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3 **UNITED STATES DISTRICT COURT**
4 **FOR THE WESTERN DISTRICT OF WASHINGTON**
5 **AT SEATTLE**

6 Guangzhou Shijun Technology Ltd, et al.

7 Plaintiff,

8 v.

9 Dbest Products Inc.,

10 Defendant.

CASE NO. 2:25-CV-0288

**COMPLAINT FOR DECLARATORY
JUDGEMENT**

11 **NOW COME** Guangzhou Shijun Technology Ltd d/b/a SHELLAJUN, Guangzhou Yitaokeji
12 youxiangongsi d/b/a SIRIRIC, Guangzhou Taijing Technology Co. Ltd d/b/a TAIJING,
13 Guangzhou Nanzhoukeji Youxiangongsi d/b/a wookon, Guangzhou Yichenkeji Ltd. d/b/a
14 gerritfany, and Guangzhou Beidouhuliankeji Company Limited d/b/a Karramlili (“Plaintiffs”), by
15 and through their undersigned counsel, and for their complaint against defendant Dbest Products
16 Inc (“Defendant”) allege as follows:
17

18 **Introduction**

19 1. This action is filed by Plaintiff to, *inter alia*, obtain determinations that the ‘576 Patent is in-
20 valid and unenforceable. A true and correct copy of the ‘576 Patent is attached as **Exhibit 1**.

21 **Parties**

22 2. Plaintiff Guangzhou Shijun Technology Ltd is a Chinese limited company doing business on
23 the Amazon.com marketplace under the name SHELLAJUN (Seller ID A7TQ2-
24 TYU2XW4M).
25

3. Plaintiff Guangzhou Yitaokeji youxiangongsi is a Chinese limited company doing business on the Amazon.com marketplace under the name SIRIRIC (Seller ID A2U11ZP56JYKC).
4. Plaintiff Guangzhou Taijing Technology Co. Ltd is a Chinese limited company doing business on the Amazon.com marketplace under the name TAIJING (A2EENQE7XOSGMQ).
5. Plaintiff Guangzhou Nanzhoukeji Youxiangongsi is a Chinese limited company doing business on the Amazon.com marketplace under the name wookon (Seller ID A18ROTPX3WN-L5F).
6. Plaintiff Guangzhou Yichenkeji Ltd. is a Chinese limited company doing business on the Amazon.com marketplace under the name gerritfany (Seller ID A2DCBNZH86U741).
7. Plaintiff Guangzhou Beidouhuliankeji Company Limited is a Chinese limited company doing business on the Amazon.com marketplace under the name Karramlili (A1S2A1S8K3PB3H).
8. Defendant is, on information and belief, a California corporation and owner of the ‘576 Patent.

Jurisdiction and Venue

9. This Court has original subject matter jurisdiction over the claims in this action pursuant to 35 U.S.C. § 100, et seq. and 28 U.S.C. §§ 1331, 1338(a), and 2201-2202.
10. This Court has jurisdiction over the claims herein arising under the laws of the State of Washington pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.
11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendant because Defendant, through its wrongful enforcement of the ‘576 Patent against Plaintiff on the Amazon.com platform that is based in this fo-

1 rum, has caused Plaintiff's sales of certain ceiling fan products into Washington and else-
2 where to cease. Prior to Defendant's wrongful enforcement of the '576 Patent against the
3 Products, Plaintiff enjoyed sales of the products on the Amazon.com platform, however once
4 Defendant wrongfully enforced its '576 Patent against the products through Amazon.com's
5 infringement reporting function, Plaintiff's sales of the products into Washington and else-
6 where to cease. Defendant has committed and is committing tortious acts in Washington and
7 this Judicial District, and caused Plaintiff injury in Washington, including through the wrong-
8 ful prevention of Plaintiff's sales and shipments of its products into Washington and this Ju-
9 dicial District.

10 **12.** Based on Defendant's actions there exists an actual substantial controversy between the par-
11 ties with adverse legal interests such immediacy and existence so to warrant a declaratory
12 judgment.

13 **Plaintiffs' Businesses**

14 **13.** Plaintiff Guangzhou Shijun Technology Ltd is the registrant and operator of the SHELLA-
15 JUN Amazon.com storefront through which each sells a variety of products, including stor-
16 age cabinets. Seven such products Plaintiff Guangzhou Shijun Technology Ltd sold were
17 designated with Amazon Standard Identification Numbers (ASINs) B0CHJBVYNY,
18 B0CHJBMKHD, B0CHJCNGDT, B0DCB9RXMZ, B0CHJ8XV4V (the "SHELLAJUN
19 Products").
20

21 **14.** Plaintiff Guangzhou Yitaokeji youxiangongsi is the registrant and operator of the SIRIRIC
22 Amazon.com storefront through which it sells a variety of products, including storage cabi-
23 nets. Eighteen such products Plaintiff Guangzhou Yitaokeji youxiangongsi sold were desig-
24 nated with ASINs B0C4XB4QCC, B0C4X8FGWH, B0CD29FVKH, B0BPLSSL75, B0B-
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26

1 PLSVFPQ, B0BSH13PZY, B0BPHDVB9V, B0C4X9TG3J, B0C4XCR79T, B0CD288CTF,
2 B0BPLNM2S5, B0BPLS8LF2, B0C7BNLHTV, B0CD7LPTNX, B0C7BNJVCN, B0D-
3 P26882F, B0DP267B9Q, B0DP24NKBF (the “SIRIRIC Products”).

4 **15.** Plaintiff Guangzhou Taijing Technology Co. Ltd is the registrant and operator of the TAI-
5 JING Amazon.com storefront through which it sells a variety of products, including storage
6 cabinets. Three such products Plaintiff Guangzhou Taijing Technology Co. Ltd sold were
7 designated with ASINs B0DP279TKV, B0DKX7YH5F, B0D7DJZVVM (the “TAIJING
8 Products”).

9 **16.** Plaintiff Guangzhou Nanzhoukeji Youxiangongsi is the registrant and operator of the
10 wookon Amazon.com storefront through which it sells a variety of products, including stor-
11 age cabinets. Sixteen such products Plaintiff Guangzhou Nanzhoukeji Youxiangongsi sold
12 were designated with ASINs B0DP415S72, B0BC93Q8KZ, B0BC92SW9N, B0B-
13 PLQM66N, B0DP42JKND, B0DP45N81W, B0BC93CM2F, B0BPLRP92H,
14 B0D5Y2VDHG, B0D9QYN6XM, B0DP25R65C, B0DP25CR42, B0DP488HV8,
15 B0BZ81MFDN, B0BZ85D31X, B0BQ7HKXP1 (the “wookon Products”).

16 **17.** Plaintiff Guangzhou Yichenkeji Ltd. is the registrant and operator of the gerritfany Amazon.-
17 com storefront through which is sells a variety of products, including storage cabinets. Nine
18 such products Plaintiff Guangzhou Yichenkeji Ltd. sold were designated with ASINs
19 B0B87D6NR9, B0B87FNCX1, B0BLSMN7SY, B0BLSM9ZL2, B0B81X9DCX,
20 B0B81ZYVVK, B0B87DLGZ6, B0B87FM5MB, B0BLSMRDQK (the “gerritfany Prod-
21 ucts”).
22

23 **18.** Plaintiff Guangzhou Beidouhuliankeji Company Limited is the registrant and operator of the
24 Karramlili Amazon.com storefront through which is sells a variety of products, including
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1 storage cabinets. Thirteen such products Plaintiff Guangzhou Beidouhuliankeji Company
2 Limited sold were designated with ASINs B0D5XST3KX, B0D9QKBM2Q, B0DB-
3 VK1NW4, B0CHJ6M9SZ, B0CHJ8ZRYN, B0DP4J2MKT, B0DP4MJGB7, B0DP25ZW5P,
4 B0DP27V6Z9, B0DP25F43N, B0DP2618B5, B0DNWVCDB9, B0DNWTZ5Y5 (the “Kar-
5 ramlili Products”)

6 Defendant’s Wrongful Acts

7 **19.** Plaintiff Guangzhou Shijun Technology Ltd received notifications from Amazon that in-
8 fringement complaints had been issued against the SHELLAJUN Products. True and correct
9 copies of the Complaint IDs 16602835481 and 16861269581 (the “SHELLAJUN Com-
10 plaints”) are attached hereto as **Exhibit 2.**

11 **20.** Plaintiff Guangzhou Yitaokeji youxiangongsi received notifications from Amazon that in-
12 fringement complaints had been issued against the SIRIRIC Products. True and correct
13 copies of the Complaint IDs 16723821551, 16807170381, 16861269581, and 16867632251
14 (the “SIRIRIC Complaints”) are attached hereto as **Exhibit 3.**

15 **21.** Amazon delisted the TAIJING Prioducts from TAIJING storefront, on information and belief
16 as a result of patent infringement claims concerning the ‘576 Patent and issued by Defendant.

17 **22.** Plaintiff Guangzhou Nanzhoukeji Youxiangongsi received notifications from Amazon that
18 an infringement complaint had been issued against the wookon Products. A true and correct
19 copy of Complaint ID 16807170381 (the “wookon Complaint”) is attached hereto as **Exhibit**
20 **4.**

21 **23.** Plaintiff Guangzhou Yichenkeji Ltd. received notifications from Amazon that infringement
22 complaints had been issued against the gerritfany Products. True and correct copies of the
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Complaint IDs 16692061841 and 16696504481 (the “gerritfany Complaints”) are attached hereto as **Exhibit 5**.

24. Plaintiff Guangzhou Beidouhuliankeji Company Limited received notifications from Amazon that infringement complaints had been issued against the Karramlili Products. True and correct copies of the Complaint IDs 16723485171, 16785671891, and 16807170381 (the “Karramlili Complaints”) are attached hereto as **Exhibit 6**.

25. On information and belief and as identified in the Complaint, Defendant, who has represented to Amazon.com that it owns the rights in the ‘576 Patent, caused the Complaints to be submitted to Amazon.com and used to prevent Plaintiffs from selling their respective products.

26. Plaintiff Guangzhou Shijun Technology Ltd has been prevented from selling the SHELLAJUN Products on the Amazon.com platform, including into Washington.

27. Plaintiff Guangzhou Yitaokeji youxiangongsi has been prevented from selling the SIRIRIC Products on the Amazon.com platform, including into Washington.

28. Plaintiff Guangzhou Taijing Technology Co. Ltd has been prevented from selling the TAIJING Products on the Amazon.com platform, including into Washington.

29. Plaintiff Guangzhou Nanzhoukeji Youxiangongsi has been prevented from selling the wookon Products on the Amazon.com platform, including into Washington.

30. Plaintiff Guangzhou Yichenkeji Ltd. has been prevented from selling the gerritfany Products on the Amazon.com platform, including into Washington.

31. Plaintiff Guangzhou Beidouhuliankeji Company Limited has been prevented from selling the Karramlili Products on the Amazon.com platform, including into Washington.

1 32. Defendant's wrongful enforcement of the '576 Patent has and continues to cause harm to
2 Plaintiffs by interfering with their ability to sell their respective Products.

3 33. Defendant's conduct and accusations of infringement raise an actual case or controversy be-
4 tween the parties.

5 **Count I - Declaratory Judgment of Invalidity**

6 34. Plaintiffs repeats, re-alleges, and incorporates by reference the allegations set forth in Para-
7 graphs 1 through 33.

8 35. The '576 Patent includes claims for "STACKABLE COLLAPSIBLE CARTS" as shown and
9 described in the '576 Patent. A true and correct copy of the '576 Patent is attached hereto as

10 **Exhibit 1**

11 36. On information and belief, carts which are stackable and collapsible and exhibiting the same
12 features as those disclosed and claimed by the '576 Patent were on sale, sold, or described in
13 one or more printed publications prior to the priority date of the '576 patent rendering the
14 '576 patent invalid under one or more of 35 U.S.C. §§ 102, 103.

15 37. The '576 Patent is invalid under 35 U.S.C. § 112 at least for failing to distinctly set forth the
16 subject matter of the invention.

17 **Count II - Unfair Business Practices, WASH. REV. CODE § 19.86.020**

18 38. Plaintiff repeats, re-alleges, and incorporates by reference the allegations set forth in Para-
19 graphs 1 through 37.

20 39. Defendant has engaged in acts which violate Washington law including, without limitation
21 through, in the course of business, disparaging the goods, services, or business of another by
22 making a false or misleading representation of fact.
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1 40. Defendant made a false and/or misleading statement of fact to Amazon.com when it repre-
sented to Amazon.com that the Plaintiffs' respective Products infringed the '576 Patent.

2 41. Each Plaintiff has been damaged by Defendant's representations at least insofar as each
3 Plaintiff has been prevented from selling its respective Products on Amazon.com and has lost
4 income.

5 42. On information and belief, each time a company submits an infringement complaint to Ama-
6 zon, like Defendant did, Amazon maintains a record of that complaint.

7 43. On information and belief, Amazon does not rank the complaints or reconsider the merits of
8 the complaints in the event that they are determined, such as by a court, to be unfounded.

9 44. On information and belief, if a seller like each Plaintiff receives too many complaints, Ama-
10 zon will permanently revoke its ability to sell on Amazon and may liquidate the seller's re-
11 maining funds.

12 45. On information and belief, if a seller's ability to sell on Amazon is revoked, it loses all of its
13 reviews and Amazon site rankings.

14 46. Thus, even if a seller like each Plaintiff relaunches a product that had been complained of,
15 but for example, a court had determined that the complaint was unfounded, the seller will
16 have to rebuild its ranking which is extremely difficult to do.

17 47. Due to Defendant's wrongful Complaint, each Plaintiffs' Amazon seller profile has been per-
18 manently damaged, and each Plaintiff's Amazon.com seller account is at further risk of being
19 revoked.

20 48. Defendant's submission of its wrongful Complaint to Amazon.com to effect the removal of
21 the Products offends public policy and is unethical, oppressive, and unscrupulous.

22 49. Each Plaintiff is entitled to injunctive relief, damages, costs, and attorney's fees.

Count III - Tortious Interference with Prospective Economic Advantage

1 **50.** Each Plaintiff repeats, re-alleges, and incorporates by reference the allegations set forth in
2 Paragraphs 1 through 49.

3 **51.** Each Plaintiff had a business relationship with Amazon.com wherein Plaintiff was permitted
4 to sell their respective Products on the Amazon.com platform. Between 202 and 2024, Plain-
5 tiffs sold Products through the United States and into Washington.

6 **52.** Each Plaintiff reasonably expected that it would continue to sell the Products on the Ama-
7 zon.com platform.

8 **53.** Defendant was aware of the business relationship each Plaintiff had with Amazon.com, and
9 knew that each Plaintiff, expected to continue to sell its respective Products on Amazon.com.

10 **54.** Defendant willfully, intentionally and unjustifiably induced Amazon to terminate each Plain-
11 tiff's expectancy of continued sales of the Products on Amazon.com by making false claims
12 of patent infringement against the Plaintiff.

13 **55.** Each Plaintiff has suffered damages as a result of Defendant's wrongful conduct at least inso-
14 far as each Plaintiff has been prevented from selling products through Amazon.com, has lost
15 sales, and its seller reputation has been damaged due to Defendant's tortious actions.

16 **WHEREFORE**, each Plaintiff prays that this Court enter an Order granting the following relief
17 on the claims herein against Defendant:

18 **A.** A declaration that the claim of the '576 Patent is invalid;

19 **B.** A declaration that the '576 Patent is void and unenforceable;

20 **C.** Declaring that each Plaintiff is the prevailing party and that this is an exceptional case,
21 awarding each Plaintiff its costs, expenses, and reasonable attorney's fees under 35 U.S.C. §
22 285;

1 D. Awarding each Plaintiff damages for the injury it suffered due to Defendant's wrongful en-
forcement of the '576 Patent;

2 E. Permanently enjoining Defendant and all those acting in concert or participation with it from
3 attempting to enforce the '576 Patent and/or contacting third-parties to remove Plaintiff's or
4 third-parties' products as infringing the '576 Patent;

5 F. Awarding each Plaintiff its reasonable attorneys' fees and costs under WASH. REV. CODE
6 § 9.86.090;

7 G. Awarding each Plaintiff such other and additional and equitable relief as the Court deems just
8 and proper.
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10 Dated February 13, 2025.

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