



3. On information and belief, Gillette is a company that manufactures, imports, markets, and sells shavers and shaving supplies in the District of Delaware and throughout the United States.

### **JURISDICTION AND VENUE**

4. This Court has personal jurisdiction over Gillette because, on information and belief, Gillette is incorporated in Delaware and purposely avails itself of the privilege of doing business in Delaware.

5. This patent infringement action arises under the United States Patent Laws, Title 35 U.S.C. § 100 *et seq.*, including 35 U.S.C. § 271. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a). Venue is proper in this judicial district under 28 U.S.C. §§ 1391.

### **NATURE OF THIS ACTION**

6. Dorco realleges and incorporates by reference paragraphs 1-5 above as though fully restated herein.

7. This is an action for patent infringement arising under the Patent Laws of the United States, 35 U.S.C. § 100 *et seq.*, and in particular under 35 U.S.C. § 271. This action relates to Gillette's products including, but not limited to, Gillette's FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power, and replacement blades for each of the aforementioned exemplary products (collectively "the Accused Products").

### **COUNT I FOR PATENT INFRINGEMENT** **(Infringement of the '077 Patent Under 35 U.S.C. § 271(a))**

8. Dorco realleges and incorporates by reference paragraphs 1-7 above as though fully restated herein.

9. Dorco is the owner, and has the right to sue for infringement, of U.S. Patent No. 9,902,077 B2 (“the ’077 Patent”), entitled “Shaver.” The application that issued as the ’077 Patent was filed on January 26, 2017. The ’077 Patent was duly and legally issued by the United States Patent and Trademark Office on February 27, 2018. A true and correct copy of the ’077 Patent is attached as Exhibit A.

10. Upon information and belief, Gillette has made, sold, and/or offered for sale throughout the United States, and/or imported into the United States, shavers and their replacement blades including, but not limited to, the Accused Products.

11. Upon information and belief, Gillette has distributed and continually distributes the Accused Products through established distribution channels throughout the United States, including, but not limited to, CVS, Walgreens, Target, Walmart, and K-Mart, and has knowledge that the Accused Products are sold and have been sold through these channels, including in the District of Delaware.

12. Gillette’s acts with respect to the Accused Products have been without license or authority of Dorco with respect to the ’077 Patent.

13. Gillette has directly infringed and continues to directly infringe (literally and/or under the doctrine of equivalents) at least claim 1 of the ’077 Patent under 35 U.S.C. § 271(a). Exhibit B attached hereto demonstrates that Gillette’s FUSION5 PROGLIDE practices each and every element of at least claim 1 of the ’077 Patent.<sup>1</sup> At a minimum, Gillette’s FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5

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<sup>1</sup> Exhibit B and paragraphs 14-24 in this Complaint purport solely to provide an exemplary basis of Gillette’s infringement of claim 1 of the ’077 Patent. It is by no means limiting, and Dorco may supplement or amend the infringement positions contained therein during this action.

PROSHIELD Power similarly practice each and every element of at least claim 1 of the '077 Patent.

14. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, are shavers.



15. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a cartridge including a body having a rectangular frame shape.



16. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a cartridge including a plurality of blades installed in the cartridge body in a horizontal direction of the cartridge body.



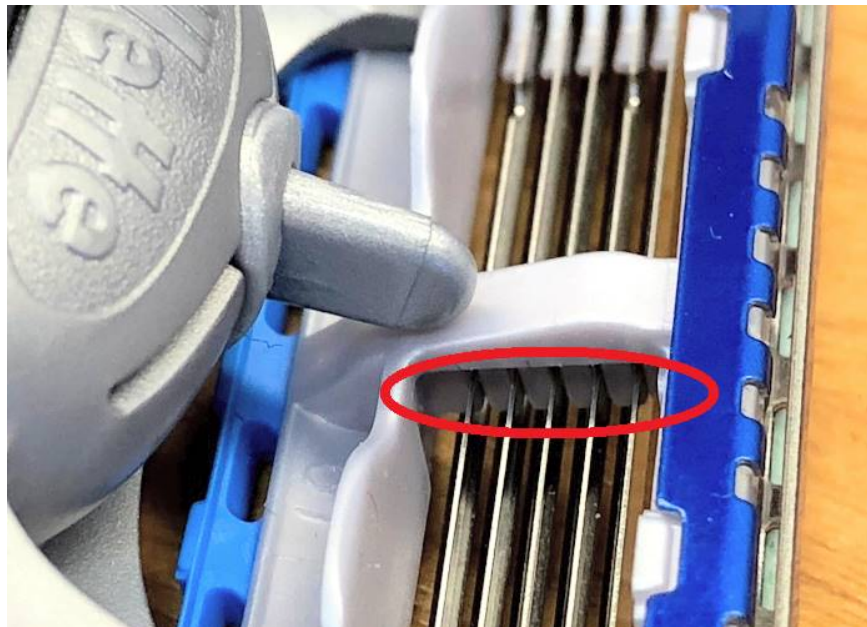
17. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a cartridge including a plurality of pairs of side fixation slots, each pair of the side fixation slots formed on left and right frame portions of the cartridge body, respectively, so as to fix left and right lateral ends of each of the blades.



18. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a cartridge including a supporter provided at a center area between the left and right frame portions of the cartridge body and connecting upper and lower frame portions of the cartridge body, wherein a rear surface of the supporter includes a convexly curved surface.



19. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a cartridge including a plurality of inside fixation slots, each formed on the supporter provided at the center area so as to fix a rear portion of each of the blades.



20. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a cartridge including a hinge portion formed on either end of the lower frame portion of the cartridge body, the hinge portion having a hinge groove.



21. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a handle body coupled to the cartridge body.



22. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a handle body coupled to the cartridge body, including a hinge protrusion being coupled to the hinge groove to allow for the cartridge body to perform a swing operation.



23. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a handle body coupled to the cartridge body, including an elastic portion projecting from an upper portion of the handle body, the elastic portion being closely contacted with the convexly curved rear surface of the supporter so that the swing operation of the cartridge body is elastically performed by an elastic force of the elastic portion.





24. The Accused Products, such as the Gillette's FUSION5 PROGLIDE, include a handle body coupled to the cartridge body, including a hinge protrusion being coupled to the hinge groove to allow for the cartridge body to perform a swing operation, wherein the hinge protrusion protrudes externally.



25. Upon information and belief, Gillette has made, sold, and/or offered for sale throughout the United States, and/or imported into the United States, replacement blades for Gillette's FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power ("Accused Replacement Blades") that include features recited in at least claim 1 of the '077 Patent and depicted in at least paragraphs 15-20 of this Complaint.

26. The Accused Replacement Blades include, but are not limited to, Gillette's FUSION5 PROGLIDE Razor Blades, Gillette's FUSION5 PROSHIELD Razor Blades, and Gillette's FUSION5 PROSHIELD CHILL Razor Blades. The Accused Replacement Blades, when used with Gillette's FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power, as well as Gillette's FUSION5, Gillette's FUSION5 Power, and Gillette5, directly infringe at least claim 1

of the '077 Patent under 35 U.S.C. § 271(a), as similarly illustrated in Exhibit B and paragraphs 14-24 in this Complaint.

27. Gillette has indirectly infringed, and continues to indirectly infringe at least claim 1 of the '077 Patent by making, using, selling, offering for sale, and/or importing the Accused Replacement Blades in the United States.

28. Gillette has indirectly infringed and continues to indirectly infringe at least claim 1 of the '077 Patent by actively inducing others to use the Accused Replacement Blades with Gillette's FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power, as well as Gillette FUSION5, FUSION5 Power, and Gillette5, in an infringing manner. Gillette's customers who use the Accused Replacement Blades with Gillette's FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power, as well as Gillette's FUSION5, FUSION5 Power, and Gillette5, in accordance with Gillette's instructions infringe at least claim 1 of the '077 Patent, in violation of 35 U.S.C. § 271(a).

29. Gillette intentionally instructs and encourages its U.S. customers to use the Accused Replacement Blades with, for example, Gillette's FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power, as well as Gillette's FUSION5, FUSION5 Power, and Gillette5, to thereby infringe at least claim 1 of the '077 Patent.

30. For example, Gillette sells and distributes the Accused Replacement Blades through Gillette On Demand service ([ondemand.gillette.com](http://ondemand.gillette.com)) at least to customers having the Gillette FUSION5 PROSHIELD handle. Gillette On Demand service encourages their

customers, e.g., by offering discounts, to subscribe to purchase the Accused Replacement Blades periodically so that the customers will buy and combine the Accused Replacement Blades with their Gillette FUSION5 PROSHIELD handle in an infringing manner.

31. Another example of this instruction and encouragement is provided in the Gillette Handle and Blade Compatible chart, displayed at a minimum, on Gillette’s website (<https://gillette.com/en-us/faq>), as illustrated below:

**1. Which Gillette blades fit my razor handle?**

For the best shaving performance, we recommend using blades that are designed for your razor handle. To find this information, visit the product detail page for your specific razor, or if you're interested in learning about all of the blades that are compatible with your razor handle, check out the chart below or download the complete list.

RAZOR TYPE	BLADE COMPATIBILITY
 Razors	Fits all Fusion ProShield, Fusion ProGlide, and Fusion blades
 Razors	Fits all Fusion ProShield, Fusion ProGlide, and Fusion blades
 Styler-Beard Trimmer and Razor	Fits all Fusion ProShield, Fusion ProGlide, and Fusion blades
 Razors	Fits all Fusion ProShield, Fusion ProGlide, and Fusion blades
 Razors	Fits all MACH3 blades
 Razor	Fits Body blades

Don't see your razor? [See the complete Gillette Handle and Blade Compatibility chart.](#)

32. Gillette has also indirectly infringed and continues to indirectly infringe at least claim 1 of the '077 Patent by contributing to the use of the Accused Replacement Blades with Gillette’s FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power, as well as Gillette FUSION5, FUSION5 Power, and Gillette5, in an infringing manner.

33. Upon information and belief and as the Gillette Handle and Blade Compatible chart in paragraph 31 illustrates above, the Accused Replacement Blades can only be paired with specific shavers (*e.g.*, Gillette's FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power, as well as Gillette FUSION5, FUSION5 Power, and Gillette5), in an infringing manner. When the Accused Replacement Blades are paired with Gillette's FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power, as well as Gillette FUSION5 and Gillette5, by Gillette's U.S. customers, they infringe at least claim 1 of the '077 Patent, in violation of 35 U.S.C. § 271(a).

34. The Accused Replacement Blades are a material part of the invention recited in at least claim 1 of the '077 Patent, and are especially made for use in an infringing manner.

35. The Accused Replacement Blades are not a staple article or commodity of commerce suitable for substantial non-infringing use.

36. Gillette knows that the Accused Replacement Blades are paired with Gillette's FUSION5 PROGLIDE, FUSION5 PROGLIDE Power, FUSION5 PROSHIELD, FUSION5 PROSHIELD CHILL, and FUSION5 PROSHIELD Power, as well as Gillette FUSION5, FUSION5 Power, and Gillette5, by Gillette's U.S. customers, in an infringing manner.

37. Gillette has been on notice of the '077 Patent since at least as early as the service of this Complaint. Gillette's continued actions of making, using, selling, offering for sale, and/or importing into the United States any of the Accused Products (including the Accused Replacement Blades) after service of the Complaint, would be with Gillette's knowledge of the '077 Patent, knowledge of infringement of the '077 Patent, intent to encourage others (*e.g.*, its U.S. consumers) to infringe the '077 Patent through the Accused Replacement Blades, and

knowledge that Gillette's encouraging acts actually result in direct infringement of the '077 Patent by Gillette's U.S. customers.

38. Upon information and belief, Gillette has known of the '077 Patent even before service of this Complaint.

39. This is not the first patent infringement action between Gillette and Dorco. The parties have been and are currently involved in earlier patent infringement actions. The most recent was filed in this Court on December 17, 2015, captioned *The Gillette Company LLC v. Dollar Shave Club, Inc., et al.*, C.A. No. 15-1158-LPS-CJB.

40. Upon information and belief, since before December 17, 2015, Gillette has been monitoring Dorco's U.S. products and U.S. patents.

41. Upon information and belief, Gillette had knowledge of the '077 Patent before the service of the Complaint. From the time of that knowledge, Gillette's actions of making, using, selling, offering for sale, and/or importing any of the Accused Products (including the Accused Replacement Blades) into the United States, would have been with Gillette's knowledge of the '077 Patent, knowledge of Gillette's infringement of the '077 Patent, intent to encourage others (e.g., its U.S. customers) to infringe the '077 Patent through the Accused Replacement Blades, and knowledge that Gillette's encouraging acts actually result in direct infringement of the '077 Patent by Gillette's U.S. customers.

42. Gillette's acts of direct and indirect infringement have caused damage to Dorco, and Dorco is entitled to recover damages in an amount subject to proof at trial.

43. On information and belief, Gillette's direct and indirect infringement was deliberate and in willful disregard of Dorco's intellectual property rights as provided for in the '077 Patent.

44. Dorco has been, and continues to be, damaged and irreparably harmed by Gillette's direct and/or indirect infringement of Dorco's valuable patent rights, which will continue unless Gillette is enjoined by this Court.

**DEMAND FOR TRIAL BY JURY**

45. Dorco demands a trial by jury on all issues so triable in accordance with Rule 38 of the Federal Rules of Civil Procedure.

**PRAYER FOR RELIEF**

WHEREFORE, Dorco respectfully requests that this Court enter judgment in its favor and against Gillette holding that:

a) Gillette has directly and/or indirectly infringed and continues to directly and/or indirectly infringe the '077 Patent;

b) Dorco be awarded royalty or lost profit based damages adequate to compensate Dorco for Gillette's direct and/or indirect infringement of the '077 Patent, such damages to be determined by a jury;

c) Gillette and its subsidiaries, affiliates, successors and assigns and each of their officers, directors, agents, servants, employees, licensees, and all persons acting in concert or active participation with them or on their behalf, or within their control, be enjoined, pursuant to 35 U.S.C. § 283 and Rule 65 of the Federal Rules of Civil Procedure, from engaging in any acts that constitute direct and/or indirect infringement of the '077 Patent.

d) All items that directly and/or indirectly infringe the '077 Patent be delivered up to Dorco or destroyed;

e) Gillette's direct and/or indirect infringement of the '077 Patent after the service of this Complaint, if not earlier, is willful;

f) Damages for direct and/or indirect infringement of the '077 Patent occurred after the service of this Complaint, if not earlier, be trebled as provided for by 35 U.S.C. § 284 for Gillette's willful infringement of the '077 Patent;

g) This case be adjudged and decreed exceptional pursuant to 35 U.S.C. § 285 and that Dorco be awarded its reasonable attorneys' fees, expenses, and costs; and

h) Dorco be awarded such further and additional relief that this Court deems just and proper.

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