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HANGZHOU CHIC INTELLIGENT  
13 TECHNOLOGY CO., LTD.

14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

17 HANGZHOU CHIC INTELLIGENT  
18 TECHNOLOGY CO., LTD.,

19 Plaintiff,

20 v.

21 RAZOR USA LLC,

22 Defendant.

Case No. 2:16-CV-06359

**COMPLAINT FOR DAMAGES  
AND INJUNCTIVE RELIEF FOR  
PATENT INFRINGEMENT  
(35 U.S.C. § 271)**

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COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF FOR PATENT  
INFRINGEMENT [35 U.S.C. § 271]

1 Plaintiff Hangzhou Chic Intelligent Technology Co., Ltd. (“Chic”) complains  
2 and alleges as following against Defendant Razor USA LLC (“Razor”).

3 **INTRODUCTION**

4 1. This is an action for patent infringement arising under the Patent Laws  
5 of the United States, 35 U.S.C. § 101 et seq.

6 2. Chic owns exclusive rights in the invention claimed in United States  
7 Patent No. 9,376,155 (Exhibit 1, the “’155 patent”), issued on June 28, 2016. The  
8 patent claims an electric balance vehicle.

9 3. Razor has infringed and continues to infringe the claimed subject  
10 matter of both the ’155 patent without Chic’s permission in connection with  
11 hoverboards that Razor makes, uses, offers for sale, sells, and/or imports into the  
12 United States.

13 4. Chic seeks, among other relief, an injunction preventing Razor from  
14 further infringing Chic’s ’155 patent, and damages caused by Razor’s patent  
15 infringement.

16 **PARTIES**

17 5. Plaintiff Chic is a company organized and existing under the laws of  
18 the People’s Republic of China with a principal place of business located at 2/F,  
19 No. 2 Building, Liangzhu University, Science and Technology Park, No. 1 Jingyi  
20 Road, Liangzhu, Hangzhou, 311112, People’s Republic of China.

21 6. Chic is a high-tech company that is supported by Zhejiang University  
22 Ministry of Education Computer Aided Product Innovation Design Engineering  
23 Center; Zhejiang University International Design; and Zhejiang Key Laboratory of  
24 Service Robot. Chic manufactures several products including the Chic Smart S1  
25 hoverboard. Chic has been assigned 70 authorized patents for its hoverboard  
26 technology and design in different regions such as China, the United States, the  
27 European Union, and Canada.



**Razor’s Hoverboards Infringe The ’155 Patent**

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2 14. U.S. Patent No. 9,376,155 (the “’155 patent”) is entitled “Electric  
3 Balance Vehicle” and was duly and legally issued by the United States Patent and  
4 Trademark Office to Chic on June 28, 2016.

5 15. At all times since the date of issuance of the ’155 patent, Chic has  
6 been, and currently is, the exclusive owner of the entire right, title and interest in  
7 and to the ’155 patent. Chic’s ownership of the ’155 patent includes, without  
8 limitation, the exclusive right to enforce the ’155 patent, the exclusive right to file  
9 actions based on infringement of the ’155 patent, the exclusive right to recover  
10 damages or other monetary amounts for infringement of the ’155 patent and the  
11 exclusive right to be awarded injunctive relief pertaining to the ’155 patent. Chic  
12 has owned the ’155 patent at all times during Razor’s infringement of the ’155  
13 patent.

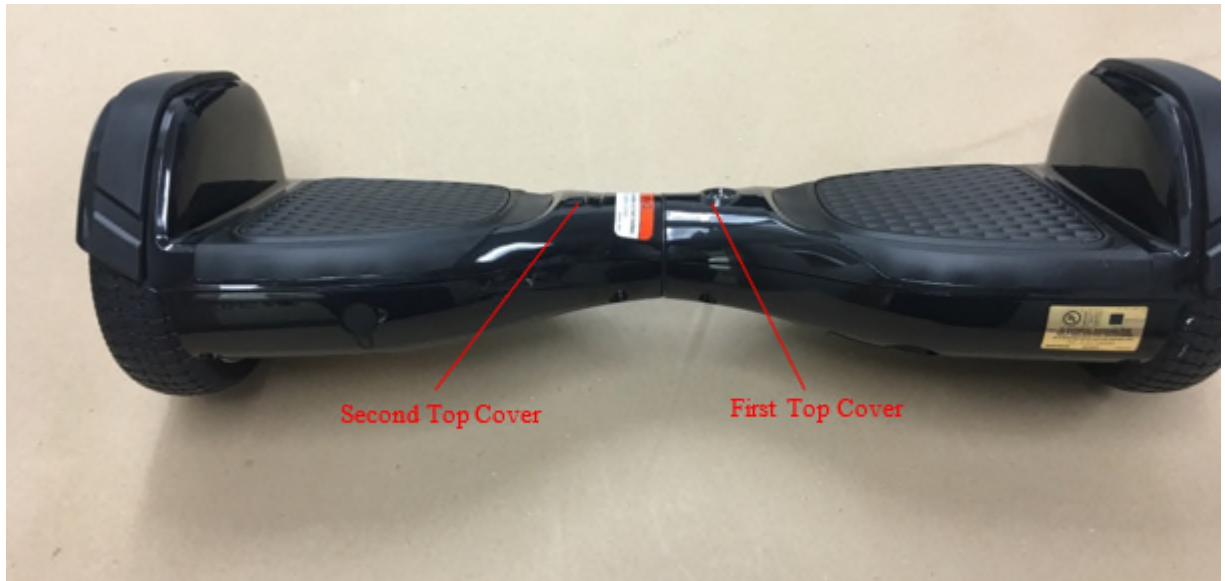
14 16. The ’155 patent is presumed to be valid.

15 17. The ’155 patent covers an electric balance vehicle comprising a top  
16 cover comprising a first top cover and a second top cover disposed symmetrically  
17 and rotatable relative to each other; a bottom cover fixed to the top cover, the  
18 bottom cover comprising a first bottom cover and a second bottom cover disposed  
19 symmetrically and rotatable relative to each other; an inner cover fixed between the  
20 top cover and the bottom cover, the inner cover comprising a first inner cover and a  
21 second inner cover disposed symmetrically and rotatable relative to each other; a  
22 rotating mechanism fixed between the first inner cover and the second inner cover;  
23 two wheels rotatably fixed at two sides of the inner cover, respectively; two hub  
24 motors fixed in the two wheels, respectively; a plurality of sensors disposed  
25 between the bottom cover and the inner cover; a power supply fixed between the  
26 first bottom cover and the first inner cover; and a controller fixed between the  
27 second bottom cover and the second inner cover, wherein the controller is

1 electrically connected with the plurality of sensors, the power supply, and the hub  
2 motors, and the controller controls the hub motors to drive the corresponding  
3 wheels to rotate according to sensing signals transmitted by the sensors.

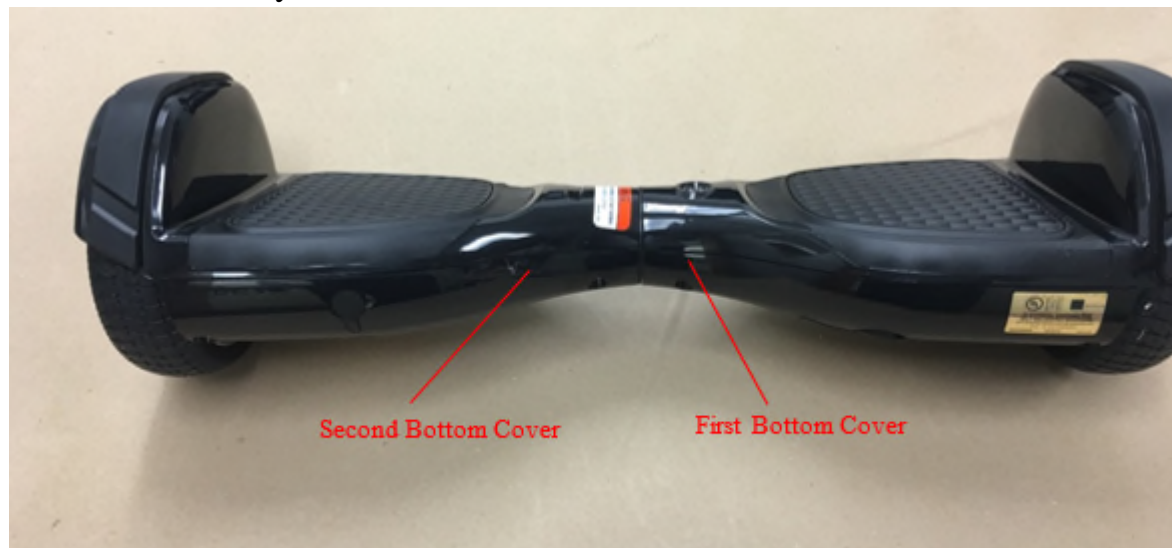
4 18. Without Chic’s authorization, Razor has made, used, sold, offered to  
5 sell, and/or imported into the United States hoverboards that infringe the ’155  
6 patent. The infringing hoverboards include at least the Razor products identified by  
7 the model names Hovertrax, Hovertrax DLX, and Hovertrax 2.0, and related or  
8 similar products (the “Infringing Hoverboards”).

9 19. The Infringing Hoverboards include a top cover comprising a first top  
10 cover and second top cover disposed symmetrically and rotatable relative to each  
11 other. *See* Hovertrax 2.0 Owner’s Manual, pg. 12 (part nos. 3 and 4). The  
12 following image of the Razor 2.0 product displays the claimed top cover. The other  
13 Infringing Hoverboards also feature a substantially similar top cover.

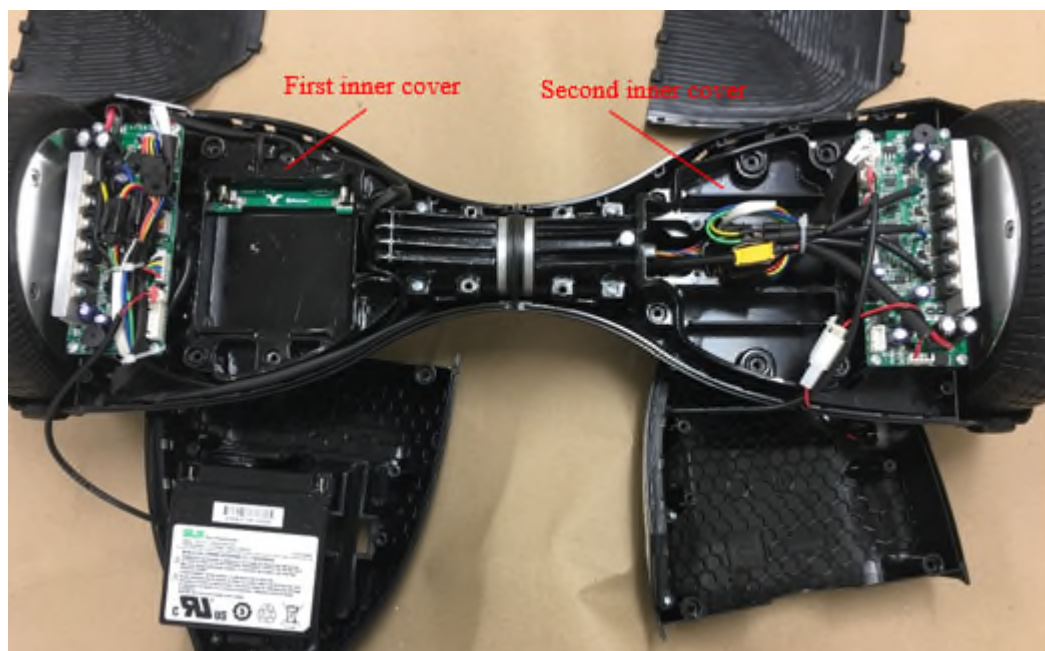


23 20. The Infringing Hoverboards include a bottom cover fixed to the top  
24 cover, the bottom cover comprising a first bottom cover and a second bottom cover  
25 disposed symmetrically and rotatable relative to each other. *See* Hovertrax 2.0  
26 Owner’s Manual, pg. 12 (part nos. 10 and 12). The following image of the Razor  
27 2.0 product displays the claimed bottom cover. The other Infringing Hoverboards

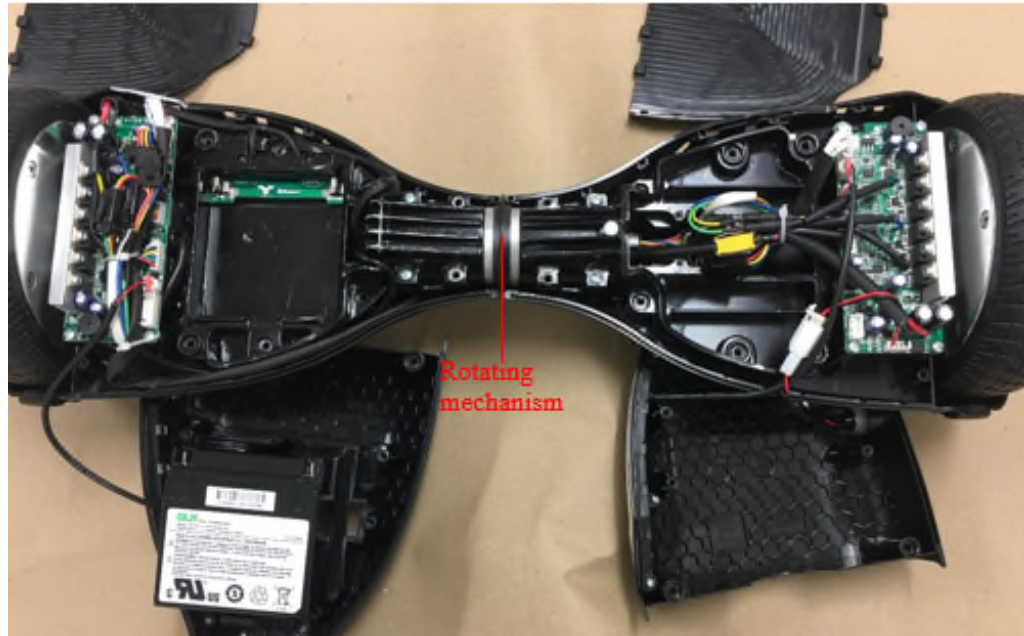
1 feature a substantially similar bottom cover as well.



10  
11 21. The Infringing Hoverboards include an inner cover fixed between the  
12 top cover and the bottom cover, the inner cover comprising a first inner cover and a  
13 second inner cover disposed symmetrically and rotatable relative to each other. *See*  
14 *Hovertrax 2.0 Owner's Manual*, pg. 12 (unnumbered parts presented between the  
15 wheels). The following image of the Razor 2.0 product displays the claimed inner  
16 cover. The other Infringing Hoverboards also feature a substantially similar inner  
17 cover.



1           22. The Infringing Hoverboards include a rotating mechanism fixed  
2 between the first inner cover and the second inner cover. *See* Hovertrax 2.0  
3 Owner’s Manual, pg. 12 (unnumbered part presented at the midpoint between the  
4 wheels). The following image of the Razor 2.0 product depicts the rotating  
5 mechanism. The other Infringing Hoverboards feature a substantially similar  
6 rotating mechanism.



17           23. On information and belief, the Infringing Hoverboards include two  
18 hub motors fixed in the two wheels, respectively. *See* Hovertrax 2.0 Owner’s  
19 Manual, pg. 12 (describing parts no. 9 as “Wheel w/ Hub Motor”). On information  
20 and belief, the other Infringing Hoverboards feature substantially similar wheels  
21 and hub motors.

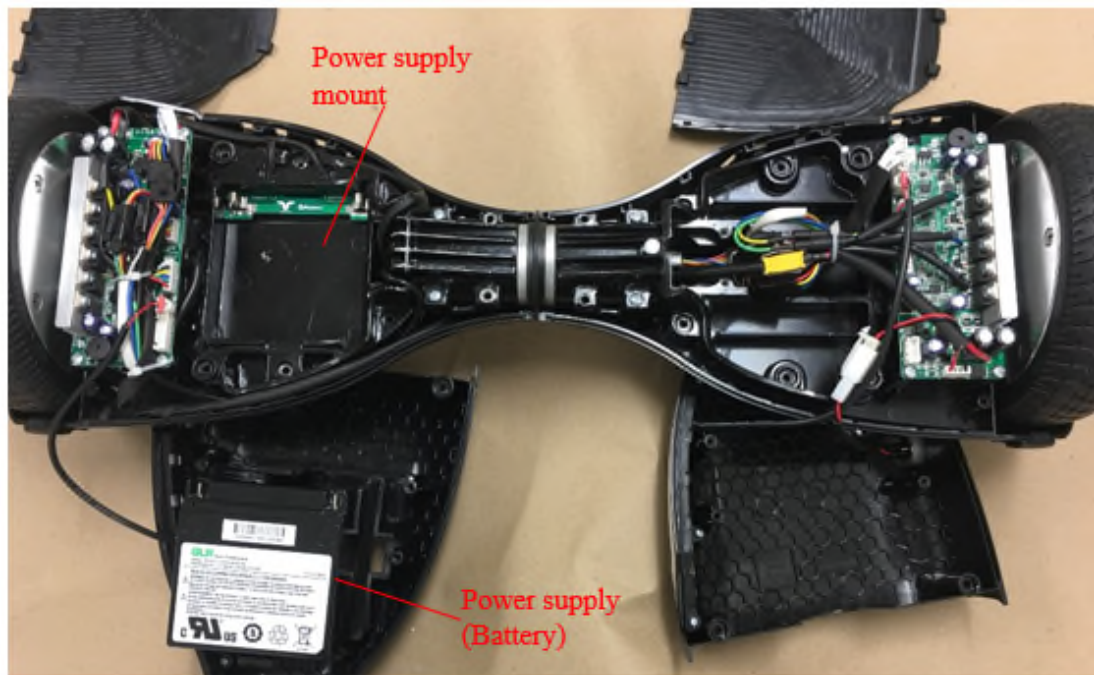
22           24. On information and belief, the Infringing Hoverboards include a  
23 plurality of sensors disposed between the bottom cover and the inner cover. On  
24 information and belief, the following image of the Razor 2.0 product depicts the  
25 sensors. On information and belief, the other Infringing Hoverboards feature  
26 substantially similar sensors.

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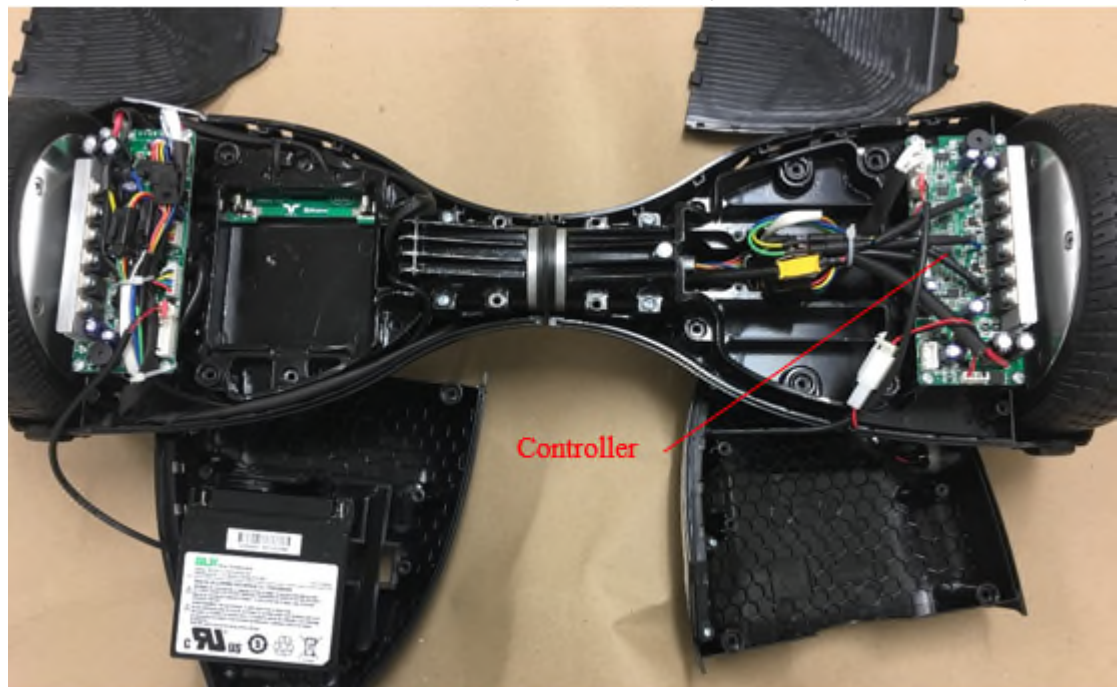


25. The Infringing Hoverboards contain a power supply fixed between the first bottom cover and the first inner cover. See Hovertrax 2.0 Owner’s Manual, pg. 12 (part no. 13). The following image of the Razor 2.0 product depicts the battery, acting as the claimed power supply. The other Infringing Hoverboards also feature a substantially similar battery positioned similarly.





1           26. On information and belief, the Infringing Hoverboards contain a  
2 controller fixed between the second bottom cover and the second inner cover,  
3 wherein the controller is electrically connected with the plurality of sensors, the  
4 power supply, and the hub motors, wherein the controller controls the hub motors  
5 to drive the corresponding wheels to rotate according to sensing signals transmitted  
6 by the sensors. On information and belief, the controller is depicted in the  
7 Hovertrax 2.0 Owner's Manual. See Hovertrax 2.0 Owner's Manual, pg. 12 (part  
8 no. 6). According to the Hovertrax 2.0 Owner's Manual, the Hovertrax interprets  
9 the angle of the foot relative to the ground as instructions that drive the hub motors.  
10 *Id.* pg. 6, 9. On information and belief, the signal originates from the sensors, is  
11 processed by the controller, and results in motion from the hub motors. On  
12 information and belief, the following image of the Razor 2.0 product depicts the  
13 battery, acting as a power supply. On information and belief, the other Infringing  
14 Hoverboards feature a controller offering substantially similar functionality as well.



**Razor's Infringing Conduct**

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2 27. Razor has infringed and continues to infringe Chic's '155 patent  
3 within the meaning of 35 U.S.C. § 271 at least by making, using, selling, offering to  
4 sell, and/or importing the Infringing Hoverboards into the United States without  
5 Chic's authorization.

6 28. Razor sells and offers to sell the Infringing Hoverboards directly to  
7 end-user customers in the United States, including California. Third-party resellers  
8 also sell and offer to sell the Infringing Hoverboards in the United States, including  
9 California.

10 29. Razor has sold, and continues to sell and offer to sell, its Infringing  
11 Hoverboards directly to end-user customers through its e-commerce website  
12 (<http://shop.razor.com/Hovertrax-Board/>) (last accessed August 24, 2016) as well as  
13 to third-party resellers, such as box chain and specialty stores, and through its  
14 wholesale distribution channels.

15 30. Razor continues to import Infringing Hoverboards into the United  
16 States and this district.

17 31. Neither Razor nor any of its suppliers are authorized licensees of the  
18 '155 patent.

19 32. Razor has represented that Zejiang Bosuer Sports Equipment Co., Ltd.  
20 ("Bosuer"), a Chinese manufacturer, was a manufacturer and supplier for Razor's  
21 hoverboard products.

22 33. Chic previously granted Bosuer a license to three Chinese patents: ZL  
23 201420314351.5, ZL 201430180556.4, and ZL 201423015165.3 (collectively the  
24 "Chinese Patents").

25 34. The Bosuer license is no longer in effect. Chic terminated the license  
26 in accordance with the termination provisions of the license on July 7, 2016, due to  
27 Bosuer's breach of the terms of the agreement.

**FIRST CAUSE OF ACTION**

**(Infringement under 35 U.S.C. § 271 of the Chic '155 patent)**

35. Chic re-alleges and incorporates by reference the allegations set forth in paragraphs 1-34 of this Complaint.

36. Chic owns the '155 patent.

37. On information and belief, Razor has and continues to directly infringe at least claim 1 of the '155 patent under 35 U.S.C. § 271, within this judicial district and elsewhere, either literally or under the doctrine of equivalents, by making, using, selling, offering to sell, and importing into the United States the Infringing Hoverboards.

38. On information and belief, Razor has had notice of Chic's '155 patent since its issuance. Further, Razor has had notice of the '155 patent and Chic's allegations of infringement since at least August 22, 2016, when Chic filed a Second Amended Complaint in Case No. 2:16-cv-03496-RGK-AJWx. Razor's continued infringement of the '155 patent is willful.

39. Neither Razor nor any of its suppliers have a valid license to make, sell or import products practicing the '155 patent.

40. Due to Razor's infringement of the '155 patent, Chic has suffered, is suffering, and will continue to suffer irreparable injury for which Chic has no adequate remedy at law, including loss of customers, loss of market-share, price erosion, and loss of customer goodwill. Chic is therefore entitled to a preliminary and permanent injunction against Razor's further infringing conduct.

41. Chic has been and continues to be damaged by Razor's infringement, including damages in the form of Chic's profits lost due to such infringement. Chic is therefore entitled to recover damages of no less than a reasonable royalty, all in an amount to be proven at trial.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiff Chic prays for relief as follows:

1. A judgment that Razor has infringed and is infringing the '155 patent;
2. An order preliminarily enjoining Razor and all persons and entities acting in concert with Razor, from infringing the '155 patent;
3. An order and judgment permanently enjoining Razor and all persons and entities acting in concert with Razor, from infringing the '155 patent;
4. A judgment and order requiring Razor to pay Chic its lost profits caused by Razor's infringement of the '155 patent (but in no event less than a reasonable royalty) pursuant to 35 U.S.C. § 284;
5. A judgment and order requiring Razor to pay Chic any supplemental damages for any continuing post-verdict infringement up until entry of the final judgment, with an accounting, as needed;
6. A judgment and order requiring Razor to pay Chic increased damages up to three times the amount found or assessed pursuant to 35 U.S.C. § 284;
7. A judgment and order requiring Razor to pay Chic pre-judgment and post-judgment interest on any damages or profits awarded;
8. A determination that this action is an exceptional case pursuant to 35 U.S.C. § 285;
9. An award of Chic's attorneys' fees for bringing and prosecuting this action;
10. An award of Chic's costs and expenses incurred in bringing and prosecuting this action; and
11. Such further and additional relief as this Court deems just and proper.

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**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 28, Chic hereby demands a jury for all issues so triable.

Dated: August 24, 2016

MARK P. WINE  
MICHAEL C. CHOW  
WILL MELEHANI  
JAMES MAUNE  
ORRICK, HERRINGTON &  
SUTCLIFFE LLP

By:                   /s/ Mark P. Wine                    
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                  HANGZHOU CHIC INTELLIGENT  
                  TECHNOLOGY CO., LTD.