21. The acts of Defendant complained of herein have been and are now being done
4 willfully and with knowledge, or reason to know, that they violate Plaintiff's rights under and
5 related to the '209 Patent including, but not limited to, infringement of the '209 Patent.

6 22. By way of example, and without limitation, Defendant sells a product that it
7 markets to consumers as "The YitaHome Deck Box." Plaintiff has attached to this Complaint as
8 **Exhibit B** a Claim Chart that breaks down and illustrates some of the ways in which this accused
9 product infringes the '209 Patent.

10 23. The Claim Chart attached as **Exhibit B** is hereby incorporated by reference (but,
11 of course, is subject to revision and amendment pursuant to this Court's procedural rules).

12 24. As a direct and proximate consequence of the acts and practices of Defendant in
13 infringing, directly and/or indirectly, one or more claims of the '209 Patent, Plaintiff has suffered,
14 is suffering, and will continue to suffer injury and damages for which it is entitled to relief under
15 35 U.S.C. § 284, in an amount to be determined at trial.

16 25. Further, as a direct and proximate consequence of the acts and practices of
17 Defendant in infringing, directly and/or indirectly, one or more claims of the '209 Patent, Plaintiff
18 is continuously and irreparably harmed. Plaintiff brings this suit to secure appropriate relief and
19 ensure adequate compensation as a result of Defendant's manufacture, use, sale, and offer for
20 sale of Plaintiffs' patented technology pursuant to 35 U.S.C. § 271(a), either literally and/or under
21 the doctrine of equivalents.

22 26. Defendant's infringement activities will continue to injure Plaintiff unless and
23 until this Court enters an injunction prohibiting further infringement and, specifically, enjoining
24 further direct and indirect infringement of the '209 Patent. If Defendant's conduct is not stopped,
25 Plaintiff will continue to suffer competitive harm, irreparable injury, and significant damages.
26 Because Plaintiff has no adequate remedy at law, Plaintiff seeks injunctive relief in addition to
27 damages.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for at least the following relief:

3 A. A preliminary and permanent injunction against Defendant enjoining it from and
4 against any and all further and/or continued infringement, contributory infringement, and active
5 inducement of infringement of the claims of the '209 Patent.

6 B. An accounting of damages to Plaintiff resulting from Defendant's infringement,
7 contributory infringement, active inducement of infringement, and any and all other compensable
8 violations of Plaintiff's rights pertaining to the '209 Patent, together with a trebling of all such
9 damages because of the knowing, willful and wanton nature of Defendant's conduct and the
10 exceptional nature of this case pursuant to 35 U.S.C. § 285.

11 C. An assessment of interest on all damages.

12 D. That this Court award Plaintiff its attorneys' fees, costs and expenses in this action
13 under 35 U.S.C. § 285.

14 E. Such other, further, and additional relief as this Court may deem reasonable and
15 just.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby requests a jury to try any factual issue triable of right before a jury.

18 DATED: September 12, 2023.

19 **SAVITT BRUCE & WILLEY LLP**

20
21 By: /s/ Duncan E. Manville
22 Duncan E. Manville, WSBA #30304
23 1425 Fourth Avenue, Suite 800
24 Seattle, Washington 98101-2272
25 Tel.: (206) 749-0500
26 Fax: (206) 749-0600
27 Email: dmanville@sbwllp.com

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DICKINSON WRIGHT PLLC

By: /s/ Mark Jotanovic
 /s/ Michael N. MacCallum
 /s/ Kory M. Steen

Mark Jotanovic (*pro hac vice* forthcoming)
Michael N. MacCallum (*pro hac vice* forthcoming)
Kory M. Steen (*pro hac vice* forthcoming)
2600 W. Big Beaver Road, Suite 300
Troy, Michigan 48084-3312
Tel.: (248) 433-7200
Fax: (248) 670-6009
Email: MJotanovic@dickinson-wright.com
 MMacCallum@dickinson-wright.com
 KSteen@dickinson-wright.com

Attorneys for Plaintiff Plastic Development Group, LLC