

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

Dangyang Zhicheng Network Co., Ltd ., and
Zhongshan Dongfeng Town Xiaoyouyou
Paper Trading Company,

Plaintiffs,

v.

Zixian Guo,

Defendant.

CASE NO.

Jury Demand

COMPLAINT

This is an action brought under the Declaratory Judgment Act by Plaintiffs Dangyang Zhicheng Network Co., Ltd . d/b/a as TimeLove, (“TimeLove”) and Zhongshan Dongfeng Town Xiaoyouyou Paper Trading Company(Sole Proprietor). d/b/a as only sheep (“only sheep”) (collectively “Plaintiffs”), against Defendant Zixian Guo (“Defendant”). Upon actual knowledge with respect to itself and its acts, and upon information and belief as to all other matters, Plaintiffs alleges as follows:

NATURE OF THE ACTION

1. This court has original jurisdiction over the subject matter of this action pursuant to the Patent Act, 35 U.S.C. §§ 101, 102, 103 et seq., pursuant to 28 U.S.C. §§ 1331, 1332(a) and (c), 1338(a), and pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.

2. This is an action under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, seeking a declaratory judgment that Plaintiff has not infringed any alleged Patent of Defendant (including any of Defendants’ predecessors and/or successors in interest), directly, contributorily, or vicariously.

3. This is an action under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, seeking a declaratory judgment that Defendant's Patent U.S. Patent No. D891534 is invalid under at least 35 U.S.C. §§ 102 and 103.

4. This action arises from Defendant's filing of fraudulent Patent infringement complaint to Amazon, causing Amazon to de-list Plaintiff's top selling product from the market, which could lead to the total annihilation of Plaintiff's business.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction under 28 U.S.C. §§ 2201, 2202, 1331, 1338(a), because this action arises under the laws of the United States, in particular the Patent Act of the United States, 35 U.S.C. § 100 et seq.

6. An actual case or controversy exists between the parties to this action. Defendant filed the patent infringement complaint to Amazon which resulted in the removal of Plaintiff's Amazon product listings. Product delisting from Amazon has stopped Plaintiff's product sales on Amazon and caused significant financial loss in the United States, including Chicago, Illinois. Defendant's actions thereby give rise to an actual controversy under 28 U.S.C. §§ 2201 et. seq.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over the Defendant since the Defendant has directly availed herself of the United States, including Illinois, by filing a fraudulent patent infringement complaint against Plaintiffs with Amazon, causing Plaintiffs' ASINs to be taken down by Amazon, which has affected sales and activities in the state of Illinois. Specifically, this Court has personal jurisdiction under FRCP 4(k)(2) over the Defendant because the claims arise under federal law, the Defendant is not subject to jurisdiction in any state, as Defendant is hiding in China, and the assertion of personal jurisdiction is reasonable and fair.

THE PARTIES

THE PLAINTIFF

8. Danyang Zhicheng Network Co., Ltd is a limited liability company organized and existing under the laws of the People’s Republic of China, having its principal place of business located in Danyang City, China.

9. Zhongshan Dongfeng Town Xiaoyouyou Paper Trading Co., Ltd is a limited liability company organized and existing under the laws of the People’s Republic of China, having its principal place of business located in Zhongshan City, China

THE DEFENDANT

10. Upon information and belief, Defendant is a Chinese individual with an unknown address. Defendant’s contact information is through her attorney in the United States, Haiyi Chen, whose email address is Haoyichen@archlakelaw.com..

FACTUAL BACKGROUND

11. Plaintiffs each own and operate one Amazon stores named “TimeLove” and “Only Sheep.” Plaintiffs sell children’s Solar Power Robots Toy in these two Amazon stores.

12. On or around August 21, 2024, Plaintiffs’ stores each received a Notice from Amazon. See Exhibit 1. This Notice informed the Plaintiffs that Amazon had received a report from the Defendant, alleging that they infringed on Defendant’s U.S. Patent No. D891,534 (“’534 Patent”), which is attached hereto as Exhibit 2. In the Notice, Amazon provided Plaintiffs with the Rights Owner’s contact details: Haoyichen@archlakelaw.com

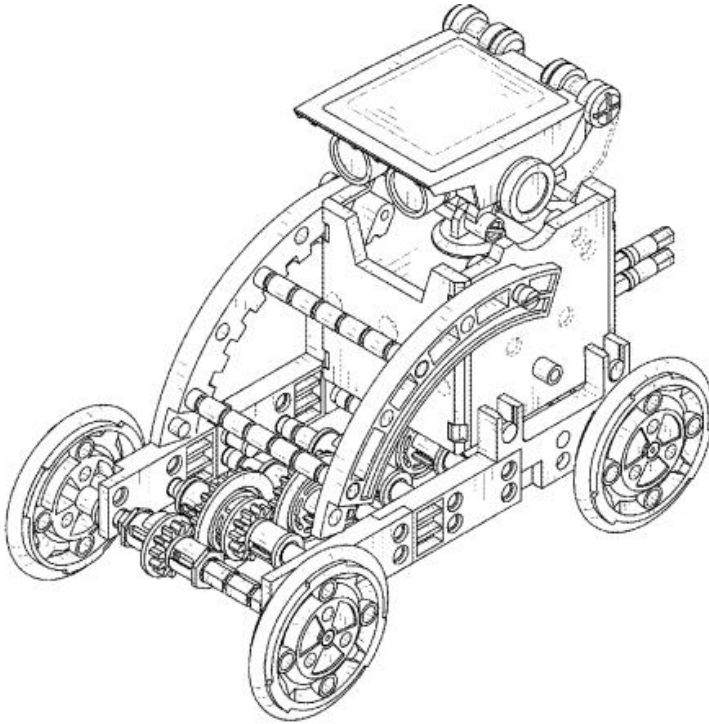
13. In the complaint, Defendant, through his/her counsel, alleged that: “ Authorized by, and on behalf of, the current patentee of the US design patent No. D891534S (“the ‘534 Patent”), I am writing to inform you that we believe that, by visual checks, certain Robot Kit

products listed on Amazon.com infringe the ‘534 Patent because each of them includes a “Buggy-Bot” formation design that is almost or exactly IDENTICAL to the patented design of the ‘534 Patent, and therefore **demand Amazon.com takes immediate action to cease and desist listing those products.** The alleged products are offered by the same seller. Although they are listed under different ASINs, they are of the same design except the colors. Notably, the Robot Kit is about to be transformed into different formations. Although the patentee does not perform any test-buy on the infringing products, the striking similarities between the ‘Buggy-Bot’ formation and the patented design can be observed by ordinary observers.”

14. As a result of the infringement complaint sent by Defendant to Amazon, eight of Plaintiffs’ ASINs were delisted.

TimeLove	only Sheep
B0CCJCJDM9 B0D3XG4JKW B09BCT7VZN	B0C61Y6JYN B0CRQBLM2Z B087T7VN8K B0C6KK8Q9V B0C5XMLRZV

15. The ‘534 Patent’s filing date is January 13, 2020. The Date of Patent is July 28, 2020. The perspective view of the ‘534 Patent is shown as below:



16. However, the '534 Patent was already patented, in public use, on sale or otherwise available to the public before the '534 Patent's filing date.

17. A YouTube video from September 3, 2013, shows a design identical to the one in the design patent. <https://www.youtube.com/watch?v=3ZRW6dBfHz0> (at 43 seconds).



14-in-1 Educational Robot SKU#729389 - HearthSong

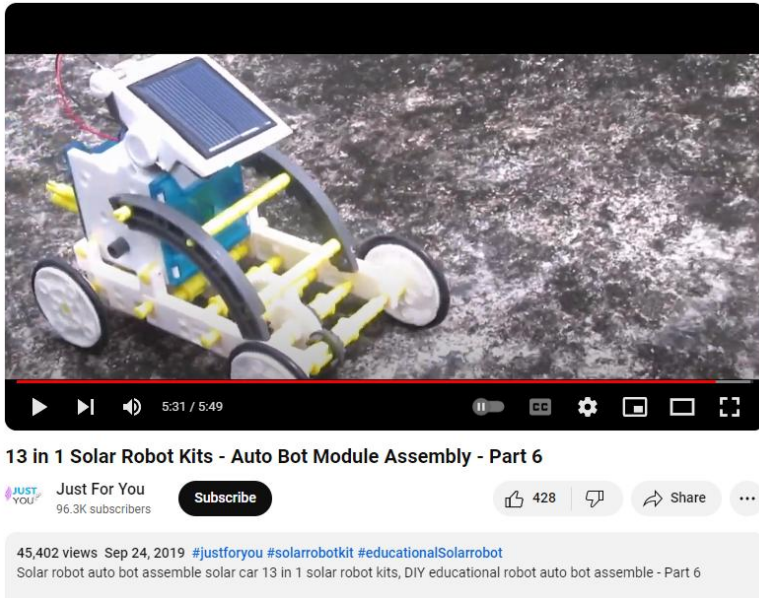
h **Hearthsong**
9.3K subscribers

Subscribe

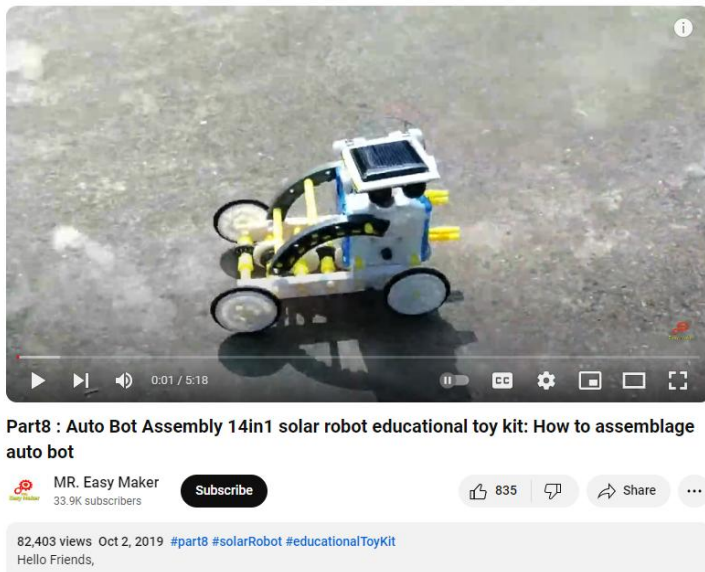
👍 173 🗨 ➦ Share ⋮

166,271 views Sep 3, 2013
Purchase Product At: <http://www.hearthsong.com/14-in-1-edu...>

18. A YouTube video from September 24, 2019, shows a design identical to the one in the design patent. <https://www.youtube.com/watch?v=VFNCAVeQcm0> (at 5 minutes 31 seconds).



19. A YouTube video from October 2, 2019, also shows a design identical to the one in the design patent. <https://www.youtube.com/watch?v=-bJme01LLjg> (at 1 second).



20. Based on the forgoing prior arts, Plaintiffs' products can not infringe the '534 Patent because the '534 Patent is invalid.

COUNT I

(Declaration Judgment of Invalidity of U.S. Patent, No. D891,534)

21. Plaintiffs incorporate by reference the allegations set forth above in this Complaint as if fully set forth herein.

22. This claim arises under the patent laws of the United States, Title 35 United States Code, and the Federal Declaratory Judgment Act, 28 U.S.C. § 2201, et seq.

23. There exists an actual and justiciable controversy between Plaintiffs and Defendant with respect to the alleged validity of the '534 Patent due to the assertion of the '534 Patent against the Plaintiffs' product.

24. As shown above, the claimed design of '534 Patent was available to the public and on sale before the filing date of the '534 Patent. Therefore, the '534 Patent is invalid.

25. In the view of the foregoing, Plaintiffs are entitled to a judgment declaring that the '534 Patent is invalid under at least .

COUNT II

(Declaration Judgment of Non-infringement of U.S. Patent, No. D891,534)

26. Plaintiffs incorporate by reference the allegations set forth above in this Complaint as if fully set forth herein.

27. As described previously, Defendant alleges that Plaintiffs' product infringes the '534 Patent.

28. The circumstances show that there is an actual, present, substantial, and justiciable controversy between Plaintiffs and Defendant, which have adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

29. Plaintiffs' product does not infringe the '534 Patent based on the prior arts listed above.

30. Plaintiff seeks a declaratory judgment that Plaintiffs are not infringing, has not infringed and is not liable for infringing the '534 Patent.

COUNT III
(Tortious Interference with Contractual Relations)

31. Plaintiffs incorporate by reference the allegations set forth above in this Complaint as if fully set forth herein.

32. The elements of a claim for tortious interference with contract are: (1) the existence of a valid contract between the plaintiff and a third party; (2) the defendant's knowledge of the contract; (3) the defendant's intentional procurement of the third-party's breach of the contract without justification; (4) the defendant's wrongful conduct caused the third party to breach of the contract; and (5) damages resulting therefrom.

33. Plaintiffs have a valid and existing contract with Amazon in order to sell their products through Amazon.com

34. Plaintiffs are informed and believes, and on that basis alleges, that Defendant knew of Plaintiffs' contractual relationships with the Amazon.

35. Plaintiffs are informed and believes, and on that basis alleges, that Defendant intentionally interfered with those contractual relationships and furthermore knowingly and intentionally, by ways of asserting materially false allegations of patent infringement against Plaintiffs in order to have Plaintiffs' listing removed and eliminate Plaintiffs' lawful competition.

36. As a result of Defendants' improper acts, Plaintiffs' listings were removed from Amazon.

37. Plaintiffs have suffered direct, proximate and foreseeable damages and continues to suffer direct, proximate and foreseeable damages.

38. Defendant's efforts to have Plaintiffs' products delisted through improper means was and is unlawful, fraudulent.

39. By reason of Defendant's acts, Plaintiffs are entitled to equitable remedies and damages in an amount to be proven at trial.

COUNT IV
(Tortious Interference with Prospective Economic Advantage)

40. Plaintiffs incorporate by reference the allegations set forth above in this Complaint as if fully set forth herein.

41. The elements of a claim for tortious interference with prospective economic advantage are: (1) the plaintiff had a reasonable expectation of entering into or continuing a valid business relationship with a third party; (2) the defendant knew of that expectation; (3) the defendants intentionally and without justification interfered with that expectation; (4) the defendant's interference prevented the plaintiff's legitimate expectancy from ripening into a valid business relationship and (5) the plaintiff suffered damages as a result of the interference.

42. Plaintiffs' ongoing business relationship with Amazon included the selling of Solar Power Robots Toy now delisted as a result of Defendant's malicious and spurious infringement complaint.

43. Plaintiffs' ongoing business relationship with Amazon includes the current sale of products which Defendant claims are infringing.

44. Defendants had and continues to have full knowledge of the ongoing relationships and prospective future business arrangements between Plaintiffs and Amazon regarding Plaintiffs' sale of Solar Power Robots Toy products.

45. Defendant intentionally and knowingly made fraudulent assertions of patent infringement, which ultimately caused Amazon to remove Plaintiffs' listing, thus denying the future and ongoing business relationship between Plaintiffs with Amazon.

46. Defendant knew that the removal of Plaintiffs' product listings would harm Plaintiffs' business and would benefit Defendant due to it having less competition. Defendant intended to harm Plaintiffs by fraudulently convincing Amazon to remove Plaintiffs' product listing.

47. Defendant has no privilege or justification in interfering with Plaintiffs' relationship with Amazon.

48. As a result of Defendant's interference with Plaintiffs' ongoing and future relationship with Amazon, Plaintiffs have incurred damages and will continue to incur damages

49. The damages to Plaintiffs should their product be delisted as a result of Defendant's malicious complaint against Plaintiffs will result in the incurring removal fees, transport fees, and fees associated with transportation of the delisted products

50. The delisting of Plaintiffs' ASIN would result in an immediate and ongoing detrimental impact on Plaintiffs' ability to conduct business, remain profitable, and damage Plaintiffs' product's rankings and reviews, loss of Plaintiffs' goodwill and reputation on the Amazon marketplace. The damage to Plaintiffs should its product continue to be delisted as a result of Defendant's frivolous action against Plaintiffs is incalculable and irreparable.

51. By reason of the foregoing, Plaintiffs have suffered direct, proximate and foreseeable damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

1. For judgment in favor of Plaintiffs against Defendant on all claims.
2. Declaring that Defendant's D891,534 Patent registration is invalid.
3. Declaring that Plaintiffs' Solar Power Robots Toy products does not infringe Defendant's D989,534 Patent.
4. Judgment that this case is exceptional and that the Defendant be ordered to pay all Plaintiffs' costs and attorneys' fees associated with this action pursuant to 35 U.S.C. § 285.
5. Order by this Court that Defendant must immediately revoke any complaints of infringement of the D891,534 Patent made to Amazon with respect to Plaintiffs' Solar Power Robots Toy products.
6. Enjoining Defendant temporarily, preliminarily, and permanently from making any future complaint regarding the D891,534 Patent against Plaintiffs' Solar Power Robots Toy products.
7. Ordering Defendant to return to the Court with proof of compliance of this Order within seven (7) days of entry thereof, with a copy served on Plaintiff's attorney.
8. Awarding Plaintiffs damages due to Defendant's improper acts, doubled and/or trebled due to the willful and exceptional nature of the case.
9. Awarding Plaintiffs compensatory, general and special, consequential and incidental damages in an amount to be determined at trial.
10. Awarding Plaintiffs exemplary, punitive, statutory, and enhanced damages.
11. Awarding pre- and post- judgment interest.
12. Awarding Plaintiffs such other and further relief as this Court deems is just and proper.

Jury Trial Demand

Plaintiff hereby demands a jury trial on all issues so triable.

Date: September 5, 2024

/s/ Ruoting Men

Ruoting Men, Esq.

GLACIER LAW LLP

41 Madison Avenue, Suite 2529

New York, NY 10010

Ruoting.men@glacier.law

332-261-8227

Attorney for Plaintiffs