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**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

Dongguan Zhouda Technology Co. Ltd, et al.

Plaintiffs,

v.

Xinjie Dai,

Defendant.

CASE NO. 2:25-cv-00536-TL

**FIRST AMENDED COMPLAINT FOR
DECLARATORY JUDGMENT**

NOW COME Dongguan Zhouda Technology Co. Ltd. d/b/a ANTAND, Fuzhou Jiuri E-Commerce Co. Ltd. d/b/a/ HWHIEUAIK-US, Dengzhou Sandstorm Trading Co., Ltd. d/b/a Sandstorm2024, Dengzhou Muyi Commerce Co. Ltd., d/b/a ZJT, Dengzhou Xingshan Trading Co., Ltd d/b/a DDDU, Dengzhou Chenglechuang Trading Co., Ltd d/b/a Noliiii, and Linyi Yupin Trading Co., Ltd. d/b/a LINYI (“Plaintiffs”), by and through their undersigned counsel, and for their first amended complaint against defendant Xinjie Dai (“Defendant”) allege as follows:

Introduction

1. This action is filed by Plaintiff to, *inter alia*, obtain determinations that the ‘616 Patent is invalid and unenforceable. A true and correct copy of U.S. Patent No. D1,056,616 (the “‘616 Patent”) is attached as **Exhibit 1**.

Parties

2. Plaintiff Dongguan Zhouda Technology Co. Ltd. is a Chinese limited company doing business on the Amazon.com marketplace under the name ANTAND (Seller ID: ATVPDKIKX0DER).

3. Plaintiff Fuzhou Jiuri E-Commerce Co. Ltd. is a Chinese limited company doing business on the Amazon.com marketplace under the name HWHIEUAIK-US (Seller ID: ABPY1MOVEC1K4).
4. Plaintiff Dengzhou Sandstorm Trading Co., Ltd. is a Chinese limited company doing business on the Amazon.com marketplace under the name Sandstorm2024 (Seller ID: A20AZFG4G08WU).
5. Plaintiff Dengzhou Muyi Commerce Co. Ltd. is a Chinese limited company doing business on the Amazon.com marketplace under the name ZJT (Seller ID: AS0VNQEQQIDPT).
6. Plaintiff Dengzhou Xingshan Trading Co., Ltd is a Chinese limited company doing business on the Amazon.com marketplace under the name DDDU (Seller ID: A3AUTO75H9FL14).
7. Plaintiff Dengzhou Chenglechuang Trading Co. is a Chinese limited company doing business on the Amazon.com marketplace under the name Noliii (Seller ID: A2NH6HZLQHE9LN).
8. Plaintiff Linyi Yupin Trading Co., Ltd. is a Chinese limited company doing business on the Amazon.com marketplace under the name LINYI (Seller ID: ACU7QLAE7Q363).
9. Defendant is, on information and belief, a Chinese individual and the purported owner of the '616 Patent.

Jurisdiction and Venue

10. 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.
11. 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.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly

1 exercise personal jurisdiction over Defendant because Defendant, through its wrongful
 2 enforcement of the ‘616 Patent against Plaintiffs on the Amazon.com platform that is based
 3 in this forum, has caused Plaintiffs’ sales of certain lid products into Washington and
 4 elsewhere to cease. Prior to Defendant’s wrongful enforcement of the ‘616 Patent against the
 5 lid products, Plaintiffs enjoyed sales of the products on the Amazon.com platform, however
 6 after Defendant wrongfully enforced its ‘616 Patent against the Plaintiffs’ lid products
 7 through Amazon.com’s infringement reporting function, Plaintiffs’ sales of the lid products
 8 into Washington and elsewhere were ceased. Defendant has committed and is committing
 9 tortious acts in Washington and this Judicial District, and caused Plaintiffs injury in Washing-
 10 ton, including through the wrongful prevention of Plaintiffs’ sales and shipments of their lid
 11 products into Washington and this Judicial District.

13. Based on Defendant’s actions there exists an actual substantial controversy between the
 14 parties with adverse legal interests such immediacy and existence so to warrant a declaratory
 15 judgment.
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17 **Plaintiffs’ Businesses**

18 14. Plaintiff Dongguan Zhouda Technology Co. Ltd. is the registrant and operator of the
 19 ANTAND Amazon.com storefront through which each sells a variety of products, including
 20 cup lids. One such product Plaintiff Dongguan Zhouda Technology Co. Ltd. sold was
 21 designated with Amazon Standard Identification Number (ASIN) B0DSJRM8D (the
 22 “ANTAND Products”).
 23

24 15. Plaintiff Fuzhou Jiuri E-Commerce Co. Ltd. is the registrant and operator of the
 25 HWHIEUAIK-US Amazon.com storefront through which it sells a variety of products,
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including cup lids. One such product Plaintiff Fuzhou Jiuri E-Commerce Co. Ltd. sold was designated with ASIN B0DRVBT6NG (the “HWHIEUAIK-US Products”).

16. Plaintiff Dengzhou Sandstorm Trading Co., Ltd. is the registrant and operator of the Sandstorm2024 Amazon.com storefront through which it sells a variety of products, including cup lids. Twenty-nine such products Plaintiff Dengzhou Sandstorm Trading Co., Ltd. sold were designated with ASINs B0DSFVTB59, B0DSFSQ17X, B0DSFSMMT9, B0DSFV2GBQ, B0DSFSP7DJ, B0DSFRWP1T, B0DSFS741X, B0DSFSJ1ZP, B0DSFRHWP8, B0DSFQ2YJL, B0DSFS5QMB, B0DSFTZM6V, B0DSFR2JLZ, B0DSFQ4HPJ, B0DSFR44S2, B0DSZXZH73, B0DSFTSZJS, B0DSFRPY6B, B0DSFR258J, B0DSFR4V8X, B0DSFRM3J6, B0DSFRCHM9, B0DSFS4D5M, B0DSFSW78G, B0DSFQ1BYX, B0DSFTWQC5, B0DSFRGDDL, B0DSFSMRHM, and B0DSFRWP82 (the “Sandstorm2024 Products”).

17. Plaintiff Dengzhou Mui Commerce Co. Ltd. is the registrant and operator of the ZJT Amazon.com storefront through which it sells a variety of products, including cup lids. Thirty six such products Plaintiff Dengzhou Mui Commerce Co. Ltd. sold were designated with ASINs B0DT17L2SD, B0DT151DK4, B0DT17229J, B0DT18B8WC, B0DT18XBV2, B0DT1B3MFX, B0DT18BMMP, B0DS25STRT, B0DT174CTJ, B0DT16MMGZ, B0DT18FF94, B0DSVWN96V, B0DSVTFXZ4, B0DS25BCDD, B0DSVWDFQ6, B0DS24KNPG, B0DS26SYYG, B0DSVSM2MV, B0DSVTXJ2B, B0DRFPDHRN, B0DJVK5PD4, B0DS289CXP, B0DRFM91MB, B0DS25M5ZR, B0DRFN72G5, B0DSVT9R6B, B0DJVL2ZDW, B0DJVK8J8K, B0DS25PB59, B0DJVKBCQY, B0DSVWCTX6, B0DSVTP6H9, B0DS24MX9N, B0DRFNCLMH, B0DSVW1TP6, and B0DJVHBBZF (the “ZJT Products”).

18. Plaintiff Dengzhou Xingshan Trading Co., Ltd is the registrant and operator of the DDDU

Amazon.com storefront through which it sells a variety of products, including cup lids.

Twelve such products Plaintiff Dengzhou Xingshan Trading Co., Ltd sold were designated with ASINs B0DS1VC3CG, B0DS1TLXQT, B0DS1T9CHX, B0DS1VP1D4, B0DS1V2YXX, B0DS1TF7GS, B0DS1VB3KQ, B0DS1SPV3C, B0DS1TQZNS, B0DS1RQBV9, B0DS1SC62T, and B0DS1SZGDM (the “DDDU Products”).

19. Plaintiff Dengzhou Chenglechuang Trading Co. is the registrant and operator of the Noli

Amazon.com storefront through which it sells a variety of products, including cup lids.

Twelve such products Plaintiff Dengzhou Chenglechuang Trading Co. sold were designated with ASINs B0DS2BRJJC, B0DS2C53PN, B0DS2BBXYL, B0DS2C8JTN, B0DS2C8R5T, B0DS2C5KZ1, B0DS2CJVDS, B0DS2CTQ67, B0DS2C7GG8, B0DS2BQ7PF, B0DS2C7X7J, and B0DS29TC47 (the “Noli Products”).

20. Plaintiff Linyi Yupin Trading Co., Ltd. is the registrant and operator of the LINYI

Amazon.com storefront through which it sells a variety of products, including cup lids. Ten such products Plaintiff Linyi Yupin Trading Co., Ltd. sold were designated with ASINs B0DTG51N36, B0DTG6HZGD, B0DTG7NXLN, B0DTG8SJ3Y, B0DTG9KN8R, B0DYNWGLLW, B0DYNZ3CYH, B0DYP23KYG, B0DTG8HFHJ, and B0DTG6SVZT (the “LINYI Products”).

Defendant’s Wrongful Acts

21. Plaintiff Dongguan Zhouda Technology Co. Ltd. received notifications from Amazon that

infringement complaints had been issued against the ANTAND Products. A true and correct copies of Complaint ID 17174347811 (the “ANTAND Complaint”) is attached hereto as

Exhibit 2.

22. Plaintiff Fuzhou Jiuri E-Commerce Co. Ltd. received notifications from Amazon that
infringement complaints had been issued against the HWHIEUAIK-US Products. A true and
correct copy of Complaint ID 17242625271 (the “HWHIEUAIK-US Complaints”) is
attached hereto as **Exhibit 3**.

23. Plaintiff Dengzhou Sandstorm Trading Co., Ltd. received notifications from Amazon that an
infringement complaint had been issued against the Sandstorm2024 Products. A true and
correct copy of Complaint ID 17456741711 (the “Sandstorm2024 Complaint”) is attached
hereto as **Exhibit 4**.

24. Plaintiff Dengzhou Mui Commerce Co. Ltd. received notifications from Amazon that
infringement complaints had been issued against the ZJT Products. True and correct copies
of the Complaint IDs 17422703331 and 17421719491 (the “ZJT Complaints”) are attached
hereto as **Exhibit 5**.

25. Plaintiff Dengzhou Xingshan Trading Co., Ltd received notifications from Amazon that
infringement complaints had been issued against the DDDU Products. A true and correct
copy of the Complaint ID 17473583681 (the “DDDU Complaint”) is attached hereto as
Exhibit 6.

26. Plaintiff Dengzhou Chenglechuang Trading Co. received notifications from Amazon that
infringement complaints had been issued against the Noli Products. A true and correct copy
of the Complaint ID 17473583681 (the “Noli Complaint”) is attached hereto as **Exhibit 7**.

27. Plaintiff Linyi Yupin Trading Co., Ltd. received notifications from Amazon that infringement
complaints had been issued against the YINLI Products. A true and correct copy of the
Complaint ID 17472741251 (the “YINLI Complaint”) is attached hereto as **Exhibit 8**.

- 1 represented to Amazon.com that it owns the rights in the '616 Patent, caused the complaints
2 to be submitted to Amazon.com and used to prevent Plaintiffs from selling their respective
3 products.
- 4 **29.** Plaintiff Dongguan Zhouda Technology Co. Ltd. has been prevented from selling the
5 ANTAND Products on the Amazon.com platform, including into Washington.
- 6 **30.** Plaintiff Fuzhou Jiuri E-Commerce Co. Ltd. has been prevented from selling the
7 HWHIEUAIK-US Products on the Amazon.com platform, including into Washington.
- 8 **31.** Plaintiff Dengzhou Sandstorm Trading Co., Ltd. has been prevented from selling the
9 Sandstorm2024 Products on the Amazon.com platform, including into Washington.
- 10 **32.** Plaintiff Dengzhou Muyi Commerce Co. Ltd. has been prevented from selling the ZJT
11 Products on the Amazon.com platform, including into Washington.
- 12 **33.** Plaintiff Dengzhou Xingshan Trading Co., Ltd has been prevented from selling the DDDU
13 Products on the Amazon.com platform, including into Washington.
- 14 **34.** Plaintiff Dengzhou Chenglechuang Trading Co. has been prevented from selling the Noli
15 Products on the Amazon.com platform, including into Washington.
- 16 **35.** Plaintiff Linyi Yupin Trading Co., Ltd. has been prevented from selling the YINLI Products
17 on the Amazon.com platform, including into Washington.
- 18 **36.** Defendant's wrongful enforcement of the '616 Patent has and continues to cause harm to
19 Plaintiffs by interfering with their ability to sell their respective Products.
- 20 **37.** Defendant's conduct and accusations of infringement raise an actual case or controversy
21 between the parties.
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25 **Count I - Declaratory Judgment of Invalidity**

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38. Plaintiffs repeat, re-alleges, and incorporates by reference the allegations set forth in Paragraphs 1 through 37.

39. The ‘616 Patent includes a single claim to the ornamental design for a “TUMBLER LID” as shown and described in the ‘616 Patent. A true and correct copy of the ‘616 Patent is attached hereto as Exhibit 1

40. On information and belief, cup lids exhibiting the same ornamental features as those disclosed and claimed by the ‘616 Patent were on sale, sold, or described in one or more printed publications prior to the priority date of the ‘616 Patent rendering the ‘616 Patent invalid under one or more of 35 U.S.C. §§ 102, 103.

41. Additionally, or in the alternative, the drawings of the ‘616 Patent are indefinite.

42. Only solid lines may be used to identify the subject matter of the claimed design.

43. Dashed (or broken) lines cannot form the subject matter of the claimed design.

44. Many of the drawings in the ‘616 Patent include lines that at some points appear to be solid lines, but at other points appear to be dashed (or broken) lines.

45. Due to the indefinite nature of the ‘616 Patent’s drawings, it is not possible to discern the proper scope of the ornamental design purportedly claimed in the ‘616 Patent.

46. The ‘616 Patent is invalid under 35 U.S.C. § 112 at least for failing to distinctly set forth the subject matter of the invention.

47. Additionally, or in the alternative, the ‘616 Patent is invalid under 35 U.S.C. § 171 because the design of the purported invention is primarily functional, rather than ornamental.

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

48. Plaintiff repeats, re-alleges, and incorporates by reference the allegations set forth in Paragraphs 1 through 47.

1 49. Defendants have engaged in acts which violate Washington law including, without limitation
2 through, in the course of business, disparaging the goods, services, or business of another by
3 making a false or misleading representation of fact.

4 50. Defendants made a false and/or misleading statement of fact to Amazon.com when it
5 represented to Amazon.com that the Plaintiffs' respective Products infringed the '616 Patent.

6 51. Each Plaintiff has been damaged by Defendant's representations at least insofar as each
7 Plaintiff has been prevented from selling its respective Products on Amazon.com and has lost
8 income.

9 52. On information and belief, each time a company submits an infringement complaint to
10 Amazon, like Defendant did, Amazon maintains a record of that complaint.

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

13 54. On information and belief, if a seller like each Plaintiff receives too many complaints,
14 Amazon will permanently revoke its ability to sell on Amazon and may liquidate the seller's
15 remaining funds

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

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

21 57. Due to Defendant's wrongful Complaint, each Plaintiffs' Amazon seller profile has been
22 permanently damaged, and each Plaintiff's Amazon.com seller account is at further risk of
23 being revoked.
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58. Defendant's submission of its wrongful Complaint to Amazon.com to effect the removal of the Products offends public policy and is unethical, oppressive, and unscrupulous.

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

Count III - Tortious Interference with Prospective Economic Advantage

60. Each Plaintiff repeats, re-alleges, and incorporates by reference the allegations set forth in Paragraphs 1 through 59.

61. Each Plaintiff had a business relationship with Amazon.com wherein Plaintiff was permitted to sell their respective Products on the Amazon.com platform.

62. Each Plaintiff reasonably expected that it would continue to sell the Products on the Amazon.com platform.

63. Defendant was aware of the business relationship each Plaintiff had with Amazon.com, and knew that each Plaintiff, expected to continue to sell their respective products on Amazon.com.

64. Defendant willfully, intentionally and unjustifiably induced Amazon to terminate each Plaintiff's expectancy of continued sales of the Products on Amazon.com by making false claims of patent infringement against the Plaintiff.

65. Each Plaintiff has suffered damages as a result of Defendant's wrongful conduct at least insofar as each Plaintiff has been prevented from selling products through Amazon.com, has lost sales, and its seller reputation has been damaged due to Defendant's tortious actions.

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

A. A declaration that the claim of the '616 Patent is invalid;

B. A declaration that the '616 Patent is void and unenforceable;

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

D. Awarding each Plaintiff damages for the injury it suffered due to Defendant's wrongful
enforcement of the '616 Patent;

E. Permanently enjoining Defendant and all those acting in concert or participation with it from
attempting to enforce the '616 Patent and/or contacting third-parties to remove Plaintiff's or
third-parties' products as infringing the '616 Patent;

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

G. Awarding each Plaintiff such other and additional and equitable relief as the Court deems just
and proper.

Dated this April 7, 2025.

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