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16 ATTORNEYS FOR PLAINTIFFS
17 UNICORN GLOBAL, INC., HANGZHOU
18 CHIC INTELLIGENT TECHNOLOGY CO.,
19 LTD., AND SHENZHEN UNI-SUN
20 ELECTRONIC CO., LTD.

21 **IN THE UNITED STATES DISTRICT COURT**
22 **CENTRAL DISTRICT OF CALIFORNIA**

23 UNICORN GLOBAL, INC.,
24 HANGZHOU CHIC INTELLIGENT
25 TECHNOLOGY CO., LTD., AND
26 SHENZHEN UNI-SUN
27 ELECTRONIC CO., LTD.,

28 Plaintiffs,

v.

HILLO AMERICA, INC. d/b/a
HOVERHEART,

Defendant.

CASE NO. 2:19-cv-03028

ORIGINAL COMPLAINT
FOR PATENT INFRINGEMENT

DEMAND FOR JURY TRIAL

1 This is a patent infringement action by Unicorn Global, Inc. (“Unicorn”),
 2 Hangzhou Chic Intelligent Technology Co., Ltd. (“Chic”), and Shenzhen Uni-Sun
 3 Electronic Co., Ltd. (“Uni-Sun”) (collectively, “Plaintiffs”) against Hillo America,
 4 Inc. d/b/a Hoverheart or HAI (“Defendant” or “HAI”).

5 INTRODUCTION

6 1. This action is brought pursuant to the patent laws of the United States,
 7 35 U.S.C. § 101 et seq.

8 2. Chic is the owner by assignment of all rights, title, and interest in and
 9 under the following United States patents (collectively, the “Asserted Patents”):
 10

11 Patent	Title	Issue Date	Exhibit
12 US 9,376,155 (the “155 Patent”)	Electric Balance Vehicle	06/28/2016	Ex. 1
13 US 9,452,802 (the “802 Patent”)	Electric Balance Vehicle	09/27/2016	Ex. 2
14 US D737,723 (the “723 Patent”)	Self-Balancing Vehicle	09/01/2015	Ex. 3
15 US D784,196 (the “196 Patent”)	Human Machine Interaction Vehicle	04/18/2017	Ex. 4

16 3. The Asserted Patents are currently licensed to Uni-Sun on an exclusive
 17 basis with Unicorn as its authorized enforcement agent.
 18

19 4. HAI has infringed and continues to infringe the claimed subject matter
 20 of the Asserted Patents without permission in connection with electric balance
 21 vehicles called hoverboards that HAI makes, uses, offers for sale, sells, and imports
 22 into the United States.
 23

24 PARTIES

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

1 6. Chic is a high-tech company that is supported by Zhejiang University
2 Ministry of Education Computer Aided Product Innovation Design Engineering
3 Center; Zhejiang University International Design; and Zhejiang Key Laboratory of
4 Service Robot. Chic manufactures and licenses hoverboard products for sale in the
5 United States. Chic has been assigned 70 authorized patents for its hoverboard
6 technology and designs in different regions such as China, the United States, the
7 European Union, and Canada.

8 7. Unicorn is a California corporation with its place of business located at
9 18333 Gale Ave., City of Industry, California 91748.

10 8. Uni-Sun is a company organized and existing under the laws of the
11 People’s Republic of China with its principal place of business located at No. 43
12 Lan Second Road, Longxin Area, Longgang District, Shenzhen Guangdong,
13 518000, People’s Republic of China.

14 9. Chic granted Uni-Sun an exclusive license to Asserted Patents under a
15 written Patent License Agreement dated October 16, 2018 (the “Patent License
16 Agreement”). Pursuant to the Patent License Agreement, Chic and Uni-Sun have
17 assigned enforcement rights to Unicorn. Collectively, Plaintiffs have standing to
18 sue for all past, present, and future infringement of the Asserted Patents.

19 10. HAI is a California corporation with its principal place of business at
20 777 Mission Rd, San Gabriel, California, 91776. HAI has appointed Chengjia
21 Wang, 10727 7th Street, Rancho Cucamonga, California, 91730, as its registered
22 agent for service of process.

23 **JURISDICTION AND VENUE**

24 11. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§
25 1331 and 1338(a). This Court has personal jurisdiction over Defendant because
26 Defendant is based in this District, regularly conducts business in this District, and
27 has committed and continues to commit acts of patent infringement in this District.

28 12. Venue is proper in this District under 28 U.S.C. § 1400(b) because

1 Defendant resides in this District, and has a regular and established place of
2 business in this District.

3 **FACTUAL BACKGROUND AND INFRINGING PRODUCTS**

4 13. The Asserted Patents were validly issued by the United States Patent
5 and Trademark Office, and are presumed valid under 35 U.S.C. § 282.

6 14. Chic is the owner of all right, title, and interest in and to the Asserted
7 Patents, and collectively, Plaintiffs have the exclusive right (1) to enforce the
8 Asserted Patents, (2) to file actions based on infringement of the Asserted Patents,
9 (3) to recover damages or other monetary amounts for infringement of the Asserted
10 Patents, and (4) to be awarded injunctive relief pertaining to the Asserted Patents.

11 15. Chic has owned the Asserted Patents at all times during Defendant's
12 infringement of the Asserted Patents.

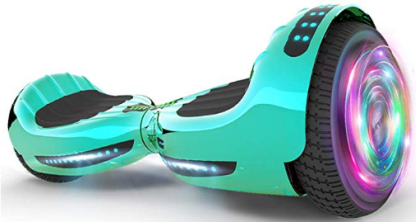
13 16. The Asserted Patents are directed to electric balance vehicles
14 commonly referred to as "hoverboards."

15 17. Without authorization, Defendant makes, uses, imports, sells, or offers
16 for sale self-balancing vehicles that infringe the design and utility patents set forth
17 in paragraph 2 above, namely: (1) the ornamental design as claimed in the '723
18 Patent; (2) the ornamental design as claimed in the '196 Patent; (3) at least claim 1
19 of the '155 Patent; and (4) at least claim 1 of the '802 Patent. Upon information
20 and belief, such products include but are not limited to the Hoverheart 6.5"
21 Hoverboard Flash Wheel Self Balancing Electric Scooter, Flash Wheel 6.5"
22 Wireless Speaker with LED Light Self Balancing Wheel Electric Scooter,
23 Hoverboard Kids' 4.5" Two-Wheel Self Balancing Electric Scooter, and any other
24 similar hoverboard products (collectively, the "Accused Products").

25 18. Pictures of representative Accused Products offered for sale on
26 Amazon.com and Walmart.com are included below:

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Hoverboard UL 2272 Certified Flash Wheel 6.5" Wireless Speaker with LED Light Self Balancing Wheel Electric Scooter

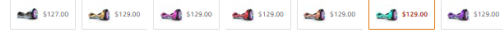
by Hoverheart
 ★★★★★ 207 customer reviews | 103 answered questions
 Amazon's Choice for "hoverheart hoverboard"

Best Price

Price: **\$129.00 & FREE Shipping**
 Thank you for being a Prime member. Get \$70 off instantly; Pay \$59.00 upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Note: Not eligible for Amazon Prime.

Color: **Chrome Turquoise**



- NEW HOVER BOARD SKINS: Chrome & Solid Colors made with Anti-Fire Plastic Material
- HOVERBOARD PATENTED ELECTRIC FEATURES: Electronic Based Hoverboard, Very sturdy- Supporting up to 220 lbs., Impeccable Speed Controlled by Rider, 2 LED Light Up Flash Wheels- Desirable Front LED Lights, Automatic Connecting Bluetooth Speaker for Music, Equipped with a 36V / 4A battery you can hit max speed of up to 10 MPH and range of over 10 miles.
- SAFETY CERTIFICATION: UL Certified Hoverboard- Safe and Stable
- ACCESSORIES INCLUDE: Charger and Help Manual for Reference
- FUN FOR ALL RIDERS: Perfect Scooters for Kids and Adults.

New! (1) From \$129.00 & FREE shipping.

Hoverboard UL 2272 Listed Flash Wheel 6" Bluetooth Speaker with LED Light Self Balancing Wheel Electric Scooter

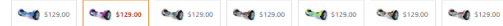
by Hoverheart
 Be the first to review this item

Best Price

Price: **\$129.00 & FREE Shipping**
 Thank you for being a Prime member. Get \$70 off instantly; Pay \$59.00 upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

Note: Not eligible for Amazon Prime.

Color: **Galaxy**



- NEW HOVER BOARD SKINS: Made with Anti-Fire Material
- HOVERBOARD PATENTED ELECTRIC FEATURES: Electronic Based Hoverboard, Very sturdy- Supporting up to 220 lbs., Impeccable Speed Controlled by Rider, 2 LED Light Up Flash Wheels- Desirable Front LED Lights, Automatic Connecting Bluetooth Speaker for Music, Equipped with a 36V / 4A battery you can hit max speed of up to 10 MPH and range of over 10 miles.
- SAFETY CERTIFICATION: UL Certified Hoverboard- Safe and Stable
- ACCESSORIES INCLUDE: Charger and Help Manual for Reference
- FUN FOR ALL RIDERS: Perfect Scooters for Kids and Adults.

New! (1) From \$129.00 & FREE shipping.
 Report incorrect product information.

Toys / Kids' Bikes & Riding Toys / Hoverboards



CLEARANCE



6.5" Hoverboard Bluetooth Speaker LED STAR FLASHING WHEELS Scooter UL Listed Chrome Pink

★★★ 202 reviews HOVERHEART

\$113.00 - \$127.00 List \$299.00

Actual Color: Choose an option



Qty:

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Add to Cart

Add to List

Add to Registry

Toys / Kids' Bikes & Riding Toys / Scooters



CLEARANCE



Hoverboard Two-Wheel Self Balancing Electric Scooter 6.5" UL 2272 Certified Flash LED Wheel (Blue)

★★★★ 22 reviews HOVERHEART

\$109.00 List \$299.00

Free shipping

Arrives by Friday, Apr 26 Options

Add a **Walmart Protection Plan** powered by Allstate

None 2 Year - \$16.00 3 Year - \$22.00

Qty:

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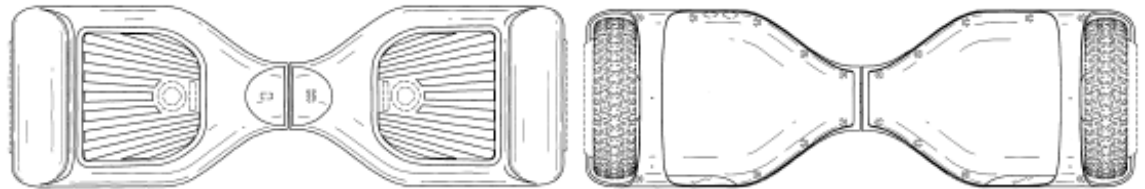
Add to Cart

Pickup not available



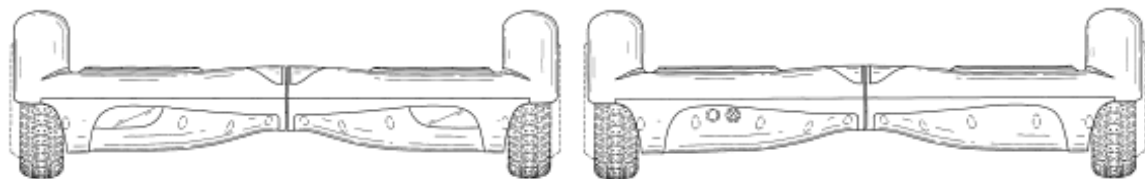
1 19. Each of the Accused Products meet each and every element of at least
2 claim 1 of the '155 Patent and claim 1 of the '802 Patent, either literally or
3 equivalently.

4 20. The '723 Patent claims the ornamental design set forth in its drawing
5 figures, reproduced below:



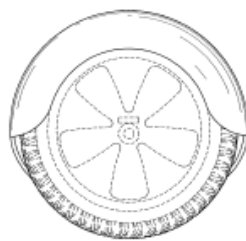
10 FIG. 1

FIG. 2



14 FIG. 3

FIG. 4



18 FIG. 5

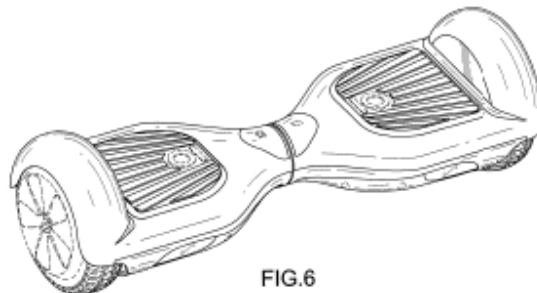
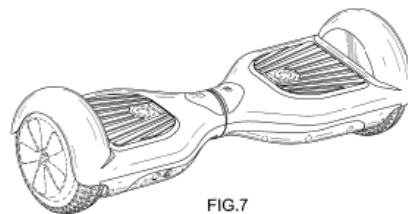


FIG. 6



23 FIG. 7



FIG. 8

25 21. The HAI hoverboards shown below infringe the ornamental design
26 claimed in the '723 Patent, either literally or equivalently:

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22. The '196 Patent claims the ornamental design set forth in its drawing figures, reproduced below:

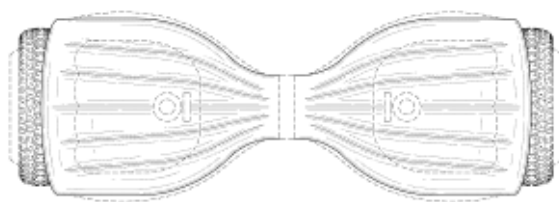


FIG. 1

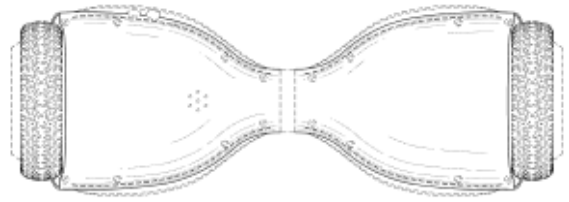


FIG. 2

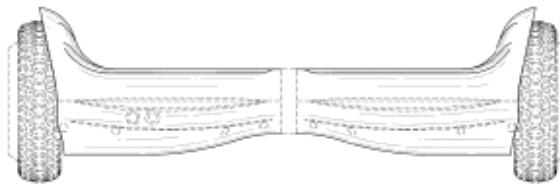


FIG. 3

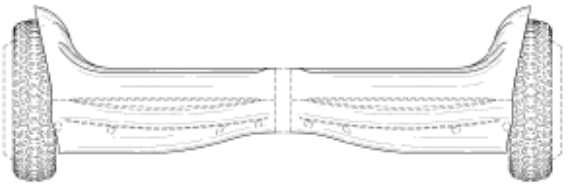


FIG. 4



FIG. 5

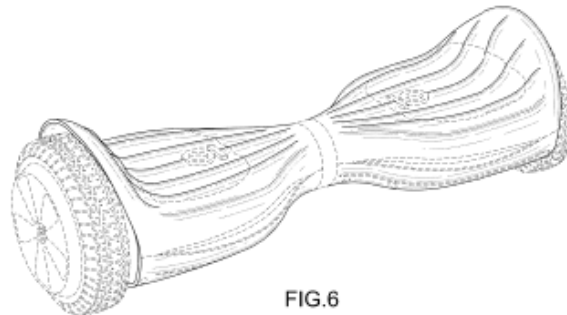


FIG. 6

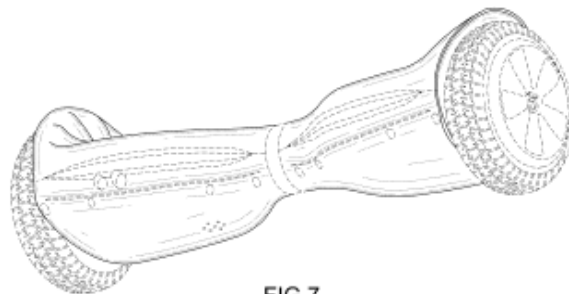


FIG. 7

1 activities continue.

2 30. Plaintiffs are entitled to recover damages adequate to compensate
3 Plaintiffs for the injuries complained of herein, including possible lost profits, but
4 in no event less than a reasonable royalty.

5 31. Plaintiffs are further entitled to have Defendant enjoined from
6 committing future acts of infringement that would subject Plaintiffs to irreparable
7 harm.

8 **COUNT TWO**
9 **PATENT INFRINGEMENT**

10 **The '802 Patent**

11 32. Plaintiffs repeat and re-allege the allegations in the foregoing
12 paragraphs.

13 33. Defendant directly infringes, literally or under the doctrine of
14 equivalents, and has infringed at least claim 1 of the '802 Patent by, without
15 authority, making, using, importing, offering to sell, or selling the Accused
16 Products that practice the claimed invention of the '802 Patent within the United
17 States.

18 34. The Accused Products meet each and every one of the elements of at
19 least claim 1 the '802 Patent, either literally or equivalently.

20 35. Defendant's infringement has harmed Plaintiffs and will continue to
21 cause severe and irreparable damage to Plaintiffs as long as Defendant's infringing
22 activities continue.

23 36. Plaintiffs are entitled to recover damages adequate to compensate
24 Plaintiffs for the injuries complained of herein, including possible lost profits, but
25 in no event less than a reasonable royalty.

26 37. Plaintiffs are further entitled to have Defendant enjoined from
27 committing future acts of infringement that would subject Plaintiffs to irreparable
28 harm.

1 **COUNT THREE**

2 **PATENT INFRINGEMENT**

3 **The '723 Patent**

4 38. Plaintiffs repeat and re-allege the allegations in the foregoing
5 paragraphs.

6 39. Defendant directly infringes, literally or under the doctrine of
7 equivalents, and has infringed the '723 Patent by, without authority, making, using,
8 importing, offering to sell, or selling the Accused Products that practice the claimed
9 invention of the '723 Patent, within the United States.

10 40. The overall appearance of the ornamental design claimed in '723
11 Patent and the corresponding designs of the Accused Products are substantially the
12 same. An ordinary observer familiar with the prior art in the hoverboard
13 marketplace would perceive the overall appearance of the ornamental design of the
14 '723 Patent and the corresponding designs of the Accused Products to be
15 substantially the same. Such an ordinary observer would be deceived into believing
16 the designs of the Accused Products are, in fact, the same as the ornamental design
17 as claimed in the '723 Patent.

18 41. The ordinary observer, informed by the relevant prior art, would be
19 misled by the Accused Products in believing that Defendant was authorized to
20 distribute products that exhibit the claimed ornamental design of the '723 Patent.

21 42. Defendant's Accused Products prominently feature the claimed
22 ornamental design of the '723 patent, as shown and described in Figures 1 – 8 of
23 the '723 Patent.

24 43. Defendant intentionally copied the ornamental design as claimed in the
25 '723 Patent.

26 44. Defendant's infringement of the '723 Patent is willful.

27 45. The overall appearance of the Accused Products so closely resembles
28 the ornamental design of the '723 Patent that an ordinary observer, informed of the

1 relevant prior art, would be deceived into purchasing the Accused Products in the
2 mistaken belief that they were products authorized to have the ornamental design as
3 claimed in the '723 patent.

4 46. Defendant's Accused Products infringe the '723 Patent in violation of
5 35 U.S.C. §§ 271 and 289.

6 47. Due to Defendant's infringement of the '723 Patent, Plaintiffs have
7 suffered, are suffering, and will continue to suffer irreparable injury for which
8 Plaintiffs have no adequate remedy at law, including loss of customers, loss of
9 market-share, price erosion, and loss of customer goodwill. Plaintiffs are therefore
10 entitled to a preliminary and permanent injunction against Defendant's further
11 infringing conduct.

12 48. Defendant has profited and is profiting from its infringement of the
13 '723 Patent and Plaintiffs have been and are being damaged and losing profits by
14 such infringement. Plaintiffs are therefore entitled to recover damages from
15 Defendant and the total profit derived from such infringement, in an amount to be
16 proven at trial.

17 **COUNT FOUR**

18 **PATENT INFRINGEMENT**

19 **The '196 Patent**

20 49. Plaintiffs repeat and re-allege the allegations in the foregoing
21 paragraphs.

22 50. Defendant directly infringes, literally or under the doctrine of
23 equivalents, and has infringed the '196 Patent by, without authority, making, using,
24 importing, offering to sell, or selling the Accused Products that practice the claimed
25 invention of the '196 Patent, within the United States.

26 51. The overall appearance of the ornamental design claimed in '196
27 Patent and the corresponding designs of the Accused Products are substantially the
28 same. An ordinary observer familiar with the prior art in the hoverboard

1 marketplace would perceive the overall appearance of the ornamental design of the
2 '196 Patent and the corresponding designs of the Accused Products to be
3 substantially the same. Such an ordinary observer would be deceived into believing
4 the designs of the Accused Products are, in fact, the same as the ornamental design
5 as claimed in the '196 Patent.

6 52. The ordinary observer, informed by the relevant prior art, would be
7 misled by the Accused Products in believing that Defendant was authorized to
8 distribute products that exhibit the claimed ornamental design of the '196 Patent.

9 53. Defendant's Accused Products prominently feature the claimed
10 ornamental design of the '196 Patent, as shown and described in Figures 1 – 7 of
11 the '196 Patent.

12 54. Defendant intentionally copied the ornamental design as claimed in the
13 '196 Patent.

14 55. Defendant's infringement of the '196 Patent is willful.

15 56. The overall appearance of the Accused Products so closely resembles
16 the ornamental design of the '196 Patent that an ordinary observer, informed of the
17 relevant prior art, would be deceived into purchasing the Accused Products in the
18 mistaken belief that they were products authorized to have the ornamental design as
19 claimed in the '196 Patent.

20 57. Defendant's Accused Products infringe the '196 Patent in violation of
21 35 U.S.C. §§ 271 and 289.

22 58. Due to Defendant's infringement of the '196 Patent, Plaintiffs have
23 suffered, are suffering, and will continue to suffer irreparable injury for which
24 Plaintiffs have no adequate remedy at law, including loss of customers, loss of
25 market-share, price erosion, and loss of customer goodwill. Plaintiffs are therefore
26 entitled to a preliminary and permanent injunction against Defendant's further
27 infringing conduct.

28 59. Defendant has profited and is profiting from its infringement of the

1 '196 Patent and Plaintiffs have been and are being damaged and losing profits by
2 such infringement. Plaintiffs are therefore entitled to recover damages from
3 Defendant and the total profit derived from such infringement, in an amount to be
4 proven at trial.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs pray for relief against Defendant as follows:

- 7 A. A judgment that Defendant has infringed the Asserted Patents;
 - 8 B. A judgment awarding Plaintiffs damages adequate to compensate for
9 Defendant's infringement;
 - 10 C. An award of attorneys' fees for bringing and prosecuting this action;
 - 11 D. A permanent injunction enjoining Defendant, its officers, agents,
12 servants, employees, representatives, licensees, successors, assigns, and all those in
13 privity, active concert, or participation with any of them from further infringement,
14 inducing the infringement, and contributing to the infringement of the Asserted
15 Patents;
 - 16 E. Pre-judgment and post-judgment interest to the full extent allowed
17 under the law, as well as costs; and
 - 18 F. Such other and further relief as the Court deems just and equitable.
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1 Dated: April 18, 2019

Respectfully submitted,

2
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18 **ATTORNEYS FOR PLAINTIFFS**
19 **UNICORN GLOBAL, INC.,**
20 **HANGZHOU CHIC**
21 **INTELLIGENT TECHNOLOGY**
22 **CO., LTD., AND SHENZHEN UNI-**
23 **SUN ELECTRONIC CO., LTD.**
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DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a jury trial.

Dated: April 18, 2019

Respectfully submitted,

By: /s/ Gary A. Hecker
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