

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SHENZHEN BLUE DREAM DIGITAL
TECHNOLOGY CO., LTD.; TIANJIN
DONGLIQU
ZHONGHUILIYUANJIXIESHEBEICHA
NG; XUCHANG LUOFAN
MAOYIYOUXIANGONGSI,

Plaintiffs,

v.

BRAUN GMBH

Defendant.

C.A. No.

JURY TRIAL DEMANDED

COMPLAINT FOR DECLARATORY JUDGMENT

Shenzhen Blue Dream Digital Technology Co., Ltd. (“Shenzhen”), Tianjin dongliqu zhonghuiliyuanjixieshebeichang (“Tianjin”), and XuChang LuoFan MaoyiYouxianGongsi (“XuChang”) (collectively “Plaintiffs”) files this Complaint for Declaratory Judgment against Braun GmbH (“Braun” or “Defendant”) and alleges as follows:

NATURE OF THE ACTION

1. This is an action for a declaratory judgment of noninfringement arising under the patent laws of the United States, Title 35 of the United States Code.
2. Braun purports to be the owner of U.S. Patent No. 12,036,079 (the “’079 Patent” or “Patent-at-Issue”) (attached as Exhibit A).
3. Braun’s actions and statements, including its allegations of infringement of the ’079 Patent by Plaintiffs as detailed below, have created a real and substantial controversy that warrants issuance of a declaratory judgment of noninfringement by Plaintiffs of the ’079 Patent.

JURISDICTION AND VENUE

4. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action involves claims arising under the patent laws of the United States, 35 U.S.C. § 1, et seq., and under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.

5. Personal jurisdiction is proper in this Court at least because Braun's actions have affected Plaintiffs' ability to sell their products to consumers in this District, and Braun thus had fair warning that it may be hauled into court here. Further, on information and belief, Braun has sent letters to Amazon.com from this district, charging Plaintiffs with infringing Braun's U.S. patents, and seeking to interfere with Plaintiff's attempts to market its products into the United States, including this District.

6. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b) and 1391(c)(2) because a substantial part of the events giving rise to the claims occurred in this District and because Defendant is subject to personal jurisdiction in this District. Venue is proper over Braun because it is a foreign company.

7. For the reasons set forth below, a substantial controversy exists between the parties which is of sufficient immediacy and reality to warrant declaratory relief.

BACKGROUND

8. Plaintiff Shenzhen is a Chinese corporation with its place of business at 2nd Floor, No. 14, Xisan District, Shayi Community, Shajing Street, Bao'an District, Shenzhen, China.

9. Plaintiff Tianjin is a Chinese corporation with its place of business at Room 103, West Building, No.9 Wujing Road, Dongli Development Zone, Tianjin, China.

10. Plaintiff XuChang is a Chinese corporation with a principal place of business at No. 105 Jiefang Road, Weidu District, Xuchang City, Henan, China.

11. On information and belief, Defendant Braun is a German corporation with a principal place of business at Frankfurter Straße 145, D-61476 Kronberg/Taunus, Germany.

12. Until recently, Plaintiff Shenzhen has sold electric toothbrush rotating replacement heads through Amazon.com via storefront YMPBO under ASINs B0CXT8VX66, B0CXT8PB39, and B0D8KVVNSV (collectively “Shenzhen Products-at-Issue), all of which have the same overall structure.

13. Until recently, Plaintiff Tianjin received electric toothbrush rotating replacement heads from Plaintiff Shenzhen and has sold them through Amazon.com via storefront DiamondSmile-US under ASINs B0DBL7LQRS, B0DBL1V3QD, and B0DBKXF4Y9 (collectively “Tianjin Products-at-Issue), all of which have the same overall structure.

14. Until recently, Plaintiff XuChang received electric toothbrush rotating replacement heads from Plaintiff Shenzhen and has sold them through Amazon.com via storefront LuoFan Tek under ASIN B0D924LM8R (“XuChang Product-at-Issue).

15. The ’079 patent is entitled “Attachment for an oral care device handle.” The ’079 Patent bears an issuance date of July 16, 2024.

16. On information and belief, sometime prior to September 6, 2024, acting through its attorney, Kelley Gordon, a partner of the Chicago law firm, Marshall Gerstein, Braun sent communications to Amazon.com claiming that the Shenzhen Products-at-Issue infringes the ’079 patent and requesting that Amazon.com remove the ASIN listings for the Shenzhen Products-at-Issue.

17. On or about September 6, 2024, Plaintiff Shenzhen received an email from Amazon.com stating that it had received a complaint from Braun claiming that the Shenzhen Products-at-Issue infringe the '079 Patent. (A copy of the email is attached as Exhibit B.) The Amazon.com email stated that Amazon.com would remove listings for the Shenzhen Products-at-Issue unless, *inter alia*, Plaintiff Shenzhen contacts Braun to resolve the dispute or files an action for declaratory judgment of non-infringement of the '079 Patent within three weeks.

18. Removal of the Amazon.com listings for the Shenzhen Products-at-Issue threatens to cause substantial harm to Plaintiff Shenzhen's business selling the Shenzhen Products-at-Issue. A substantial share of the Shenzhen Products-at-Issue's sales are made through orders received on Amazon.com.

19. On information and belief, sometime prior to September 6, 2024, , acting through its attorney, Kelley Gordon, a partner of the Chicago law firm, Marshall Gerstein, Braun sent communications to Amazon.com claiming that the Tianjin Products-at-Issue infringes the '079 patent and requesting that Amazon.com remove the ASIN listings for the Tianjin Products-at-Issue.

20. On or about September 6, 2024, Plaintiff Tianjin received an email from Amazon.com stating that it had received a complaint from Braun claiming that the Tianjin Products-at-Issue infringe the '079 Patent. (A copy of the email is attached as Exhibit C.) The Amazon.com email stated that Amazon.com would remove listings for the Tianjin Products-at-Issue unless, *inter alia*, Plaintiff Tianjin contacts Braun to resolve the dispute or files an action for declaratory judgment of non-infringement of the '079 Patent within three weeks.

21. Removal of the Amazon.com listings for the Tianjin Products-at-Issue threatens to cause substantial harm to Plaintiff Tianjin's business selling the Tianjin Products-at-Issue. A

substantial share of the Tianjin Products-at-Issue's sales are made through orders received on Amazon.com.

22. On information and belief, sometime prior to September 6, 2024, acting through its attorney, Kelley Gordon, a partner of the Chicago law firm, Marshall Gerstein, Braun sent communications to Amazon.com claiming that the XuChang Product-at-Issue infringes the '079 patent and requesting that Amazon.com remove the ASIN listing for the XuChang Product-at-Issue.

23. On or about September 6, 2024, Plaintiff XuChang received an email from Amazon.com stating that it had received a complaint from Braun claiming that the XuChang Product-at-Issue infringe the '079 Patent. (A copy of the email is attached as Exhibit D.) The Amazon.com email stated that Amazon.com would remove listings for the XuChang Product-at-Issue unless, *inter alia*, Plaintiff XuChang contacts Braun to resolve the dispute or files an action for declaratory judgment of non-infringement of the '079 Patent within three weeks.

24. Removal of the Amazon.com listings for the XuChang Product-at-Issue threatens to cause substantial harm to Plaintiff XuChang's business selling the XuChang Product-at-Issue. A substantial share of the XuChang Product-at-Issue's sales are made through orders received on Amazon.com.

COUNT I: DECLARATION OF NONINFRINGEMENT

25. Plaintiffs repeat and reallege the allegations in paragraphs 1–24 as though fully set forth herein.

26. Plaintiffs have not infringed and do not infringe, directly or indirectly, any valid and enforceable claim of the '079 Patent.

27. Independent claim 1 of the '079 Patent recites:

1. An oral care device attachment for being coupled to an oral care device handle, the attachment comprising:

an outer attachment tube having a coupling end that is intended for being secured at the oral care device handle;

a carrier mounted for driven motion at the outer attachment tube;

an axle engaged to the carrier,

wherein the driven motion of the carrier is an oscillatory rotation about a rotation axis defined by the axle;

a motion transmitter disposed inside of the outer attachment tube, the motion transmitter has a first end coupled with the carrier, the motion transmitter further having a second end comprising a coupling unit having a top plate;

wherein the coupling unit having the top plate is integral with the motion transmitter;

wherein a spring is arranged between the outer attachment tube and the motion transmitter so that the motion transmitter is biased into a position towards the coupling end of the outer attachment tube.

28. Shenzhen Products-at-Issue, Tianjin Products-at-Issue, and XuChang Products-at-Issue do not comprise at least “the motion transmitter further having a second end comprising a coupling unit having a top plate” and “a spring is arranged between the outer attachment tube and the motion transmitter so that the motion transmitter is biased into a position towards the coupling end of the outer attachment tube” in independent claim 1 as described in the specification and shown in the drawings of the '079 Patent.

29. Independent claim 26 of the '079 Patent recites:

26. An oral care device attachment for being coupled to an oral care device handle, the attachment comprising:

an outer attachment tube having a coupling end that is intended for being secured at the oral care device handle,

wherein the coupling end of the outer attachment tube comprises a first mechanical connector that can be detachably coupled with a second mechanical connector of a handle;

a carrier mounted at the outer attachment tube for driven motion about an axle, the axle being engaged to the carrier,

the driven motion of the carrier being an oscillatory rotation about a rotation axis defined by the axle, and

the carrier comprising a plurality of oral care elements mounted on the carrier;

a motion transmitter disposed inside of the outer attachment tube, the motion transmitter has a first end coupled with the carrier, the motion transmitter further having a second end comprising a coupling unit having a top plate;

wherein the motion transmitter is a complete integral part; and

a spring comprising a first end and a second end,

the spring being arranged between the outer attachment tube and the motion transmitter,

the spring being further arranged around at least a portion of the motion transmitter,

the spring being further arranged so that the second end of the spring abuts the top plate of the coupling unit of the motion transmitter, and

the spring being further arranged so that the motion transmitter is biased into a position towards the coupling end of the outer attachment tube.

30. Shenzhen Products-at-Issue, Tianjin Products-at-Issue, and XuChang Products-at-Issue do not comprise at least “the motion transmitter further having a second end comprising a coupling unit having a top plate,” “the spring being further arranged so that the second end of the spring abuts the top plate of the coupling unit of the motion transmitter,” and “the spring being further arranged so that the motion transmitter is biased into a position towards the coupling end of the outer attachment tube” in independent claim 26 as described in the specification and shown in the drawings of the '079 Patent.

31. Plaintiffs are entitled to a declaratory judgment that they have not infringed and are not infringing the '079 Patent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that judgment be entered:

a. Declaring that Plaintiff Shenzhen has not and does not infringe, directly, contributorily, by inducement, literally or by equivalents, jointly, or willfully, any claim of the

'079 Patent by making, using, selling, offering to sell, and/or importing of the Shenzhen Products-at-Issue;

b. Declaring that the Shenzhen Products-at-Issue do not infringe, directly, contributorily, by inducement, literally or by equivalents, jointly, or willfully, any claim of the '079 Patent;

c. Declaring that Plaintiff Tianjin has not and does not infringe, directly, contributorily, by inducement, literally or by equivalents, jointly, or willfully, any claim of the '079 Patent by making, using, selling, offering to sell, and/or importing of the Tianjin Products-at-Issue;

d. Declaring that the Tianjin Products-at-Issue do not infringe, directly, contributorily, by inducement, literally or by equivalents, jointly, or willfully, any claim of the '079 Patent;

e. Declaring that Plaintiff XuChang has not and does not infringe, directly, contributorily, by inducement, literally or by equivalents, jointly, or willfully, any claim of the '079 Patent by making, using, selling, offering to sell, and/or importing of the XuChang Products-at-Issue;

f. Declaring that the XuChang Products-at-issue do not infringe, directly, contributorily, by inducement, literally or by equivalents, jointly, or willfully, any claim of the '079 Patent;

g. Award Plaintiffs a permanent injunction enjoining Defendant from asserting the '079 Patent against the Shenzhen Products-at-Issue, Tianjin Products-at-Issue, and XuChang Product-at-Issue;

h. If the facts demonstrate that the case is exceptional within the meaning of 35

U.S.C. § 285, an award to Plaintiffs of their reasonable attorneys' fees, expenses, and costs associated with this action; and

i. Awarding Plaintiffs any other remedy or relief to which it may be entitled and which the Court deems just, proper, and equitable.

PRAYER FOR RELIEF

Plaintiffs request a trial by jury under Rule 38 of the Federal Rules of Civil Procedure of all issues that may be determined by a jury.

Dated: September 18, 2024

Respectfully submitted,

/s/ Eric C. Cohen

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