

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

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|-------------------------|---|----------------------------|
| NORMA U.S. HOLDING LLC |) | |
| |) | |
| Plaintiff, |) | Civil Action No.: 24-13373 |
| |) | |
| vs. |) | |
| |) | |
| LIAOCHENG EVERLAST AUTO |) | JURY TRIAL DEMANDED |
| PARTS CO., LTD |) | |
| |) | |
| Defendant. |) | |
| |) | |
| |) | |
| |) | |

COMPLAINT

Plaintiff, Norma U.S. Holding LLC (“Norma”), by its undersigned attorneys, alleges the following for its Complaint against Liaocheng Everlast Auto Parts Co., Ltd. (“Liaocheng Everlast” or “Defendant”):

Parties

1. Norma is a limited liability company organized and existing under the laws of Delaware and having a place of business located at 2430 E. Walton Boulevard, Auburn Hills, MI 48326.

2. Liaocheng Everlast is a Chinese entity having a place of business at 6701 Yunchuang Center, Guangyue Road, Liaocheng, Shandong Province, China 252000.

Jurisdiction and Venue

3. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338 because this action arises under the patent laws of the United States (Title 35 of the United States Code).

4. This Court has personal jurisdiction over Defendant because Defendant directly targets business activities toward consumers in the United States, including Michigan through, at least, its fully interactive website. Defendant has committed acts of patent infringement giving rise to the cause of action raised by this Complaint in Michigan and in this judicial district.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(c)(3) because Defendant is not a resident of the United States and therefore may be sued in any judicial district.

Technological Background

6. U.S. Patent No. 7,520,539 generally relates to pipe clamps used to connect pipes or other tubular members. A common application for such pipe clamps is in a vehicle exhaust system.

7. In a vehicle exhaust system, pipe sections are connected in either a telescopic or an end-to-end abutting connection. To be effective, the connection should provide a suitable fluid tight seal against exhaust gas leakage.

8. Conventional pipe couplers include a band having a generally circular conformation and terminating in opposite connecting flanges that can be drawn together or loosened via a fastener or other tightening mechanism. In some cases, the pipe coupler will include an internal split sealing sleeve with mating circumferential ends that engage each other during tightening to produce a fluid tight seal.

Norma's U.S. Patent No. 7,520,539

9. Norma is the owner of U.S. Patent No. 7,520,539 entitled "Pipe Clamp With Gasketed Center Rib," hereafter "the '539 Patent." A true and accurate copy of the '539 Patent is attached as Exhibit A.

10. The '539 Patent was duly and lawfully issued on April 21, 2009, and the '539 Patent is presumed valid.

11. In general, the '539 Patent is directed to pipe clamps used to connect pipes or other tubular members.

12. The '539 Patent provides an improved pipe clamp that includes, inter alia, a center rib having a gasket. This arrangement aids in the sealing against fluid leakage at the pipe coupling.

13. For example, Figure 5 from the '539 Patent below shows, in an exploded view one embodiment of the patented pipe clamp.

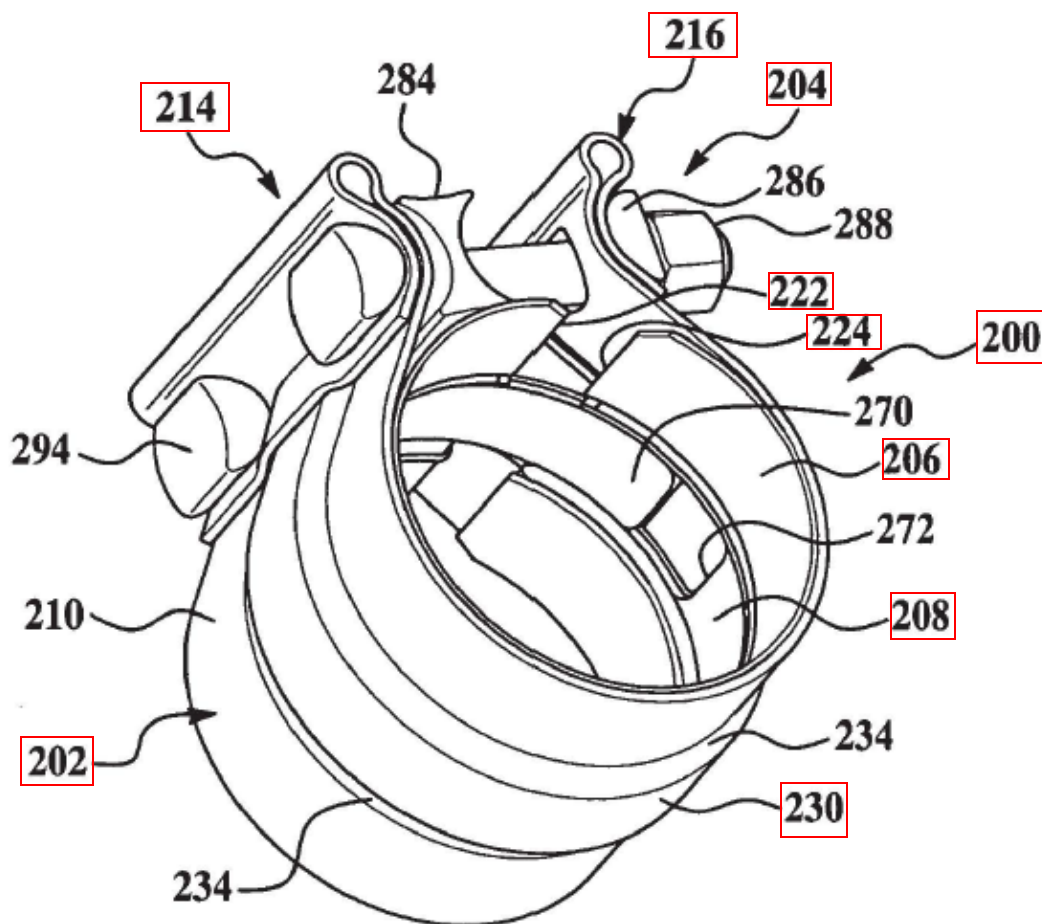


Figure 5

14. Figure 5 shows a pipe coupler 200 having a band 202 with first and second ends with a radial protruding rib 230. The first and second ends of the bands have radially extending flanges 214, 216. A tightening mechanism 204 is connected to the flanges to draw the first and second ends together during tightening. A split sleeve 206 is provided which has first and second mating ends 222, 224. A gasket 208 is disposed radially within the sleeve.

15. Norma sells pipe couplers that are covered by the claims of the '539 Patent and Norma pipe couplers are exceedingly popular, and Norma has achieved great commercial success in selling them.

Liaocheng Everlast's Infringing Product

16. Liaocheng Everlast imports into the United States, offers for sale and sells a pipe clamp designated 3017006 Detroit DPF Clamp A68-9950302 through its website at <https://www.everlastparts.com/detroit-clamp/30107006-detroit-dpf-clamp-a6809950302.html> (Liaocheng Everlast's pipe clamp). The Liaocheng Everlast's pipe clamp, as depicted on Liaocheng Everlast's website is shown (additional photographs are shown in the appended claim charts):



Count I — Infringement of the '539 Patent

17. Norma repeats and realleges the allegations contained in paragraphs 1 through 15 as if fully set forth herein.

18. Liaocheng Everlast's pipe clamp infringes multiple claims of the '539 patent. By way of example, Liaocheng Everlast's pipe clamp includes each limitation of at least claims 1 and 16 of the '539 patent.

19. As shown in Exhibit B, 1a, Liaocheng Everlast's pipe clamp includes a band extending circumferentially around and continuously from a first end to a second end. The band has a pair of axial ends.

20. The band of Liaocheng Everlast's pipe clamp, Exhibit B, 1a, includes a radially protruding rib located inwardly of the axial ends of the band and extend continuously at least part way between the first and second ends.

21. The first and second ends of the band comprise radially extending flanges. Exhibit B, 1a-b.

22. Liaocheng Everlast's pipe clamp includes a tightening mechanism connected to the flanges to draw the first and second ends toward and away from each other for tightening and loosening of the band. Exhibit B, 1b.

23. Liaocheng Everlast's pipe clamp further includes a split sleeve disposed within the band and located at least withing the rib. Exhibit B, 1c. When

tightened, the band compresses the sleeve via direct contact between a radially inward surface of the rib, and an outer surface of the sleeve.

24. The split sleeve of Liaocheng Everlast's pipe clamp extends circumferentially from a first mating end to a second mating end. Exhibit B, 1c.

25. Liaocheng Everlast's pipe clamp further includes a gasket disposed radially within the sleeve such that the gasket is located at least partially within the rib. Exhibit B, 1d.

26. With respect to claim 16 and as shown in Exhibit C, 16a, Liaocheng Everlast's pipe clamp includes a band extending circumferentially from a first end to a second end. The band has a pair of axial ends. Exhibit C, 16a.

27. The band of Liaocheng Everlast's pipe clamp, Exhibit C, 16a, includes a radially protruding rib located inwardly of the axial ends of the band and extend continuously at least part way between the first and second ends. Exhibit C, 16a.

28. The first and second ends of the band comprise radially extending flanges. Exhibit C, 16a.

29. Each of the end portions being folded back over itself to provide said flange with an inner and outer leg, Exhibit C, 16a.

30. The rib of the Liaocheng Everlast's pipe clamp extends into at least a lower portion of said inner and outer leg of each flange. Exhibit C, 16a.

31. Liaocheng Everlast's pipe clamp includes a tightening mechanism connected to the band to draw the first and second ends toward and away from each other for tightening and loosening of the band. Exhibit C, 16b.

32. Liaocheng Everlast's pipe clamp further includes a split sleeve disposed within the band and located at least within the rib. Exhibit C, 16c.

33. The split sleeve extends circumferentially from a first mating end to a second mating end. Exhibit C, 16c.

34. When tightened, the band compresses the sleeve via direct contact between a radially inward surface of the rib, and an outer surface of the sleeve.

35. The split sleeve of Liaocheng Everlast's pipe clamp extends circumferentially from a first mating end to a second mating end. Exhibit C, 16c.

36. Liaocheng Everlast's pipe clamp further includes a gasket disposed radially within the sleeve such that the gasket is located at least partially within the rib. Exhibit C, 16d.

37. Liaocheng Everlast has directly infringed, and continues to directly infringe, at least claims 1 and 16 of the '539 in violation of 35 U.S.C. § 271(a), either literally or under the doctrine of equivalents, by making, using, importing, offering to sell, and/or selling its infringing pipe clamp, and will continue to infringe unless enjoined by this Court.

38. With knowledge of Norma's patent rights and knowing Defendant's pipe clamp infringes claims of the '539 patent, Liaocheng Everlast has also induced infringement, by purchasers and users of Defendant's pipe clamp, of at least Claims 1 and 16 of the '539 patent.

39. Defendant has indirectly infringed, and continues to indirectly infringe, at least claims 1 and 16 of the '539 patent in violation of 35 U.S.C. § 271(b), and will continue to infringe unless enjoined by this Court.

40. Defendant's infringing conduct has caused, is causing, and will continue to cause irreparable injury to Norma unless such infringing conduct is enjoined by this Court.

41. On information and belief, Defendant knowingly and intentionally infringed and continues to infringe at least claims 1 and 16 of the '539 Patent, by virtue of its prior knowledge of the '539 Patent.

RELIEF REQUESTED

WHEREFORE, Norma respectfully requests that this Court enter a judgment that:

A. Finds Liaocheng Everlast has directly infringed, and is directly infringing, one or more claims of the '539 patent;

B. Finds Liaocheng Everlast has indirectly infringed, and is indirectly infringing, one or more claims of the '539 patent;

C. Awards Norma damages adequate to compensate for Liaocheng Everlast's infringement of the '539 patent under 35 U.S.C. § 284 of not less than a reasonable royalty and increases those damages up to three times;

D. Finds this case exceptional as set forth in 35 U.S.C. § 285;

E. Awards Norma its attorneys' fees;

F. Orders Liaocheng Everlast and its officers, directors, agents, servants, employees, successors, assigns, and all persons in active concert or participation with Defendant, be preliminarily and permanently enjoined from infringing the '539 patent pursuant 35 U.S.C. § 283;

G. Awards Norma costs, pre-judgment, and post-judgment interest at the maximum allowable rate; and

H. Awards Norma such further relief as the Court deems just and proper.

Respectfully submitted,

Dated: December 17, 2024

By: /s/ Richard W. Hoffmann

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JURY TRIAL DEMANDED

Norma demands a jury trial on all issues so triable.

Respectfully submitted,

Dated: December 17, 2024

By: /s/ Richard W. Hoffmann

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