

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

Shenzhen Aixining Trading Co., Ltd.)	
)	Case No. 24-cv-11459
Plaintiff,)	
)	JURY TRIAL DEMANDED
v.)	
)	
Nengwu He)	
)	
Defendant.)	

COMPLAINT

Plaintiff Shenzhen Aixining Trading Co., Ltd.¹ (“Aixining” or “Plaintiff”) for its Complaint against Defendant Nengwu He (“Mr. He” or “Defendant”) alleges:

NATURE OF THE ACTION

1. This is a civil action arising under the Declaratory Judgment Act, 28 U.S.C. § 2201 et seq. and the Patent Laws of the United States, 35 U.S.C. § 1 et seq. for declaratory judgment of non-infringement and invalidity of U.S. Patent Number D1,029,109 (the ‘109 Design Patent) (attached as Exhibit 1).

2. Plaintiff brings the declaratory judgment action in view of the actual controversy that Defendant has created by asserting the ‘109 Design Patent against Plaintiff by filing complaints alleging patent infringement with Amazon.com, affecting Plaintiff’s ability to sell its products to consumers in this district.

¹ Plaintiff’s name as shown on Amazon seller information section is “shenzhenshiaixiningmaoyiyouxian gongsi”, which is the romanization (“Pinyin”) of Chinese characters for “Shenzhen Aixining Trading Co., Ltd.”

THE PARTIES

3. Shenzhen Aixining Trading Co., Ltd is a Chinese corporation with a principal place² of business in Room 1104, Block A, Building 4, Shangshui Tiancheng, No. 299, Jihua Road, Shuijing Community, Jihua Street, Longgang District, Shenzhen, Guangdong, China 518100.

4. Upon information and belief, Mr. He is a Chinese individual. The Application Data Sheet filed with the application for the '109 Design Patent lists Mr. He's address as: No. 204, Nanling Village, Daping Township, Pingjiang County, Yueyang, Hunan, China.

JURISDICTION AND VENUE

5. The Court has subject matter jurisdiction over the patent claims in this action under the Declaratory Judgment Act, 28 U.S.C. § 2201 et seq., and under 28 U.S.C. §§ 1331 and 1338(a) because the action arises under the patent laws of the United States, Title 35 U.S.C. § 1 et seq.

6. Defendant has wrongfully caused Plaintiff substantial injury in the State of Illinois, and venue is proper in this Court under 28 U.S.C. § 1391(b).

7. This Court may properly exercise personal jurisdiction over Defendant at least because Defendant's actions have affected Plaintiff's ability to sell its products to consumers in this district and Defendant thus had fair warning that he may be hauled into court here.

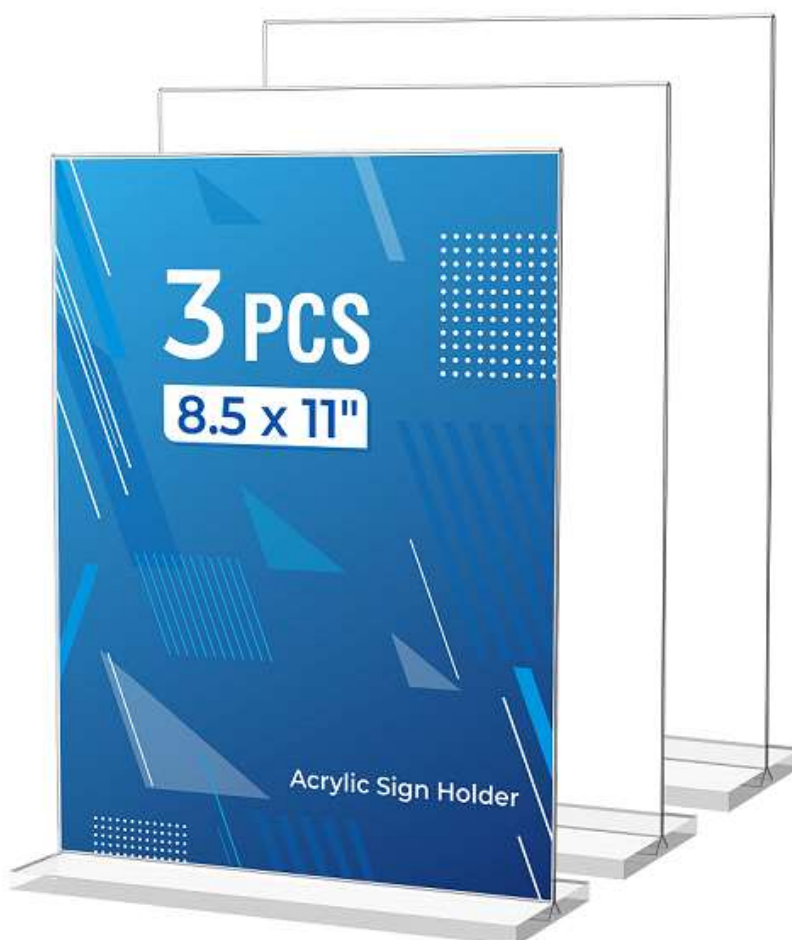
² Plaintiff's principal place of business as shown on Amazon seller information section is "LongGangQu JiHuaJieDaoShuiJingSheQuJiHuaLu299Hao, ShangShuiTianCheng4DongAZuo1104, ShenZhenShi, GuangDongSheng, 518100 CN", which is the romanization ("Pinyin") of Chinese characters for "Room 1104, Block A, Building 4, Shangshui Tiancheng, No. 299, Jihua Road, Shuijing Community, Jihua Street, Longgang District, Shenzhen, Guangdong, China 518100".

FACTS

8. Until recently, Plaintiff has sold acrylic sign holders through Amazon.com via storefront Dooiclear under Amazon Standard Identification Numbers (ASINs) B0D7SFJY17 and B0D7SDMFKB (collectively, the “Accused Products”).

9. The products sold under ASINs B0D7SFJY17 and B0D7SDMFKB differ only by one ASIN having three (3) individual sign holders and the other ASIN having six (6) individual sign holders. The products sold under ASINs B0D7SFJY17 and B0D7SDMFKB have identical ornamental appearance.

10. Acrylic sign holders sold under ASINs B0D7SFJY17 and B0D7SDMFKB are shown in the following image.



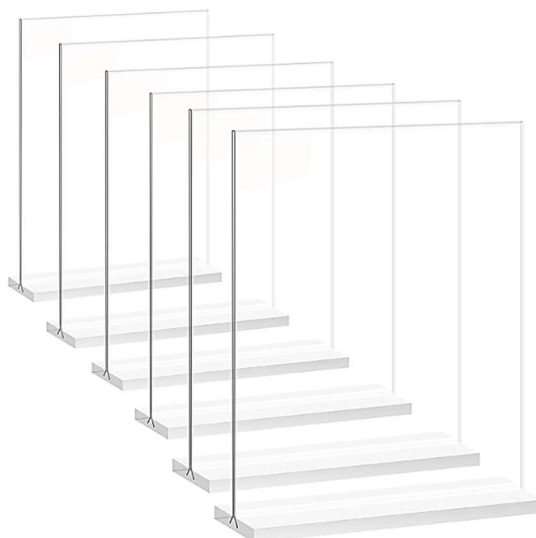
11. On September 17, 2024, the Accused Products were de-listed from Amazon, and Plaintiff received a notice from Amazon stating that the Accused Products were de-listed due to violations of Amazon’s policies; specifically, a design patent infringement report was filed under Complaint ID 16032214821 alleging that the Accused Products infringe the ‘109 Design Patent.

12. On October 21, 2024, the Accused Products were reinstated by Amazon without notice, and on October 23, 2024, Plaintiff received a notice from Amazon stating that the Accused Products were restored by Amazon without further explanation.

13. Due to the delisting of the Accused Products from September 17, 2024 through October 21, 2024, Plaintiff suffered monetary damage due to lost sales.

14. In view of Mr. He’s allegation of infringement that resulted in the Amazon de-listings, there is an actual and ongoing controversy between Plaintiff and Mr. He.

15. The Accused Products sold by Plaintiff under ASINs B0D7SFJY17 and B0D7SDMFKB are in all material respects the same as the product shown – and publicly available – at least as early as December 10, 2019 via the Amazon posting of ASIN B07YNNJ2TB (the “December 10, 2019 ASIN B07YNNJ2TB Listing”, <https://www.amazon.com/dp/B07YNNJ2TB>, attached as Exhibit 2, a representative figure of which is reproduced below.

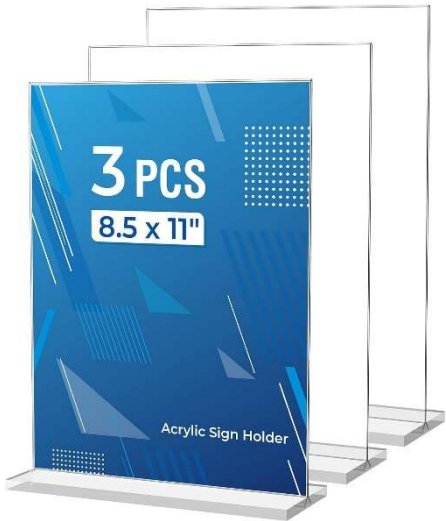
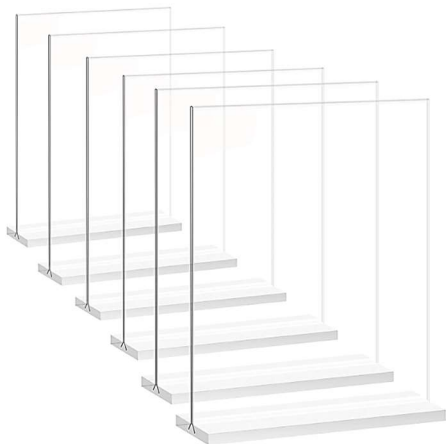
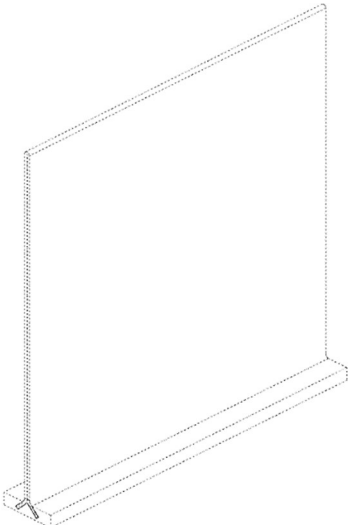


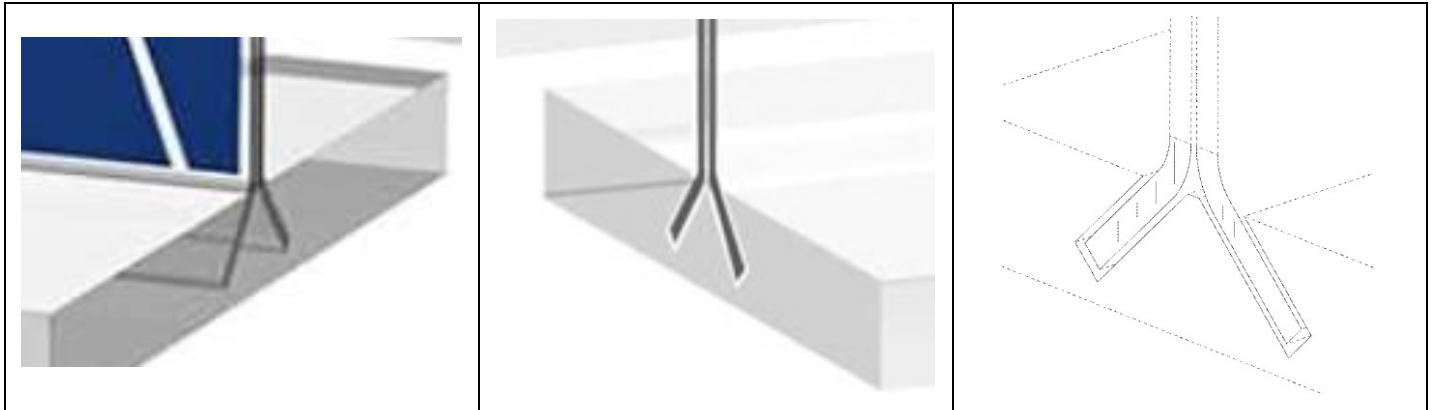
16. The application for the ‘109 Design Patent was filed on May 15, 2023.

17. The December 10, 2019 ASIN B07YNNJ2TB Listing is prior art to the ‘109 Design Patent under 35 U.S.C. § 102 at least because the December 10, 2019 ASIN B07YNNJ2TB Listing is about three and half (3.5) years before the priority date (May 15, 2023) of the ‘109 Design Patent.

18. The product shown in the December 10, 2019 ASIN B07YNNJ2TB Listing is prior art to the ‘109 Design Patent under 35 U.S.C. § 102 at least because the product shown in the December 10, 2019 ASIN B07YNNJ2TB Listing is about three and half (3.5) years before the priority date (May 15, 2023) of the ‘109 Design Patent.

19. Comparison figures of the Accused Products, the December 10, 2019 ASIN B07YNNJ2TB Listing, and the ’109 Design Patent are reproduced below.

The Accused Products	The December 10, 2019 ASIN B07YNNJ2TB Listing	The ’109 Design Patent (Priority Date: May 15, 2023)
		



20. The '109 Design Patent issued on May 28, 2024.

21. No assignment for the '109 Design Patent has been recorded with the U.S. Patent & Trademark Office.

22. Upon information and belief, Defendant purports to own all rights to the '109 Design Patent.

23. Defendant's actions have caused Plaintiff to lose profit.

**Count I
Declaratory Judgment
Invalidity of the '109 Design Patent - Anticipation**

24. The allegations of each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

25. The '109 Design Patent is invalid under 35 U.S.C. § 102 as being anticipated by at least one of: (a) the December 10, 2019 ASIN B07YNNJ2TB Listing; (b) the product shown in the December 10, 2019 ASIN B07YNNJ2TB Listing; (c) one or more other publications showing the patented design before Defendant filed the application for the '109 Design Patent; or (d) one or more other sales of products having the patented design before Defendant filed the application for the '109 Design Patent.

Count II
Declaratory Judgment
Invalidity of the '109 Design Patent - Obviousness

26. The allegations of each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

27. If the '109 Design Patent is not invalid as anticipated, the '109 Design Patent is invalid under 35 U.S.C. § 103 as obvious in view of at least one of: (a) the December 10, 2019 ASIN B07YNNJ2TB Listing; (b) the product shown in the December 10, 2019 ASIN B07YNNJ2TB Listing; (c) one or more other publications showing the patented design before Defendant filed the application for the '109 Design Patent; or (d) one or more other sales of products having the patented design before Defendant filed the application for the '109 Design Patent.

Count III
Declaratory Judgment
Non-Infringement of the '109 Design Patent

28. The allegations of each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

29. Given the closeness of the Accused Products and the prior art raised by Plaintiff, if the '109 Design Patent is not invalid as anticipated or obvious, then the Accused Products do not infringe the '109 Design Patent.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff asks this Court to:

- a. Find that the '109 Design Patent is invalid as anticipated and/or obvious;

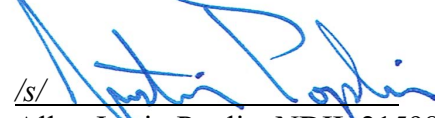
- b. Find that the Accused Products do not infringe the ‘109 Design Patent;
- c. Award Plaintiff a permanent injunction enjoining Defendant from asserting the ‘109 Design Patent against the Accused Products;
- d. Award Plaintiff its reasonable attorney fees if this Court finds that this case is an “exceptional case” under 35 U.S.C. § 285; and
- e. Award Plaintiff other and further relief as may be proper under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiff requests a trial by jury under Rule 38 of the Federal Rules of Civil Procedure of all issues that may be determined by a jury.

Dated: November 6, 2024

Respectfully Submitted,



/s/
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VERIFICATION

I, Qiqi Huang, hereby declare and state that:

1. I am the general manager and of Shenzhen Aixining Trading Co., Ltd. (“Plaintiff” or “Aixining”). As such, I am authorized to make this affidavit on behalf of Aixining.
2. I have read the forgoing verified complaint, and based on my personal knowledge and my knowledge of information reported to me by subordinates and colleagues who report to me, the factual allegations contained in the forgoing verified complaint are true.

I declare that all statements made herein are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both under 18 U.S.C. §1001.

Qiqi Huang

Qiqi Huang

Signed this 6th day of November 2024