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7 *Globe Union Industrial Corp.*

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10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

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13 GLOBE UNION INDUSTRIAL CORP.,) CASE NO. 24-cv-5205
14)
Plaintiff,)
15) **COMPLAINT FOR PATENT**
v.) **INFRINGEMENT**
16)
MEIJIE FAUCET COMPANY, LTD.,) **JURY TRIAL DEMANDED**
17)
Defendant.)
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1 Plaintiff Globe Union Industrial Corp. (“Globe Union”), by and through its attorneys, and for
2 its Complaint against Defendant Meijie Faucet Company, Ltd. (“Meijie” or “Defendant”), hereby
3 alleges as follows:

4 **NATURE OF ACTION**

5 1. This is an action for infringement of Globe Union’s United States Patent No. 8,397,752
6 (“the ’752 patent” or “the Patent-in-Suit”). The patent relates generally to a finished product of an
7 integral plastic faucet member and a process for fabricating same.

8 **THE PARTIES**

9 2. Globe Union is a corporation organized and existing under the laws of Taiwan with a
10 principal place of business located at No. 22, Jianguo Rd., Tanzi District, Taichung City 427, Taiwan.

11 3. Upon information and belief, Meijie Faucet Company, Ltd. is a corporation organized
12 and existing under the laws of China, and has its principal place of business at 250 Building, LongQu
13 Industrial Zone, DaSanCun, DaShuiKeng, GuanLan, Shenzhen, China.

14 **JURISDICTION AND VENUE**

15 4. This is an action for patent infringement arising under the United States Patent Laws,
16 35 U.S.C. § 100 et seq.

17 5. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

18 6. This Court has personal jurisdiction over Meijie, and venue is proper in this district
19 pursuant to at least 28 U.S.C. §§ 1391, 1400(b), because Meijie Faucet Company Ltd. is a foreign
20 corporation. Meijie has purposefully availed itself of the privilege of conducting activities within
21 California and within this district, and the claims by Globe Union arise out of and/or relate to Meijie’s
22 contacts with this forum.

23 7. Meijie’s activities include, but are not limited to, directing its products to customers of
24 California and customers in this district, marketing specifically to California customers and customers
25 in this district, and offering its products—including the accused products—to customers of California,
26 and importing its products through California ports. On its own website, Meijie specifically markets
27 itself and its products as having “CAL-GREEN” (California Green certification) and “NSF” (National
28 Science Foundation) certifications, tailoring them to customers in this district, in California, and in the

1 U.S. In addition, Meijie also has identified several “Partner Brand[s],” including Lowe’s, The Home
2 Depot, ACE, and others that not only do business in California but also market products to customers
3 in California. These “Partner Brand[s]” also maintain retail stores in this district to provide Meijie
4 products to local consumers. For example, Lowe’s, which Meijie identified as one of its partner brands,
5 makes the accused products available and ready for customer purchase and pickup in various retail
6 stores in this district, including Lowe’s stores in Sunnyvale, Fremont, San Jose, and Union City.

7 **FACTUAL BACKGROUND**

8 8. Globe Union is one of the world’s leading providers of kitchen and bath appliances and
9 products. It is a cutting-edge innovator in research, development, and design of kitchen and bathroom
10 products, including faucets. Globe Union’s designs, products, and solutions are marketed and sold in
11 many retail channels in the U.S., drawing consumer demand and loyalty as a result of product quality,
12 design, and reliability.

13 9. Meijie markets and provides faucets and faucet components. Meijie products include
14 infringing components used in faucets, such as model nos. 5288074 and 5288075 of Webber Faucets
15 and faucets marketed under the Project Source brand. Meijie replicates and imitates the products that
16 Globe Union offers, taking, copying, and/or infringing Globe Union’s patented features to offer
17 similar, competing faucets and faucet components. Meijie also supplies these Webber Faucets
18 containing patent-infringing faucet components. To the detriment of Globe Union, Meijie has profited
19 from its infringement and from the market and customer demands Globe Union created.

20 **COUNT I**

21 **Infringement of U.S. Patent No. 8,397,752**

22 10. Globe Union is the owner of the entire right, title, and interest in the ’752 patent,
23 which was duly and legally issued by the United States Patent and Trademark Office on March 19,
24 2013. The ’752 patent is entitled “Process for Fabricating Integral Plastic Faucet Member and
25 Finished Product Thereof.” A true and correct copy of the ’752 patent is attached hereto as Exhibit
26 A.

1 11. Meijie has infringed claim 1 of the '752 patent under 35 U.S.C. § 271 (a), (b), and/or
2 (c) by, among other things, offering for sale and selling to its customers certain Webber Faucets,
3 including at least model nos. 5288074 and 5288075, that contain infringing faucet components.

4 12. Meijie has infringed, directly or indirectly, claim 1 of the '752 patent, either literally
5 and/or under the doctrine of equivalents.

6 13. The Webber Faucets contain “finished product[s] of an integral plastic faucet member”
7 as claimed in the '752 patent. Exemplary images of the faucet member, the faucet, and its packaging
8 are provided below:

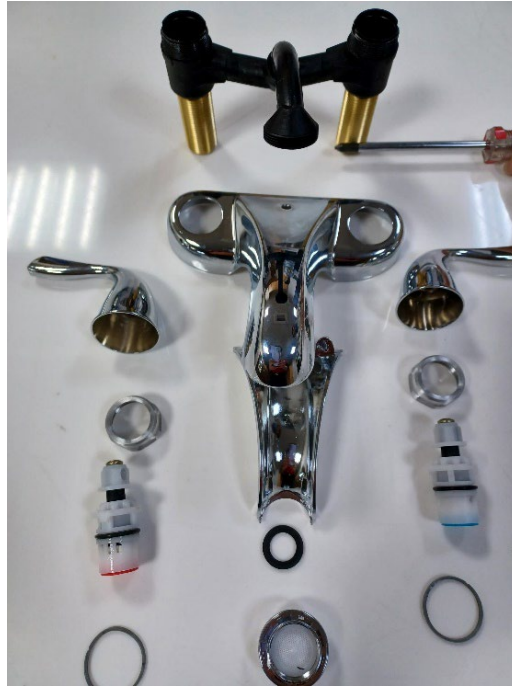


18 Exemplary image of the faucet member in model no. 5288075



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Exemplary image of model no. 5288075 and its packaging



Exemplary image of the components of model no. 5288075



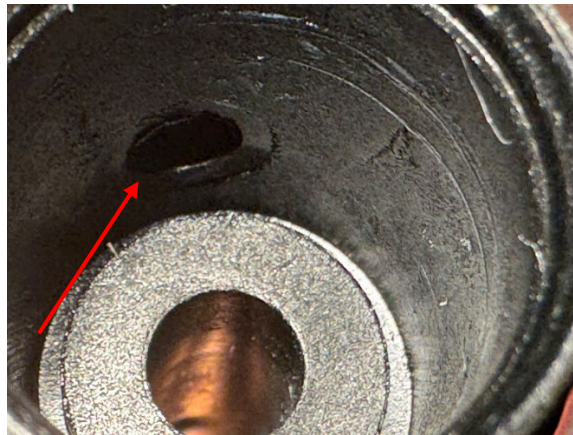
Exemplary image of the packaging of model no. 5288075

14. Each faucet member of Webber Faucets includes “a first part, integrally injection molded from a plastic material and formed in a hollowly elongated tube shape,” as shown below.

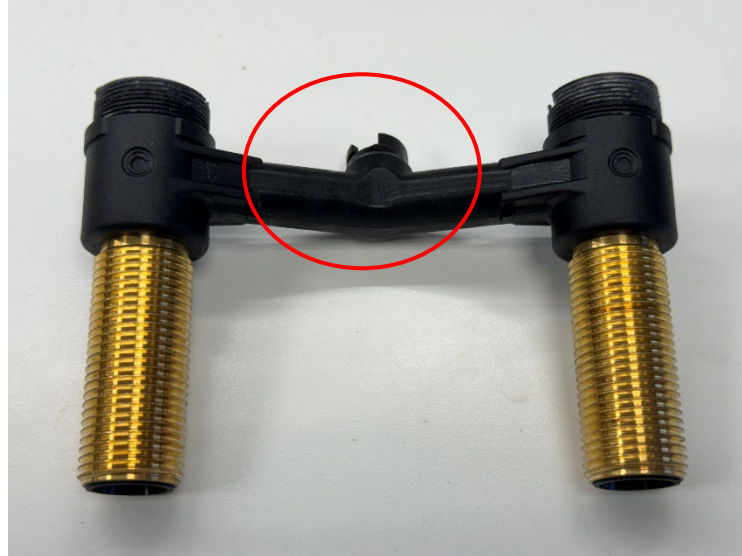
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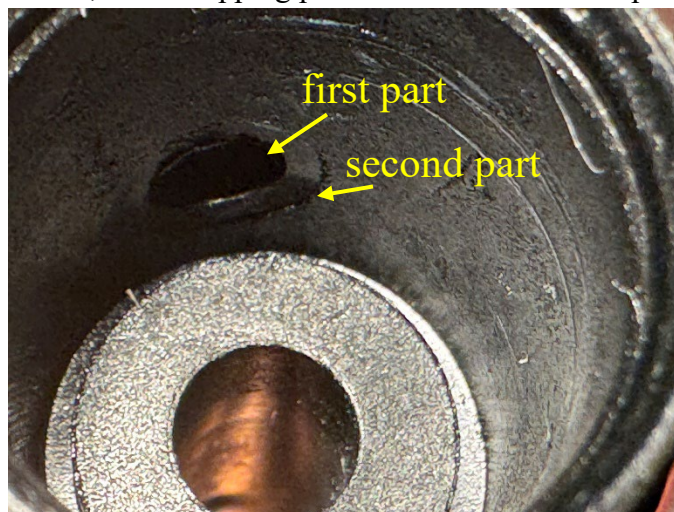
15. The following elements are also present in the faucet members of the Webber Faucets: “each of two ends of the first part having an inner water inlet, the inner water inlet having an opening defined in an axial direction thereof and parallel to a flowing passage, being communicated between two inner water inlets,” as shown below.



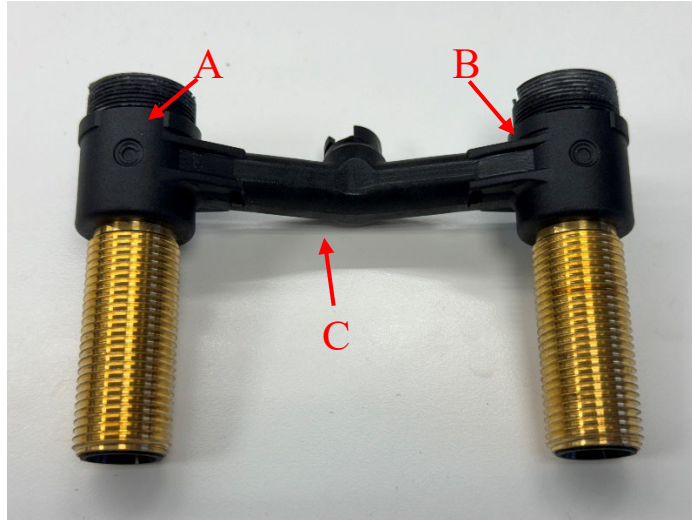
1 16. Each faucet member of the Webber Faucets includes “at least one inner water outlet in
2 communication with the flow passage being disposed at a predetermined position of the flow passage,”
3 as shown below.



13 17. Each faucet member of the Webber Faucets includes “a second part, being wrapped
14 around the first part through integral injection of a plastic material and at least comprising a wrapping
15 part and two valve seat parts, the wrapping part being integrally wrapped around an outer surface of
16 the first part,” as shown below, with wrapping part C and two valve seat parts A and B.



1 18. Wrapping part C is integrally wrapped around the outer space of the elongated part:



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11 19. Each faucet member of the Webber Faucets has “at least one outer water outlet
12 substantively used as a connecting hole and communicating with the inner water outlet of the first
13 part,” as shown below.



22 20. Each faucet member of the Webber Faucets includes “the two valve seat parts being
23 integrally connected to two end sides of the wrapping part, each valve seat part being formed with a
24 mounting groove, and the mounting grooves being respectively in communication with the two inner
25 water inlets at the two ends of the first part, and the two inner water inlets are located at inner walls of
26 the mounting grooves of a connection of the wrapping part and the two valve seat parts,” as shown
27 below.

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21. Each faucet member of the Webber Faucets includes “two copper members,” as shown below.

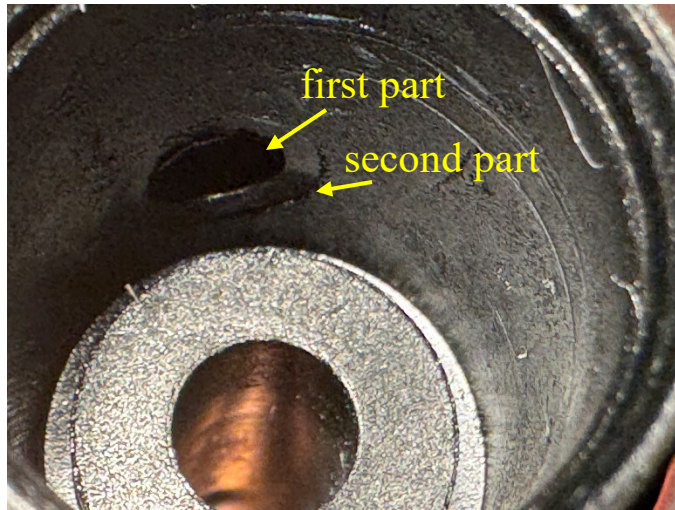


22. The second part of each faucet member of the Webber Faucets further comprises “two support leg parts, the support leg parts respectively integrally extending from bottom ends of the valve seat parts, each support leg part having a flow passage therein, the flow passages being respectively in communication with the mounting grooves of the corresponding valve seat parts, and an outer water inlet being formed on each of the flow passages at the bottom end of each of the support leg parts,” as shown below.

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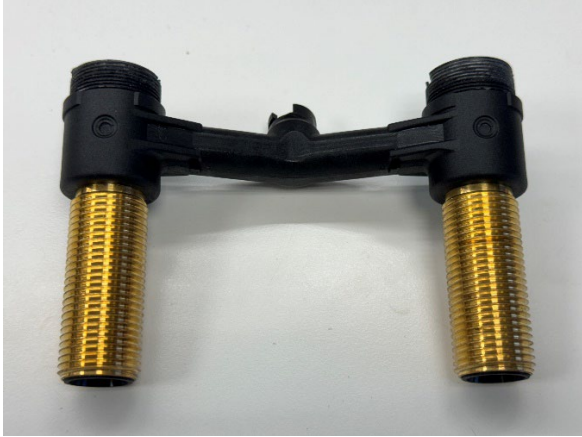


23. For each faucet member of the Webber Faucets, “the first part and the second part are integrally injection molded from a plastic material of glass fiber mixed with nylon,” as illustrated below.



24. For each faucet member of the Webber Faucets, “the outer peripheral wall of each support leg part is engaged with and fixed to each of the two copper members, and two outer peripheral walls of the two copper members have external threads,” as shown below.

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25. Meijie has had knowledge of the '752 patent, at least because Globe Union has identified the '752 patent among its other IP rights on its website (<https://en.globeunion.com/hybrid-integrated-plastic-inner-body/>) and because Globe Union identified the '752 patent as early as December 12, 2023, with a notice of infringement to Meijie.

26. Upon information and belief, Meijie has infringed the '752 patent in an egregious and willful manner and with knowledge of the '752 patent. Meijie also has been willfully blind to the risk of infringement.

27. Meijie's infringement of the '752 patent has caused and continues to cause damages and irreparable harm to Globe Union.

PRAYER FOR RELIEF

WHEREFORE, Globe Union respectfully prays that the Court enter judgement in its favor and award the following relief against Meijie:

- A. Find that Meijie has infringed the Patent-in-Suit;
- B. Find that Meijie's infringement has been willful;
- C. Preliminarily and permanently enjoin Meijie and its officers, directors, employees, agents, licensees, representatives, affiliates, related companies, servants, successors and assigns, and any and all persons acting in privity or in concert with any of them, from further infringing the Patent-in-Suit;
- D. Award Globe Union damages pursuant to 35 U.S.C. § 284;
- E. Order that damages for infringement be trebled under 35 U.S.C. § 284;

1 F. Award Globe Union pre- and post-judgment interest on all damages awarded, as well
2 as supplemental damages;

3 G. Find this case exceptional and award Globe Union its costs and attorney's fees under
4 35 U.S.C. § 285; and

5 H. Award and grant Globe Union such other and further relief as the Court deems just
6 and proper under the circumstances.

7 **DEMAND TRIAL BY JURY**

8 Globe Union demands a jury trial on all matters.

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11 Dated: August 15, 2024

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