

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MINNESOTA**

<p>GO NORTH GROUP AB</p> <p style="text-align: center;"><i>Plaintiff,</i></p> <p style="text-align: center;">v.</p> <p>XIAOLING CHE.</p> <p style="text-align: center;"><i>Defendant.</i></p>	<p>Civil Action No. 0:24-cv-4264</p> <p style="text-align: center;">COMPLAINT FOR DECLARATORY JUDGMENT</p> <p style="text-align: center;">(Jury Trial Demanded)</p>
---	--

COMPLAINT

Plaintiff Go North Group AB (“Go North”), by and through its undersigned counsel, brings this Complaint against Defendant Xiaoling Che (“Defendant”), seeking a declaratory judgment as follows:

NATURE OF THE ACTION

1. This is declaratory judgement action arising under the Declaratory Judgement Act, 28 U.S.C. § 2201 et seq. and the Patent Laws of the United States, 35 U.S.C. § 1 et seq. Go North seeks a declaratory judgement that it does not infringe U.S. Patent No. 11,890,551 (“’551 Patent”). A true and correct copy of the ’551 Patent is provided herewith as Exhibit 1.

THE PARTIES

2. Plaintiff Go North is a limited liability company (“AB” in Sweden) formed under the laws of Sweden. It is headquartered at Norra Allégatan 5, 413 01 Göteborg, Sweden.

3. Go North sells three main categories of products in North America and Europe: (1) Personal and Lifestyle, which includes, for example, puzzle boards, toys, and toddler playpens; (2) Pet and Animal, which includes, for example, dog water bottles, and pet grooming

brushes and combs; and (3) Home and Garden, which includes, for example, plastic wire mesh for fence building, pond liners, and enzymes-based cleaning products.

4. Go North relies heavily on Amazon to reach consumers, including in the United States. The United States market is very important to Go North. Most of Go North's revenue comes from U.S. sales.

5. Upon information and belief, Defendant Xiaoling Che is an individual residing at No. 049, Yuquanji Town, Yuquan Office, Dangyang, Hubei Province, China.

BACKGROUND

6. Go North had been selling puzzle boards with rotating bases under Amazon Standard Identification Numbers (ASINs) B0CKTW4TTL and B0CMBXMT9M ("Go North's Puzzle Boards") on the Amazon platform under its PLAYVIBE brand since November 2023.

7. On Wednesday, November 13, 2024, Go North received notice from Amazon.com that Amazon had removed Go North's Puzzle Boards from the Amazon platform based on a complaint submitted by Defendant that Go North's Puzzle Boards infringe the '551 Patent. Go North had not received prior notice of any such complaint before Amazon's removal of the Go North's Puzzle Boards from the Amazon platform.

8. Go North was kept in the dark regarding the process leading to Amazon's removal of Go North's Puzzle Boards. Amazon did not provide a copy of the complaint to Go North. Go North was not otherwise made aware of the arguments presented by Defendant to Amazon. Amazon did not inform Go North who at Amazon reviewed Defendant's submission or how Amazon reached its decision. After attempts by Go North to learn more about Amazon's decision and work with Amazon and on an informal resolution, Amazon informed Go North that one option to get the Go North's Puzzle Boards relisted would be to file a declaratory judgment action against the '551 Patent.

9. Go North's Puzzle Boards are an important part of Go North's overall business and now is the peak selling timeframe, as Black Friday and the holidays are approaching.

10. Defendant's infringement complaint to Amazon has caused and continues to cause harm to Go North in the form of substantial lost sales and loss of goodwill. Defendant's infringement allegations are baseless and, upon information and belief, were timed and pursued in a way to maximize damage to Go North's business.

JURISDICTION AND VENUE

11. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338 because this action arises under the laws of the United States, particularly the Patent Act of the United States, 35 U.S.C. § 1 et seq.

12. This Court has declaratory judgment jurisdiction pursuant to 28 U.S.C. §§ 2201, 2202 because an actual case or controversy exists between the parties to this action. Defendant's actions have caused the removal of Go North's Puzzle Boards from the Amazon platform and thus have caused and continue to cause significant harm to Go North.

13. This Court has supplemental jurisdiction over Plaintiff's state common law claims pursuant to 28 U.S.C. § 1367(a).

14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391. This Court may properly exercise personal jurisdiction over Defendant because Defendant targets consumers in the United States, including in Minnesota, with its business activities. Defendant sells its products directly to U.S. consumers through various online marketplaces, including the fully interactive, Amazon.com e-commerce marketplace, which includes the United States and Minnesota specifically as ship-to options.

15. Defendant has purposely availed herself of the U.S. federal court system as a plaintiff in three lawsuits against other Amazon sellers filed in the U.S. District Court for the

Northern District of Illinois, including Case No. 24-cv-9239. Defendant made clear in that case that she has targeted consumers in the United States for years. For example, her complaint states that “Since at least 2021, Ms. Che, on her own and/or via retailers, resellers, and/or importers, has marketed, advertised, promoted, exported, and/or sold puzzle board products to consumers in the United States.”

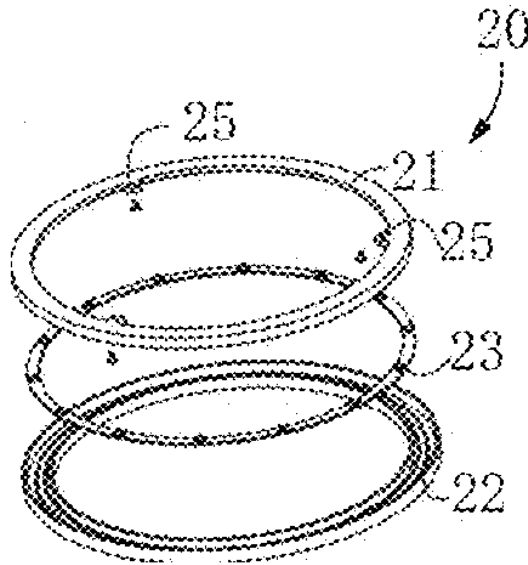
16. Upon information and belief, Ms. Che sells puzzle boards through Amazon.com under at least the brand name ALL4JIG. The listings allow a consumer to select Minnesota as the billing address and shipping destination. A true and correct copy of an ALL4JIG Amazon listing showing the product can be delivered to a Minneapolis, Minnesota, destination is provided herewith as Exhibit 2.

U.S. PATENT NO. 11,478,551

17. U.S. Patent No. 11,478,551 is entitled MOVABLE PUZZLE PLATFORM. It issued on February 6, 2024 and lists Xiaoling Che as the named Applicant and Inventor. The '551 Patent has a single independent claim and seventeen claims in total.

18. Claim 1 includes, among other requirements, a puzzle board and a “board accessible unit.” The '551 Patent discloses that “[t]he board accessible unit is coupled at the bottom of the puzzle board for sliding on the playing surface, wherein the board accessible unit provides accessibility for the puzzle board to move the puzzle board at different planar directions with respect to the playing surface.”

19. Claim 1 requires that the “board accessible unit” include three components: (1) first moving member; (2) second moving member; and (3) first bearing unit, as well as additional configuration requirements relating to these components. The '551 Patent depicts a board accessible unit in Figure 1, as shown below. The first moving member is depicted as 21, the second moving member is depicted as 22, and the first bearing unit is depicted as 23.



FIRST CLAIM FOR RELIEF

(Declaratory Judgment of Noninfringement of the '551 Patent)

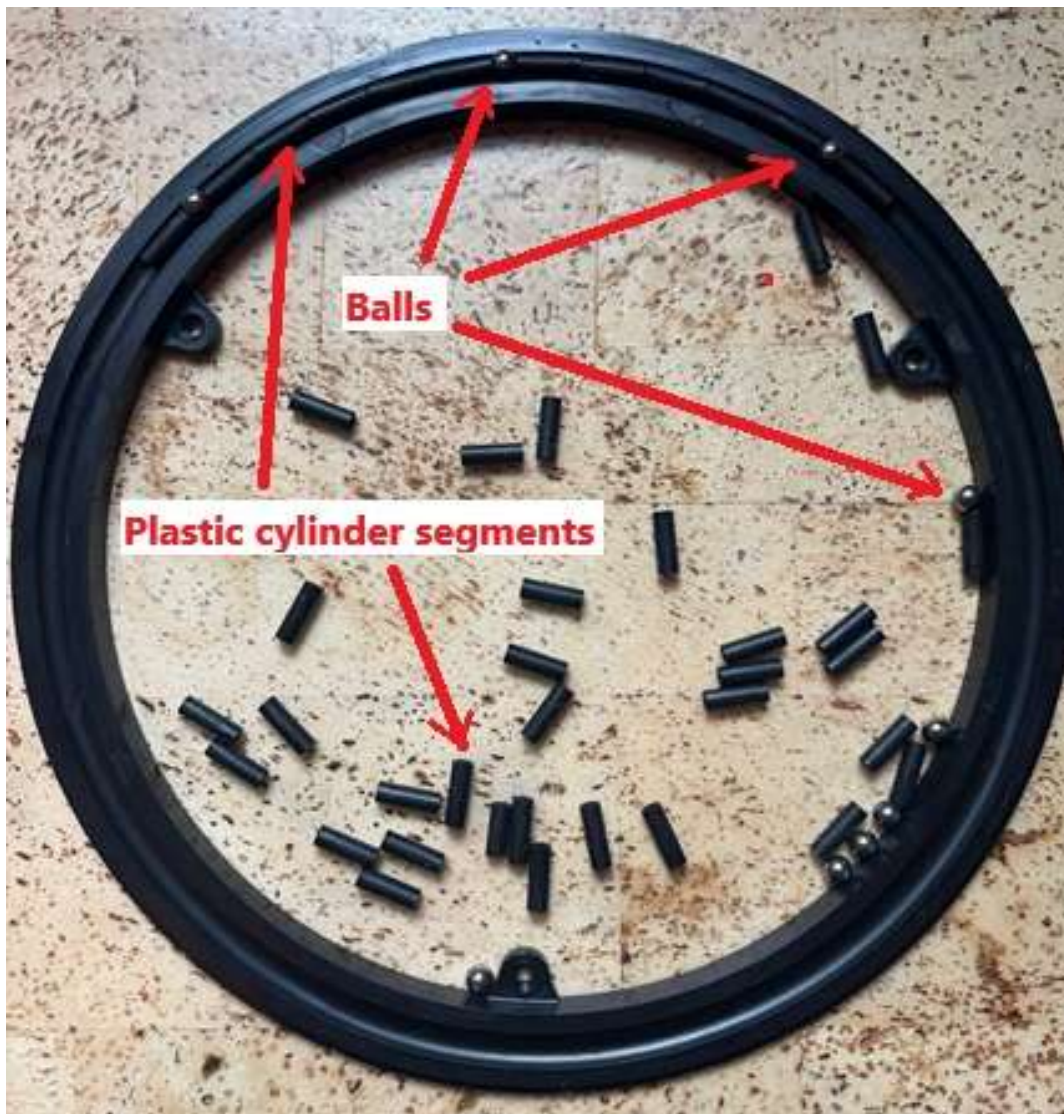
20. Go North incorporates by reference the allegations set forth above in this Complaint as if fully set forth herein.

21. Go North seeks a declaration of noninfringement regarding the '551 Patent because Go North's Puzzle Boards do not infringe any claim of the '551 Patent. Go North's Puzzle Boards do not infringe Claim 1 of the '551 Patent because they do not satisfy at least one limitation of independent Claim 1 of the '551 Patent. Go North's products also do not infringe any other claim of the '551 Patent, because the other claims depend directly or indirectly from Claim 1 and thus include all the limitations of Claim 1.

22. Go North's Puzzle Boards are identical for purposes of comparing against the '551 Patent's "board accessible unit" limitation. Go North's Puzzle Boards include a rotating base commonly referred to as a "lazy Susan." The lazy Susan components used in Go North's Puzzle Boards are fundamentally different in structure from the claims of the '551 Patent.

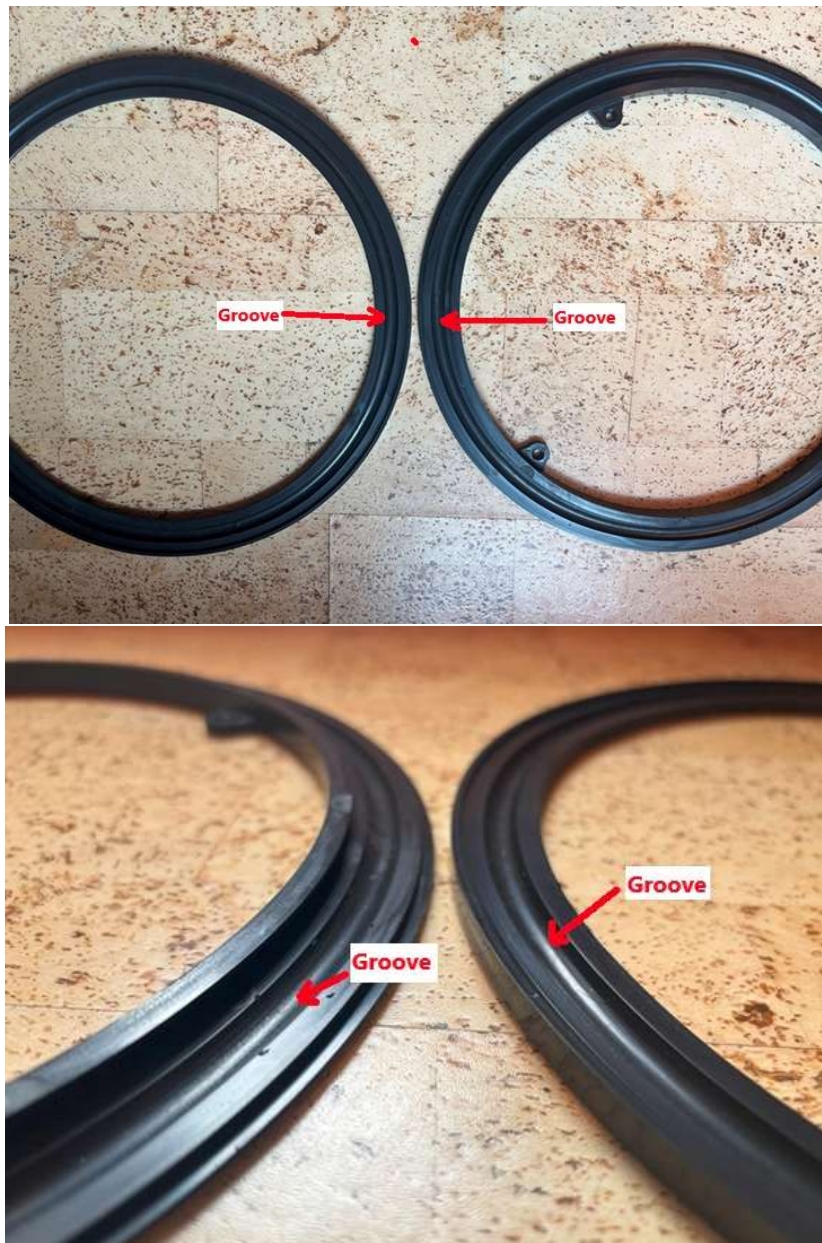
23. Following are examples of claim limitations found in every '551 Patent claim that Go North's Puzzle Boards do not satisfy.

24. Go North's Puzzle Boards do not satisfy at least **“the first bearing unit”** limitation. The balls used in the lazy Susan component of Go North's Puzzle Boards are not part of a unit. During assembly, balls are loosely placed in a semicircular groove of one of the lazy Susan's plastic ring components separated by plastic cylinder segments, as shown below.



25. Go North's Puzzle Boards do not satisfy at least the **“the second moving member having a flat base and a protrusion protruded from the center of the flat base”**

toward the first moving member for engaging with the first bearing unit” limitation. As illustrated by the two images below, the lazy Susan component of Go North’s Puzzle Boards includes two rings each having semicircular grooves that surround the balls and plastic cylinder segments upon assembly. Neither ring has a protrusion from the center of a flat base.



26. Go North’s Puzzle Boards do not satisfy at least the “**wherein an outer**

circumferential surface of said first moving member is engaged with an inner circumferential surface of said second moving member via said first bearing unit to enable said second moving member being coaxially rotated with respect to said first moving member” limitation. When assembled, the outer circumferential surfaces of the two rings are aligned.



27. Defendant added each claim limitation addressed above during prosecution of the application that matured into the '551 Patent to avoid prior art relied upon by the examiner in rejecting the then-pending claims of the application. Therefore, prosecution history estoppel precludes Defendant from arguing that Go North's Puzzle Boards satisfy these claim limitations under the Doctrine of Equivalents.

28. For at least the above reasons, and for additional reasons to be disclosed as this case proceeds forward, Go North's Puzzle Boards do not directly or indirectly infringe any claim of the '551 Patent, either literally or under the doctrine of equivalents.

SECOND CLAIM FOR RELIEF
(Tortious Interference with Prospective Economic Advantage)

29. Go North incorporates by reference the allegations set forth above in this Complaint as if fully set forth herein.

30. The elements of a tortious interference with prospective economic advantage claim are: the existence of a reasonable expectation of economic advantage; the defendant's knowledge of that expectation of economic advantage; that the defendant intentionally interfered with the plaintiff's reasonable expectation of economic advantage; the intentional interference was either independently tortious or in violation of a state or federal statute or regulation; that in the absence of the wrongful act of the defendant, it is reasonably probable that the plaintiff would have realized an economic advantage or benefit; and that the plaintiff sustained damage.

31. Defendant's actions constitute tortious interference with prospective economic advantage for at least the following reasons.

32. Go North had a reasonable expectation of economic advantage associated with Amazon's continued listing of the Go North Puzzle Boards on the Amazon.com platform pursuant to Go North's ongoing business relationship with Amazon as a seller on the Amazon.com platform.

33. Defendant knew that Go North had been selling Go North Puzzle Boards on the Amazon.com platform pursuant to Go North's ongoing business relationship with Amazon as a seller on the Amazon.com platform and that Go North expected to continue selling Go North Puzzle Boards on the Amazon.com platform pursuant to Go North's ongoing business

relationship with Amazon before and at the time Defendant made baseless assertions to Amazon that Go North Puzzle Boards infringe the '551 Patent.

34. Upon information and belief, Defendant intentionally interfered with the Go North's reasonable expectation of economic advantage associated with Amazon's continued listing of the Go North Puzzle Boards on the Amazon.com platform by secretly making baseless assertions of patent infringement to Amazon and without providing Go North with an opportunity to rebut those assertions before Amazon's removal of Go North's Puzzle Boards from the Amazon.com platform.

35. Upon information and belief, Defendant knew that its intentional interference was baseless, but it proceeded to fraudulently request that Amazon remove Go North Puzzle Boards from the Amazon.com platform anyway understanding that Go North would not have an opportunity to respond to Defendant's allegations before the removal of Go North's Puzzle Boards from the Amazon.com platform.

36. In the absence of Defendant's wrongful acts, Go North would have continued realizing the economic advantage or benefit associated with Amazon's continued listing of the Go North Puzzle Boards on the Amazon.com platform.

37. Go North has sustained and continues to sustain substantial damage while its lucrative Go North Puzzle Boards are removed from the Amazon.com platform during the highest sales period of the year.

38. For at least these reasons, Go North is entitled to damages and equitable remedies in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
(Tortious Interference with Contract)

39. Go North incorporates by reference the allegations set forth above in this Complaint as if fully set forth herein.

40. The elements of a tortious interference with contract claim are: the existence of a contract; defendant's knowledge of the contract; defendant's intentional procurement of a breach of the contract; absence of justification; and damages caused by the breach.

41. Defendant's actions constitute tortious interference with contract for at least the following reasons.

42. Go North had and continues to have a contract with Amazon allowing Go North to sell products on the Amazon.com website that do not infringe third-party intellectual property.

43. Defendant necessarily had knowledge of that contract because Defendant was aware that Go North was selling Go North's Puzzle Boards on the Amazon.com platform.

44. Upon information and belief, Defendant intentional procured a breach of the contract by convincing Amazon to remove Go North's Puzzle Boards from the Amazon.com platform based on baseless claims of infringement without providing Go North with any opportunity to rebut those claims before the removal.

45. There is no justification for Defendant's assertions to Amazon or Amazon's removal of the Go North's Puzzle Boards from the Amazon.com platform because the noninfringement allegations are baseless.

46. Go North has sustained and continues to sustain substantial damage while its lucrative Go North Puzzle Boards are removed from the Amazon.com platform during the highest sales period of the year.

47. For at least these reasons, Go North is entitled to damages and equitable remedies in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Go North prays for judgement against Defendant as follows:

- A. In favor of Plaintiff Go North against Defendant on all claims;
- B. Declaring that Plaintiff Go North does not infringe and has not infringed any claim of the '551 Patent;
- C. Ordering that Defendant immediately revoke any complaint Defendant has made to Amazon that Go North's Puzzle Boards infringe the '551 Patent and request that Amazon reinstate Go North's Puzzle Boards on the Amazon.com platform;
- D. Enjoining, temporarily, preliminarily, and permanently, Defendant and Defendant's agents, employees, representatives, and counsel, and all persons in active concert or participation with any of them, from directly or indirectly asserting the '551 Patent against Go North's Puzzle Boards, including to Amazon;
- E. Finding that this case is exceptional and ordering that Defendant pay all Go North's costs and attorney's fees associated with this action pursuant to 35 U.S.C. § 285;
- F. Awarding Plaintiff Go North compensatory, general and special, consequential and incidental damages in an amount to be determined at trial;
- G. Awarding Plaintiff exemplary, punitive, statutory, and enhanced damages;
- H. Awarding pre- and post-judgment interest;
- I. Awarding Plaintiff such other and further relief as this Court deems is just and proper.

JURY TRIAL DEMAND

Pursuant to Fed. R. Civ. P. 38, Plaintiff Go North hereby demands a trial by jury on all issues so triable.

Date: November 22, 2024

Respectfully Submitted,

s/ Clinton L. Conner

Clinton L. Conner (MN # 0396192)
CONNER IP
729 N. Washington Ave, Suite 600
Minneapolis, MN 55401
Tel.: 612-474-3581
Email: conner.clint@connerip.com

ATTORNEY FOR PLAINTIFF