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17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**
19 **WESTERN DIVISION**

20 ORU KAYAK, INC., a California
21 corporation,

22 Plaintiff,

23 vs.

24 SHENZHEN ALOUETTE INTELLIGENT
25 TECHNOLOGY CO., LTD., a Chinese
26 Corporation; SKATEBOLT, LLC, a
27 California limited liability company; and
28 PHOENIX RYDERS USA, LLC, a
California limited liability company,

Defendants.

Case No.

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

Complaint Filed: None Set
Trial Date: None Set

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EST. 1981

1 Plaintiff Oru Kayak, Inc. (hereinafter referred to as “Oru Kayak”) alleges, based
2 on actual knowledge with respect to Oru Kayak and Oru Kayak’s acts, and based on
3 information and belief with respect to all other matters, against Defendants Shenzhen
4 Alouette Intelligent Technology Co., Ltd., Skatebolt, LLC, and Phoenix Ryders USA,
5 LLC (collectively referred to as “Defendants”) as follows:

6
7 **NATURE OF THE CASE**

8 This is a civil action for federal patent infringement in violation of the Patent Act,
9 35 U.S.C. §§ 1, et seq., and specifically in violation of 35 U.S.C. § 271(a).

10 **THE PARTIES**

11 1. Plaintiff Oru Kayak is a California corporation with a principal place of
12 business located at 4065 Emery St., Emeryville, California 94608.

13 2. Upon information and belief, Defendant Shenzhen Alouette Intelligent
14 Technology Co., Ltd., known in Chinese as 深圳市艾路维特智能科技有限公司,
15 (hereinafter “Shenzhen Alouette”) is a Chinese company with a principal place of
16 business located at 13F, Senhainuo Kechuang Bldg, Dezheng Rd. Shilong Community,
17 Shiyan St, Baoan Dist., Shenzhen China 518101, (
18 深圳市宝安区石岩街道石龙社区德政路森海诺科创大厦13楼). Shenzhen Alouette’s
19 China business registration number is 91440300MA5D9RGQ5F.

20 3. Upon information and belief, Defendant Skatebolt, LLC (hereinafter
21 “Skatebolt”) is a California limited liability company with a principal place of business
22 located at 1136 S Chapel Drive, Alhambra, California 91801.

23 4. Upon information and belief, Defendant Phoenix Ryders USA, LLC
24 (hereinafter “Phoenix Ryders”) is a California limited liability company with a principal
25 place of business located at 1431 Potrero Ave, Ste E, South EI Monte, CA, 91733.

26 **JURISDICTION AND VENUE**

27 5. This Court has subject matter jurisdiction over this action under 28 U.S.C.
28 § 1331 (civil actions arising under the laws of the United States of America) and 28

1 U.S.C. § 1338(a), because this case involves claims arising under the patent laws of the
2 United States, 35 U.S.C. §§ 1, *et seq.*

3 6. This Court has personal jurisdiction in this action over Shenzhen Alouette
4 because Shenzhen Alouette conducts business in the state of California and this judicial
5 district, specifically by importing its products into California, selling them to California
6 residents, and distributing them from a warehouse at 1431 Potrero Ave, Ste E, South EI
7 Monte, CA, 91733, including products at issue in this action.

8 7. This Court has personal jurisdiction over Skatebolt because Skatebolt has
9 its principal place of business in this judicial district.

10 8. This Court has personal jurisdiction over Phoenix Ryders because Phoenix
11 Ryders has its principal place of business in this judicial district.

12 9. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400
13 because either Defendants reside in this District or Defendants have committed acts of
14 infringement and have a regular and established place of business in this District.

15 **FACTUAL ALLEGATIONS**

16 **A. Plaintiff Oru Kayak**

17 10. Oru Kayak markets, offers, and sells throughout the United States several
18 lines of foldable kayaks, along with related accessories, replacement parts, and
19 merchandise (collectively, the “Oru Kayak Goods”) through a network of dealers and
20 an online retail store at orukayak.com. An example of one of Oru Kayak’s products is
21 shown in the photo below:



1 11. Oru Kayak has expended significant time and resources developing and
2 marketing its foldable kayaks, as well as protecting its intellectual property rights
3 relating to the kayaks. As described below, Oru Kayak believes that Defendants are
4 infringing its U.S. patent rights.

5 12. Oru Kayak owns all right, title and interest in U.S. Pat. No. 8,316,788 (“the
6 ‘788 patent”), including the right to sue thereon and the right to recover for
7 infringement thereof. The ‘788 patent issued November 27, 2012 and will expire July
8 27, 2030. A copy of the ‘788 patent is attached hereto as **Exhibit A**. The ‘788 patent
9 gives Oru Kayak the right to exclude others from making, using, offering for sale, and
10 selling the invention claimed in the patent within the United States and from importing
11 the invention claimed in the patent into the United States.

12 13. Oru Kayak sells a foldable kayak under the BAY ST brand, a commercial
13 embodiment of the ‘788 patent. A description and photographs of the Oru Kayak BAY
14 ST product can be found at <https://www.orukayak.com/products/bay-st>.

15 14. Oru Kayak sells a foldable kayak under the INLET brand, a commercial
16 embodiment of the ‘788 patent. A description and photographs of the Oru Kayak
17 INLET product can be found at [https://www.orukayak.com/products/oru-kayak-
18 portable-folding-lightweight-recreational-kayak-for-beginners](https://www.orukayak.com/products/oru-kayak-portable-folding-lightweight-recreational-kayak-for-beginners).

19 15. Since prior to the acts of infringement by Defendants alleged in this
20 Complaint, Oru Kayak has marked its BAY ST and INLET products with the ‘788
21 patent number, in compliance with 35 U.S.C. § 287. The ‘788 patent number is marked
22 on the products themselves, on user guides included with the products, and on Oru
23 Kayak’s website at www.orukayak.com.

24 **B. Defendants’ Background and Interrelationships**

25 16. Upon information and belief, Defendants work in tandem to sell a variety
26 of products, including batteries, electric skateboards, electric bikes, and kayaks under a
27 set of trademarks, including SKATEBOLT, IBT, ALOUETTE, PHOENIX RYDERS,
28 and TERRAVENT in the United States and elsewhere.

1 17. As shown in **Exhibit B**, Shenzhen Alouette sells products with the
2 trademarks of SKATEBOLT, IBT, PHOENIX RYDERS, and TERRAVENT on its
3 Alibaba site (<https://alouette.en.alibaba.com/>). Also, as shown in **Exhibit B** at page 14,
4 Shenzhen Alouette lists www.skatebolt.com as its website on its Alibaba site.

5 18. As shown in **Exhibit C**, Skatebolt sells, or has sold, products under the
6 SKATEBOLT and TERRAVENT trademarks.

7 19. As shown in **Exhibit D**, Phoenix Ryders sells products under the
8 trademarks PHOENIX RYDERS, SKATEBOLT, and TERRAVENT on its eBay store
9 at <https://www.ebay.com/str/phoenixryders>. Further, as shown in **Exhibit E**, Phoenix
10 Ryders is soliciting affiliates to sell under the TERRAVENT trademark through its
11 Share A Sale account.

12 20. Shenzhen Alouette is the owner of U.S. Trademark Reg. Nos. 5363552 and
13 5349611 on the USPTO Principal Register, for SKATEBOLT stylized marks.

14 21. Shenzhen Alouette, misspelled as “Shenzhen Ailouette Intelligent
15 Technology Co, Ltd.,” is the owner of U.S. Trademark Reg. No. 6450399 on the
16 Principal Register, for the mark TERRAVENT.

17 22. Upon information and belief, Defendants distribute their products from a
18 warehouse at 1431 Potrero Ave. Ste. E, South El Monte, CA 91733.

19 23. As shown in **Exhibit C** page 5, Skatebolt, on its website, lists its business
20 address as “1431 Potrero Ave, Unit E.” As shown in **Exhibit F**, Skatebolt, on its
21 Facebook page, lists its business address at 1431 Potrero Ave. Ste. E, South El Monte,
22 CA 91733.

23 24. As shown in **Exhibit G**, Phoenix Ryders has a current business and service
24 of process address as 1431 Potrero Ave. Ste. E, South El Monte, CA 91733.

25 25. Upon information and belief, Defendants are controlled by 何德斌, known
26 in English as David Ho or Debin He, or an affiliated associate 崔雪, known in English
27 as Xue Cui.
28

1 26. As shown in **Exhibit H** and **Exhibit I**, 何德斌, aka David Ho or Debin He,
2 is the CEO of Shenzhen Alouette. Additionally, as shown in **Exhibit I**, 何德斌, aka
3 David Ho or Debin He, has been promoting the TERRAVENT brand on his Chinese
4 LinkedIn Page.

5 27. Upon information and belief, 何德斌, aka David Ho or Debin He, controls
6 Phoenix Ryders. As shown in **Exhibit J**, “Debin He” is the manager of Phoenix Ryders.

7 28. Upon information and belief, 崔雪, aka Xue Cui, works for Shenzhen
8 Alouette and is a close affiliate of 何德斌, aka David Ho or Debin He. As shown in
9 **Exhibit L**, 崔雪, aka Xue Cui, is the listed inventor on Chinese Patent Application
10 207493176U that lists the patentee as Shenzhen Alouette. As shown in **Exhibit M**,
11 multiple Chinese websites list 崔雪, aka Xue Cui, as the legal representative of
12 Shenzhen Alouette.

13 29. As shown in **Exhibit N**, Xue Cui is the listed manager of Skatebolt.

14 30. Upon information and belief, Defendants are using the residential address
15 at 1136 S Chapel Ave., Alhambra, CA 91801 to conduct business. As shown in **Exhibit**
16 **N**, Skatebolt has a business and service of process address of 1136 S Chapel Ave.,
17 Alhambra, CA 91801. As shown in **Exhibit J**, Phoenix Ryders had a business and
18 service of process address of 1136 S Chapel Ave. Alhambra, CA 91801 when registered
19 in 2018.

20 31. To promote the TERRAVENT brand and the TERRAVENT branded
21 folding kayaks within the United States, Shenzhen Alouette has a TERRAVENT
22 website, terraventkayaks.com, and social media pages, including:

- 23 a) Facebook (<https://www.facebook.com/TerraventFoldKayaks> and
24 <https://www.facebook.com/Terraventkayak/>),
25 b) Instagram (<https://www.instagram.com/terraventkayak/>),
26 c) TikTok (<https://www.tiktok.com/@terraventkayaks>), and
27 d) YouTube
28 https://www.youtube.com/channel/UCy5GAedkdDl17Ju72_cXAXA).

1 **C. Defendants’ Infringing Activities**

2 32. Defendants are making, using, offering for sale, selling, and/or importing
3 two models of kayaks under the trademark TERRAVENT, the “K1” model and the
4 “K2” model, (collectively, the “Terravent Kayaks”) that infringe the ‘788 patent.

5 33. The “K1” model appears to be a virtually exact copy of the Oru Kayak
6 BAY ST model. The “K2” model appears to be a modified copy of the Oru Kayak
7 INLET model with hull connectors modeled from the hull connectors of the BAY ST
8 model.

9 34. **Exhibit O** includes claim charts demonstrating the Terravent Kayaks (the
10 “K1” and “K2” models) that are sold, distributed, used, and/or imported by the
11 Defendants each infringe numerous claims of the ‘788 patent under 35 U.S.C. § 271(a).

12 35. **Exhibit P** is the user’s manual for the “K1” model of the Terravent
13 Kayaks, further demonstrating infringement of the ‘788 patent by the Terravent K1
14 model.

15 36. As shown in **Exhibit T**, on August 26, 2021, counsel for Oru Kayak sent a
16 letter to Defendants notifying Defendants of their infringement of the ‘788 patent and
17 demanding that Defendants cease their infringing activities. Defendants never
18 responded to this letter.

19 **(i) Infringement By Shenzhen Alouette**

20 37. Upon information and belief, Shenzhen Alouette sells, offers for sale,
21 distributes, and/or imports the Terravent Kayaks to consumers in the United States and
22 elsewhere.

23 38. As shown in **Exhibit B**, through its e-commerce site
24 <https://alouette.en.alibaba.com/>, Shenzhen Alouette is offering the Terravent Kayaks for
25 sale to U.S. consumers.

26 39. Also as shown in **Exhibit B**, through its e-commerce site
27 <https://alouette.en.alibaba.com/>, Shenzhen Alouette is offering to ship the Terravent
28 Kayaks to U.S. consumers.

1 40. Also as shown in **Exhibit B**, through its e-commerce site
2 <https://alouette.en.alibaba.com/>, Shenzhen Alouette distributes the Terravent Kayaks
3 through a claimed distribution site in the United States. Upon information and belief,
4 Shenzhen Alouette’s distribution site is located at 1431 Potrero Ave, Ste E, South El
5 Monte, CA, 91733.

6 41. As shown in **Exhibit Q**, through its Amazon.com “Alouette Sports” e-
7 store, <https://www.amazon.com/s?i=merchant-items&me=A33LRXOVODUY6C>,
8 Shenzhen Alouette has offered the “K1” model of the Terravent Kayaks for sale to U.S.
9 consumers.

10 42. As shown in **Exhibit R**, through its now defunct e-commerce site,
11 alouette-wheel.com, Shenzhen Alouette has offered to sell the “K1” model of the
12 Terravent Kayaks to U.S. customers.

13 43. As shown in **Exhibit S**, through the e-commerce site terraventkayaks.com,
14 Shenzhen Alouette is offering to sell the Terravent Kayaks to U.S. consumers.

15 44. As shown in **Exhibit B** at page 12, as of September 29, 2021, 65% of
16 Shenzhen Alouette’s annual \$1 million-\$2.5 million revenue was due to sales to
17 customers in North America.

18 45. Oru Kayak has never authorized, endorsed, sponsored, or approved the use
19 of the ‘788 patent by Shenzhen Alouette.

20 **(ii) Infringement By Skatebolt**

21 46. Upon information and belief, Skatebolt has sold, offered for sale, and/or
22 distributed at least the “K1” model of Terravent Kayaks to consumers in the United
23 States and elsewhere.

24 47. Specifically, as shown in **Exhibit C**, through the Skatebolt website,
25 www.skatebolt.com, Skatebolt has offered to sell and distribute to U.S. consumers the
26 “K1” model of the Terravent Kayaks.

27 48. Oru Kayak has never authorized, endorsed, sponsored, or approved of
28 Skatebolt the use of the ‘788 patent by Skatebolt.

1 **(iii) Infringement By Phoenix Ryders**

2 49. Upon information and belief, Phoenix Ryders sells, offers for sale,
3 distributes, and/or imports the Terravent Kayaks to consumers in the United States and
4 elsewhere.

5 50. Phoenix Ryders, as shown in **Exhibit D**, through its eBay store at
6 <https://www.ebay.com/str/phoenixryders>, has offered for sale the “K1” model of the
7 Terravent Kayaks to U.S. consumers.

8 51. Phoenix Ryders, as shown in **Exhibit U**, through its Amazon store at
9 <https://www.amazon.com/s?me=A3SEPM90V23N00&marketplaceID=ATVPDKIKX0>
10 DER, has offered for sale the “K1” model of the Terravent Kayaks to U.S. consumers.

11 52. Upon information and belief, Phoenix Ryders is offering for sale Terravent
12 Kayaks to U.S. consumers. As shown in **Exhibit E**, which is also linked on the
13 terraventkayaks.com website through the link “Affiliate Program,” Phoenix Ryders is
14 also looking for affiliates to sell the Terravent Kayaks on commission.

15 53. Oru Kayak has never authorized, endorsed, sponsored, or approved of
16 Phoenix Ryders the use of the ‘788 patent by Phoenix Ryders.

17 **CLAIM FOR RELIEF**

18 **(INFRINGEMENT OF U.S. PAT. NO. 8,316,788)**

19 54. Oru Kayak hereby incorporates by reference each of the other allegations
20 set forth elsewhere in this Complaint as though fully set forth herein.

21 55. Defendants have infringed the ‘788 patent by making, using, selling,
22 offering to sell and/or importing the Terravent Kayaks.

23 56. Defendants’ infringement of the ‘788 patent has been and continues to be
24 willful.

25 57. Oru Kayak has suffered, and will continue to suffer, substantial damages in
26 an amount to be proven at trial, through lost profits, lost sales, and/or lost royalties, due
27 to infringement by Defendants.
28

1 58. Oru Kayak has suffered, and will continue to suffer, permanent and
2 irreparable injury, for which Oru Kayak has no adequate remedy at law.

3 59. Oru Kayak is entitled to relief at least as provided by 35 U.S.C. §§ 281,
4 283, 284, and 285.

5 **RESERVATION OF RIGHTS**

6 60. Oru Kayak is still investigating this matter and has not yet had an
7 opportunity to conduct any discovery, and therefore reserves the right to raise such
8 additional claims as may be appropriate upon further investigation and discovery.

9 **PRAYER FOR RELIEF**

10 In view of the foregoing, Plaintiff Oru Kayak prays for judgment as follows:

11 A. That Defendant Shenzhen Alouette has infringed, and is infringing, the
12 ‘788 patent in violation of 35 U.S.C. § 271;

13 B. That Defendant Skatebolt has infringed, and is infringing, the ‘788 patent
14 in violation of 35 U.S.C. § 271;

15 C. That Defendant Phoenix Ryders has infringed, and is infringing, the ‘788
16 patent in violation of 35 U.S.C. § 271;

17 D. That infringement by Defendants is willful;

18 E. That Defendants be required to deliver to Future Motion for destruction
19 any and all articles in their possession and/or under their control that infringe the ‘788
20 patent, including but not limited to all existing Terravent Kayaks, associated packaging,
21 and advertisements;

22 F. That Defendants be ordered to pay Oru Kayak the damages that Oru Kayak
23 has suffered due to patent infringement by Defendants, together with interest thereon;

24 G. That Defendants be ordered to account for and pay Oru Kayak the total
25 profits Defendants have received from the sale of products infringing the ‘788 patent;

26 H. That this case be declared exceptional pursuant to 35 U.S.C. § 285, due to
27 willful infringement by Defendants, and that Oru Kayak be awarded trebled damages
28 and its reasonable attorneys’ fees and costs; and

1 I. That Oru Kayak have such other and further relief as the Court and/or a
2 jury deems just and proper.

3 Dated: November 8, 2021

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Aaron L. Renfro

6 By: /s/ Aaron L. Renfro
7 Aaron L. Renfro

8 Attorneys for Plaintiff Oru Kayak, Inc.

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DEMAND FOR JURY TRIAL

Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable.

Dated: November 8, 2021

CALL & JENSEN
A Professional Corporation
Aaron L. Renfro

By: /s/ Aaron L. Renfro
Aaron L. Renfro

Attorneys for Plaintiff Oru Kayak, Inc.

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