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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

Shenzhen Yihong Technology Co., Ltd.,

Plaintiff,

v.

dbest products, Inc.

Defendant.

Case No. 24-cv-2043

Complaint For Declaratory Judgment

Jury Trial Demanded

This is an action brought under the Declaratory Judgment Act by Plaintiff Shenzhen Yihong Technology Co., Ltd. d/b/a Vtopmart Direct (“Plaintiff” or “Vtopmart”), against Defendant dbest products, Inc. (“Defendant” or “dbest”), claiming for patent non-infringement of certain stackable storage drawers, as defined herein (“Stackable Storage Drawer”), invalidity against U.S. Patent No. 12,103,576 (the “’576 Patent”), tortious interference with contractual relations, and unfair competition in violation of the Washington’s Consumer Protection Act, RCW 19.86.020 et seq.. Upon actual knowledge with respect to itself and its acts, and upon information and belief as to all other matters, Plaintiff alleges as follows:

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INTRODUCTION

1. Plaintiff received a Notice from Amazon.com, stating that Plaintiff’s Stackable Storage Drawers were removed because of alleging infringement of the ’576 Patent. The Notice from Amazon sent to Plaintiff is attached hereto as **Exhibit A**. Amazon also notified Plaintiff that it needs a court order stating that Plaintiff is allowed to sell the removed products to reactivate its listings. Defendant’s objectively baseless infringement complaint to Amazon has caused and continues to cause significant harm to Plaintiff as the Stackable Storage Drawers have been removed from Amazon and Plaintiff will lose all associated goodwill in the listings, not to mention lost sales. The alleged infringement to Amazon is wholly without merit as the Plaintiff’s Stackable Storage Drawers do not meet each and every limitation of any claim under the ’576 Patent. Furthermore, the ’576 Patent is invalid under 35 U.S.C. §§ 102, 103 and/or 112.

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NATURE OF THE ACTION

2. This action seeks Declaratory Judgments of patent non-infringement under the Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*, and the United States Patent Laws, 35 U.S.C. § 101 *et seq.* Defendant’s actions have caused and continues to cause significant harm to Plaintiff as the Stackable Storage Drawers have been removed from Amazon through the enforcement of the ’576 Patent.

3. This is an action under the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, seeking a declaratory judgment that Defendant’s ’576 Patent is invalid under at least 35 U.S.C. §§ 102, 103 and/or 112.

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PARTIES

4. Plaintiff Shenzhen Yihong Technology 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 at Room B610, Building 1, Internet Base Park A, Baoyuan Rd., Bao’an District, Shenzhen City, Guangdong Province, China 518000. Plaintiff does business in this District through on-line marketplace, Amazon, using the name, Vtopmart Direct.

1 removed due to a patent infringement complaint for the '576 Patent filed by the Defendant. *See*
2 **Exhibit A.**

3 11. In the Notice, Amazon informed Plaintiff that the rights owner name of the '576
4 Patent is Kaue Pereira. The rights owner email is kpereira@dbestproducts.net. The alleged
5 infringement type is Utility Patent and the IP asserted is 12,103,576. *See Exhibit A.* Upon
6 information and belief, Kaue Pereira works for Defendant.
7

8 12. The Amazon marketplace constitutes Plaintiff's primary sales channel into the
9 United States. To remain competitive in the United States market for Stackable Storage Drawers,
10 Plaintiff needs its products listed in the Amazon marketplace. Amazon has removed Plaintiff'
11 Stackable Storage Drawers from the marketplace, preventing Plaintiff from accessing its largest
12 channel of trade because of Defendant's infringement complaint. Thus, Defendant's submission
13 of Amazon infringement complaint has caused and continues to cause immediate and irreparable
14 harm to Plaintiff.

15 **U.S. PATENT NO. 11,478,576**

16 13. The face of the '576 Patent lists Defendant as the applicant and assignee of patent.
17 *See Exhibit B.*

18 14. The '576 Patent is entitled "STACKABLE COLLAPSIBLE CARTS" and
19 generally discloses "a collapsible cart configured to transition from a closed condition where it
20 may be folded up to an open condition where it may be expanded for use, the collapsible cart
21 including a rigid frame forming a compartment, the rigid frame having a front wall, a rear wall, a
22 right sidewall, a left sidewall, and a bottom wall, the right sidewall and the left sidewall may be
23 configured to fold inwardly in the closed condition.. **Exhibit B**, at Abstract.
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25 15. The '576 Patent was issued on October 1, 2024, with an effective filing date of
26 December 15, 2023. The '576 Patent has three independent claims and 15 dependent claims. *See*
27 **Exhibit B.**
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COUNT I

(DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF THE '576 PATENT)

16. Plaintiff incorporates by reference the allegations set forth above in this Complaint as if fully set forth herein.

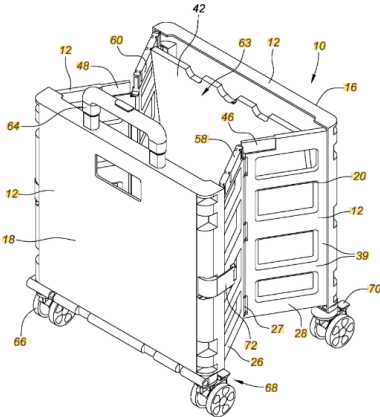
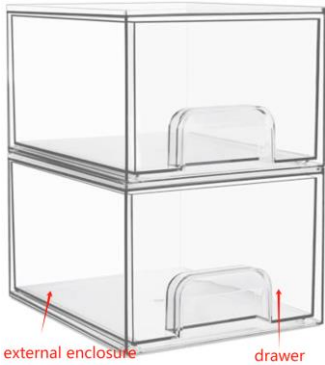
17. An actual, continuing and justiciable controversy exists between Plaintiff and Defendant concerning the non-infringement of the '576 Patent by the Stackable Storage Drawers, as evidenced by Defendant's allegations of infringement on Amazon, as set forth above.

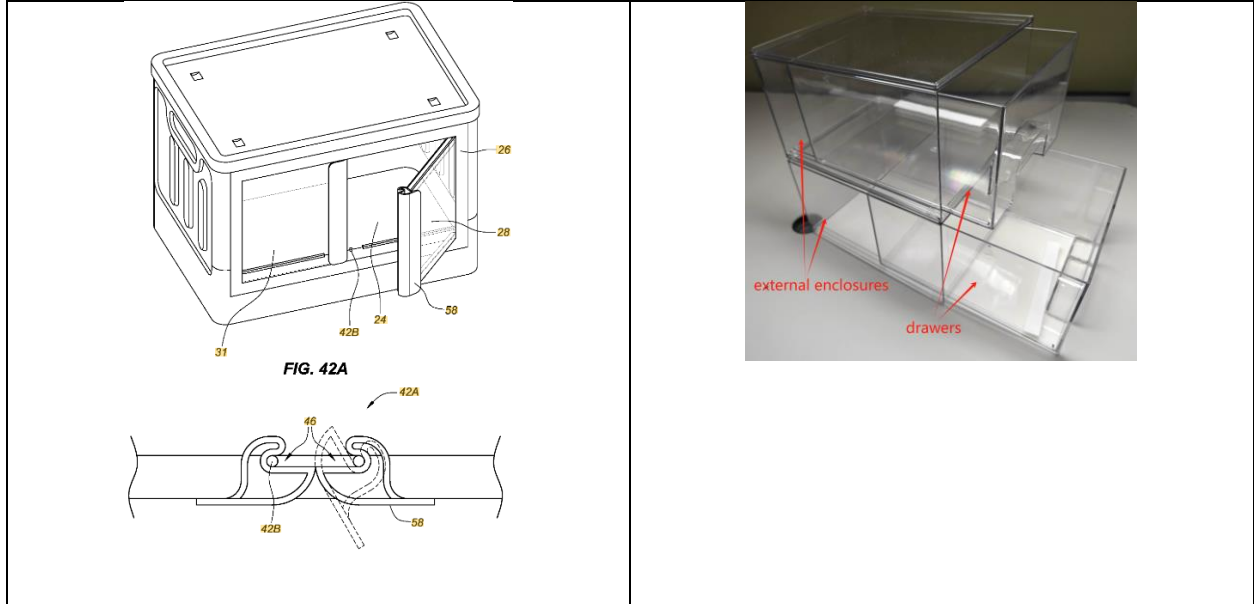
18. Plaintiff's Stackable Storage Drawers do not infringe any of the presumably valid claims of the '576 Patent, as the Stackable Storage Drawers fail to meet one or more elements of independent claims 1, 11, and 15 of the '576 Patent.

19. For example, claim 1 seeks to protect a **collapsible cart** "configured to transition from a closed condition where it is folded up to an open condition where it is expanded for use".

Exhibit B. In contrast, Plaintiff's Stackable Storage Drawer is merely a traditional external enclosure paired with a sliding drawer, a design that has existed in conventional form for over a century. The components of Plaintiff's Stackable Storage Drawer consist entirely of rigid plastic structures, lacking any elasticity, flexibility, or pivoting mechanisms necessary to achieve the collapsible functionality specified in claim 1. *See Comparison Chart 1* below.

Comparison Chart 1

the '576 Patent	Plaintiff's Stackable Storage Drawers
	



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20. Further, Plaintiff’s Stackable Storage Drawer—whether as a single unit or as part of a combined structure formed by stacking multiple units—neither possesses, nor is designed to incorporate, nor requires any configuration that allows the right and left sidewalls to fold inward in a closed condition. This limitation arises from its entirely rigid construction. Even when multiple units are stacked to form a combined structure, the resulting assembly remains incapable of performing any folding actions.

21. In addition, each sidewall of Plaintiff’s Stackable Storage Drawer is a single, integral piece. It neither includes, nor is capable of including, nor has any need to include “a first right panel rotatably coupled to a second right panel, [whereby] the second right panel [is] proportioned to fit within an opening in the first right panel,” as recited in claim 1. **Exhibit B.** Moreover, it certainly does not include or form “a first track along the first right panel and the second right panel, extending from a first position on the first right panel to a second position on the second right panel,” as described in claim 1. **Exhibit B.**

22. Plaintiff’s Stackable Storage Drawers, as outlined in the **Comparison Chart 1**, merely features an ordinary and unremarkable configuration based on a sliding motion to achieve its open and closed states, which is a configuration common to any standard drawer.

1 23. Based on the discussion above, it is evident that the substantial differences outlined
 2 above hold true under both the literal interpretation and the doctrine of equivalents. Therefore,
 3 Plaintiff Stackable Storage Drawers do not infringe claim 1.

4 24. For claims 11 and 15, as discussed above, all parts/components of Plaintiff
 5 Stackable Storage Drawers are rigid, with no flexibility or pivoting structures. That is, Plaintiff
 6 Stackable Storage Drawer does not, cannot, and has no need to perform the folding action claimed
 7 in claims 11 and 15 (i.e., “the right sidewall and the left sidewall are configured to fold inwardly
 8 in the closed condition”).

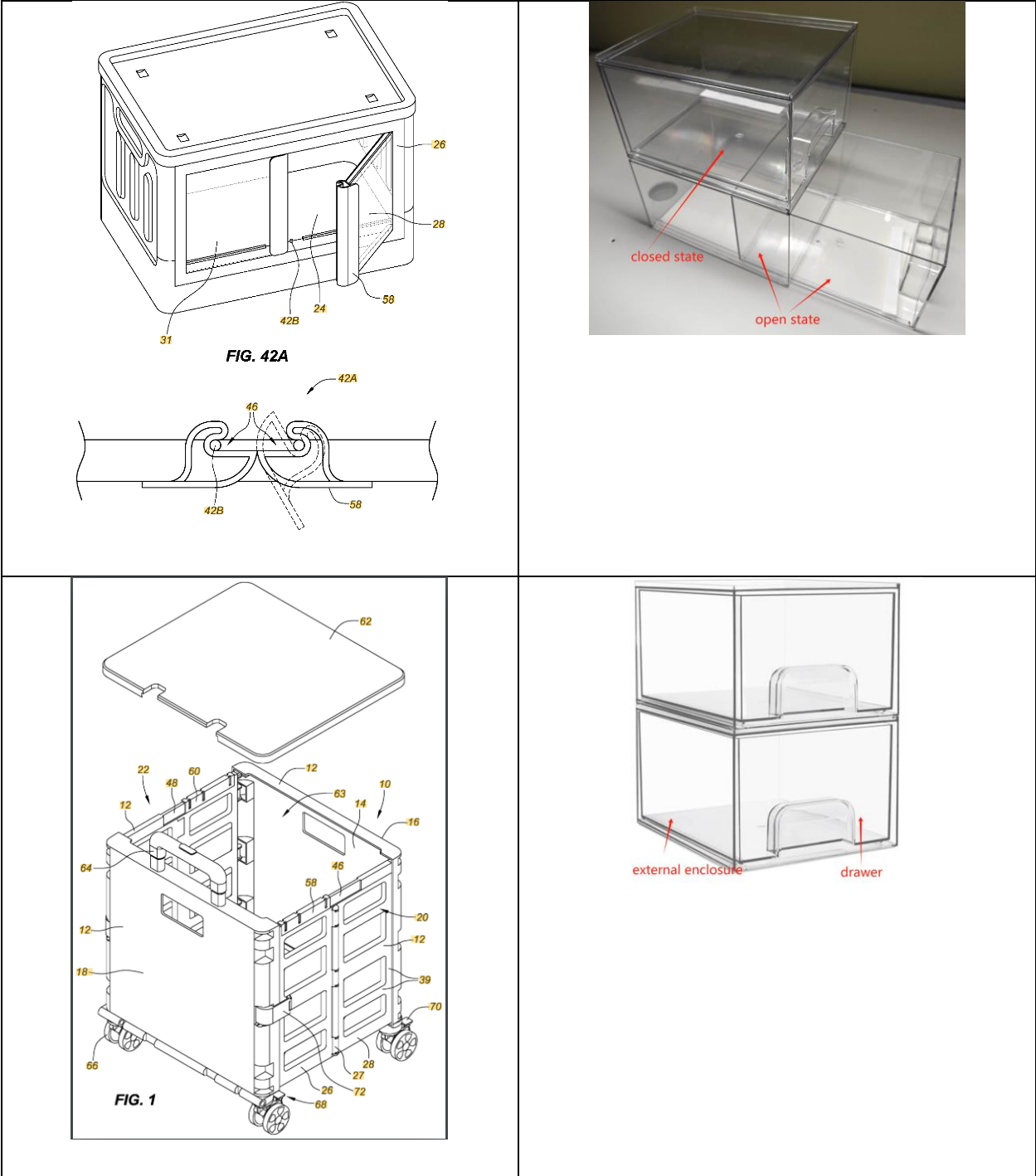
9 25. Furthermore, each sidewall of Plaintiff Stackable Storage Drawer is a single,
 10 integral sidewall. In other words, Plaintiff Stackable Storage Drawer does not, cannot, and has no
 11 need for its right sidewall to include “a first right panel rotatably coupled to a second right panel,
 12 the right sidewall further comprising a third right panel, wherein the second right panel and the
 13 third right panel conform in shape to collectively cover the opening in the first right panel, and the
 14 second right panel comprises a ribbed wall with a plurality of ribs.” **Exhibit B.**

15 26. Naturally, Plaintiff Stackable Storage Drawers also lacks any lock assembly
 16 structure or equivalent structure. Fundamentally, Plaintiff Stackable Storage Drawers has no need
 17 for such a locking structure because its drawer merely slides freely in and out, as shown in
 18 **Comparison Chart 2** below.

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 20 **Comparison Chart 2**

the '576 Patent	Plaintiff's Stackable Storage Drawers
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27. Hence, it is evident that the substantial differences outlined here hold true under both the literal interpretation and the doctrine of equivalents. Therefore, Plaintiff's Stackable Storage Drawer does not infringe claims 11 and 15.

1 36. All the Claims of the '576 Patent are invalid under 35 U.S.C. § 102 and/or § 103,
2 at least in view of the prior art cited herein, as well as any additional prior art that may come to
3 light during this litigation.

4 37. U.S. Patent Publication No. 2009/0145913 is entitled “Collapsible and expandable
5 rolling storage system” to Panosian (“Panosian”). Panosian was filed on December 10, 2007, and
6 was published on June 11, 2009. A copy of Panosian is attached as **Exhibit C**.

7 38. U.S. Patent Publication No. 2021/0206414 is entitled “High load capacity
8 collapsible carts” to Richard (“Richard”). Richard was filed on January 06, 2021, and was
9 published on July 08, 2021. A copy of Richard is attached as **Exhibit D**.

10 39. U.S. Patent Publication No. 2002/0171228 is entitled “Accessories for a collapsible
11 rolling caddy” to Darren (“Darren”). Darren was filed on July 03, 2002, and was published on
12 November 21, 2002. A copy of Darren is attached as **Exhibit E**.

13 40. Chinese Patent Publication No. CN112918890A is entitled “A storage module” to
14 Song Xubin (“Song”). Song was filed on February 01, 2021, and was published on June 08, 2021.
15 A copy of Song is attached as **Exhibit F**.

16 41. U.S. Patent No. 5,289,933 is entitled “Collapsible cargo container” to Roland
17 (“Roland”). Roland was filed on April 20, 1992, and was published on March 01, 1994. A copy of
18 Roland is attached as **Exhibit G**.

19 42. All the claims of the '576 Patent are rendered obvious by the prior art listed above
20 or their combinations.

21 43. Defendant’s baseless infringement reports on the Amazon platform have caused
22 imminent and real threat of an infringement lawsuit. Plaintiff has also suffered significant damages
23 because its listings were removed by Amazon.

24 44. Plaintiff seeks a declaratory judgment that the claims of the '576 Patent are invalid
25 for failing to satisfy the criteria of 35 U.S.C. §§ 102, 103 and/or 112.

26 45. Plaintiff is also entitled to recover damages caused by Defendant.
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COUNT III

(Tortious Interference with Contractual Relations)

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4 46. Plaintiff incorporates by reference the allegations set forth above in this Complaint
5 as if fully set forth herein.

6 47. Under Washington law, the elements of a claim for tortious interference with a
7 contractual relationship are: (1) the existence of a valid contractual relationship or business
8 expectancy; (2) that defendants had knowledge of that relationship; (3) an intentional interference
9 inducing or causing a breach or termination of the relationship or expectancy; (4) that defendants
10 interfered for an improper purpose or used improper means; and (5) resultant damage. *Tacoma*
11 *Auto Mall, Inc. v. Nissan North America, Inc.*, 279 P.3d 487, 498 (Wash. Ct. App. 2012).

12 48. Plaintiff has a valid and existing contract with Amazon in order to sell its products
13 through Amazon.com.

14 49. Plaintiff is informed and believes, and on that basis alleges, that Defendant knew
15 of Plaintiff's contractual relationships with the Amazon.

16 50. Plaintiff is informed and believes, and on that basis alleges, that Defendant
17 intentionally interfered with those contractual relationships and furthermore knowingly and
18 intentionally, by ways of asserting materially false allegations of patent infringement against
19 Plaintiff in order to have Plaintiff's listing removed and eliminate Plaintiffs' lawful competition.

20 51. As a result of Defendant's improper acts, Plaintiff's listings were removed from
21 Amazon.

22 52. Plaintiff has suffered direct, proximate and foreseeable damages and continues to
23 suffer direct, proximate and foreseeable damages.

24 53. Defendant's efforts to have Plaintiff's products delisted through improper means
25 was and is unlawful, fraudulent.

26 54. By reason of Defendant's acts, Plaintiff is entitled to equitable remedies and
27 damages in an amount to be proven at trial.
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COUNT IV

(Unfair Competition in Violation of the Washington CPA (RCW 19.86.020 et seq.))

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4 55. Plaintiff incorporates by reference the allegations set forth above in this Complaint
5 as if fully set forth herein.

6 56. The Washington CPA makes unlawful “[u]nfair methods of competition and unfair
7 or deceptive acts or practices in the conduct of any trade or commerce.” Rev. Code Wash.
8 19.86.020. The elements for a private CPA claim are: 1) an unfair or deceptive act or practice, 2)
9 occurring in trade or commerce, 3) affecting the public interest, 4) injury to a person’s business or
10 property, and 5) causation.” *Panag v. Farmers Ins. Co. of Wash.*, 204 P.3d 885, 889 (Wash. 2009).

11 57. Defendant engaged in unfair competition in violation of Washington’s Consumer
12 Protection Act, RCW 19.86.020 et seq., by committing an unfair or deceptive act that deceived the
13 intended audience in Washington, occurred in trade or commerce, impacted the public interest in
14 Washington, and directly caused injury to Plaintiff’s business and property.

15 58. As a result of Defendants’ conduct, Plaintiff is entitled to damages in an amount to
16 be proven at trial, including reasonable attorneys’ fees, costs, and treble damages under RCW
17 19.86.090.

PRAYER FOR RELIEF

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19 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

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21 A. For judgment in favor of Plaintiff against Defendant on all claims.
22 B. Declaring that Plaintiff’s Stackable Storage Drawers do not infringe any of the claims of
23 the ’576 Patent;
24 C. Declaring that the claims of the ’576 Patent are invalid for failing to satisfy the criteria of
25 35 U.S.C. §§ 102, 103 and/or 112;
26 D. Preliminary and permanent injunctions ordering Defendant to withdraw all Amazon
27 infringement complaints lodged against the Plaintiff’s Stackable Storage Drawers based on
28 the ’576 Patent, and to refrain from lodging any further infringement complaints regarding the
same (the “Order”);

1 E. Ordering Defendants to return to the Court with proof of compliance of the Order within
2 seven (7) days of entry thereof, with a copy served on Plaintiff's attorney.

3 F. A finding that this case is exceptional and an award to Plaintiff of their costs, expenses,
4 and reasonable attorney fees incurred in this action pursuant to 35 U.S.C § 285;

5 G. Awarding Plaintiff damages due to Defendant's improper acts, doubled and/or trebled due
6 to the willful and exceptional nature of the case;

7 H. Awarding Plaintiff its costs of suit, including the costs of experts and reasonable attorneys'
8 fees pursuant to, inter alia, Washington's Consumer Protection Act, due to the exceptional nature
9 of this case, or as otherwise permitted by law;

10 I. Awarding Plaintiff compensatory, general and special, consequential and incidental
11 damages in an amount to be determined at trial;

12 J. Awarding Plaintiff exemplary, punitive, statutory, and enhanced damages;

13 K. Awarding pre- and post- judgment interest; and

14 L. Awarding Plaintiff such other and further relief as this Court deems is just and proper.
15

16 **JURY TRIAL DEMAND**

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

18 Respectfully submitted this 11th day of December, 2024,
19

20 /s/ Carl J. Marquardt
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