

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FANTASIA TRADING, LLC D/B/A  
ANKERDIRECT,

Plaintiff,

v.

MINISTRAP, LLC.,

Defendants.

Case No. 1:23-cv-04762-SDG

JURY TRIAL DEMANDED

**SECOND AMENDED COMPLAINT FOR DECLARATORY JUDGMENT**

Plaintiff Fantasia Trading, LLC d/b/a AnkerDirect (“Fantasia” or “Plaintiff”) hereby brings this First Amended Complaint (hereinafter, the “Complaint”) against Defendant Ministrap, LLC (“Ministrap” or “Defendant”) and alleges as follows:

**PARTIES**

1. Fantasia Trading, LLC d/b/a AnkerDirect is a Delaware limited liability company with its principal place of business at 5350 Ontario Mills Pkwy, Suite 100, Ontario, California 91764. No member of Fantasia Trading, LLC is a citizen of Georgia.

2. On information and belief, Ministrap, LLC is a Georgia limited liability company with its principal place of business at 230 Sheridan Point Ln, Atlanta, GA 30342.

### **JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction under 28 U.S.C. §§ 2201, 2202, 1331 and/or 1338(a), because this action arises under the laws of the United States, in particular the Patent Act of the United States, 35 U.S.C. § 100 et seq., and seeks relief under the Federal Declaratory Judgment Act.

4. This Court has personal jurisdiction over Ministrap because it is organized under the laws of the State of Georgia, is registered to do business in this judicial district, maintains its principal place of business in this judicial district, and has minimum contacts with the State of Georgia.

5. Venue is proper in the Court under 28 U.S.C. §§ 1391(b) and/or 1400(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District, because Ministrap is registered to do business in this forum, and because this Court has personal jurisdiction over Ministrap.

### **BACKGROUND**

6. The Anker family of companies (collectively, “Anker”) is a global leader in technology for charging electronics. Fantasia distributes Anker products in the United States, including sales through Amazon.com and retail channels, including Target, Best Buy, Costco, Office Depot, and Walmart.

7. Ministrap purports to own U.S. Patent No. 7,587,796 (“the ’796 Patent”), entitled “Secure Strap Systems.” A true and correct copy of the ’796 Patent

is attached as Exhibit A. The '796 Patent issued on September 15, 2009.

8. Ministrap purports to own U.S. Patent No. 8,371,000 (“the '000 Patent”), entitled “Secure Strap Systems.” A true and correct copy of the '000 Patent is attached as Exhibit B. The '000 Patent issued on February 12, 2013.

9. Ministrap purports to own U.S. Patent No. 9,386,824 (“the '824 Patent”), entitled “Secure Strap Systems.” A true and correct copy of the '824 Patent is attached as Exhibit C. The '824 Patent issued on July 12, 2016.

10. On or about July 14, 2023, Ministrap asserted the '796 Patent, '000 Patent, and '824 Patent against Best Buy styled as *Ministrap, LLC v. Best Buy Co., Inc.*, No. 2:23-cv-00327 (E.D. Tex. July 14, 2023) (*Ministrap Best Buy Lawsuit*). A true and correct copy of Ministrap’s Complaint filed in the *Ministrap Best Buy Lawsuit* is attached as Exhibit D. In the *Ministrap Best Buy Lawsuit*, Ministrap alleged that Best Buy infringes because it sells, uses, causes to be used, provides, supplies, or distributes one or more products featuring binding straps, fastening straps, and/or strap systems, including, but not limited to, various replacement cables featuring brand names such as Anker that include straps or strap systems (“Anker Relevant Product”). Ex. D, ¶18. In particular, the *Ministrap Best Buy Lawsuit*

identifies at least the following Anker Relevant Product as infringing products.



Ex. D, ¶18 (Anker PowerLine Select+ USB-A Cable with Lightning Connector).

11. On November 20, 2023, Ministrap served infringement contentions in the *Ministrap Best Buy* Lawsuit. The infringement contentions accused the following Anker Relevant Products of infringing the '796 Patent, '000 Patent, and '824 Patent:

Brand Name	Type	SKU	UPC
ANKER	6ft USB to USB-C Cable	6455892	848061058147
ANKER	3ft USB to USB-C Cable	6455887	848061058123
ANKER	3ft Lightning to USB Cable	6463708	194644047481
ANKER	6ft Lightning to USB Cable	6463707	194644047504
ANKER	10ft Lightning to USB Cable	6463709	194644047177

12. On or about July 14, 2023, Ministrap asserted the '796 Patent, '000 Patent, and '824 Patent against Costco styled as *Ministrap, LLC v. Costco Wholesale Corporation*, No. 2:23-cv-00328 (E.D. Tex. July 14, 2023) (*Ministrap Costco Lawsuit*). A true and correct copy of Ministrap's Complaint filed in the *Ministrap Costco Lawsuit* is attached as Exhibit E. In the *Ministrap Costco Lawsuit*, Ministrap alleged that Costco infringes because it sells, uses, causes to be used, provides, supplies, or distributes one or more products featuring binding straps, fastening straps, and/or strap systems, including, but not limited to, various replacement cables featuring brand names such as Anker that include straps or strap systems ("Anker Relevant Product"). Ex. E, ¶18. In particular, the *Ministrap Costco Lawsuit* identifies at least the following Anker Relevant Product as infringing products.





Ex. E, ¶18 (Anker PowerLine Select+ Lightning Cable Bundle and PowerLine II USB-A Cable with Lightning Connector).

13. On November 20, 2023, Ministrap served infringement contentions in the *Ministrap Costco* Lawsuit. The infringement contentions accused the following

Anker Relevant Product of infringing the '796 Patent, '000 Patent, and '824 Patent:

Brand Name	Type	SKU
ANKER	4-Pack Lightning to USB Cables	1544867

14. On or about July 14, 2023, Ministrap asserted the '796 Patent, '000 Patent, and '824 Patent against Office Depot styled as *Ministrap, LLC v. Office Depot, Inc.*, No. 2:23-cv-00329 (E.D. Tex. July 14, 2023) (*Ministrap Office Depot Lawsuit*). A true and correct copy of Ministrap's Complaint filed in the *Ministrap Office Depot Lawsuit* is attached as Exhibit F. In the *Ministrap Office Depot Lawsuit*, Ministrap alleged that Office Depot infringes because it sells, uses, causes to be used, provides, supplies, or distributes one or more products featuring binding straps, fastening straps, and/or strap systems, including, but not limited to, various replacement cables featuring brand names such as Anker that include straps or strap systems ("Anker Relevant Product"). Ex. F, ¶18. In particular, the *Ministrap Office Depot Lawsuit* identifies at least the following Anker Relevant Product as infringing

products.



Ex. F, ¶18 (Anker PowerLine Select+ USB-A Cable with Lightning Connector).

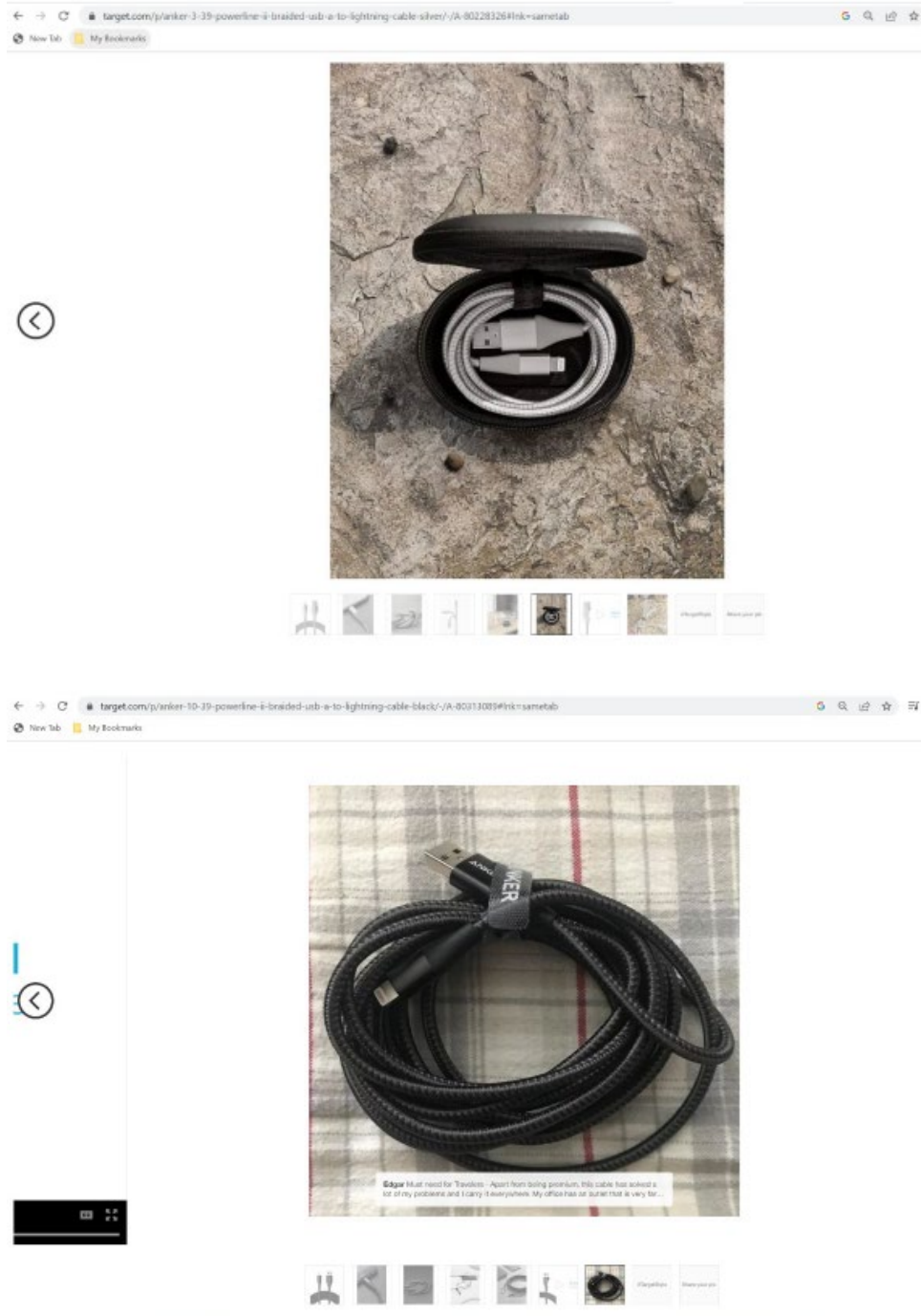
15. On November 20, 2023, Ministrap served infringement contentions in the *Ministrap Office Depot* Lawsuit. The infringement contentions accused the following Anker Relevant Product of infringing the '796 Patent, '000 Patent, and '824 Patent:

Brand Name	Type	SKU
ANKER	6ft Lightning to USB Cable	8702210
ANKER	6ft Lightning to USB Cable	6702125

16. On or about July 14, 2023, Ministrap asserted the '796 Patent, '000 Patent, and '824 Patent against Target styled as *Ministrap, LLC v. Target Corp.*, No. 2:23-cv-00330 (E.D. Tex. July 14, 2023) (*Ministrap Target* Lawsuit). A true and



correct copy of Ministrap’s Complaint filed in the *Ministrap Target* Lawsuit is attached as Exhibit G. In the *Ministrap Target* Lawsuit, Ministrap alleged that Target infringes because it sells, uses, causes to be used, provides, supplies, or distributes one or more products featuring binding straps, fastening straps, and/or strap systems, including, but not limited to, various replacement cables featuring brand names such as Anker that include straps or strap systems (“Anker Relevant Product”). Ex. G, ¶19. In particular, the *Ministrap Target* Lawsuit identifies at least the following Anker Relevant Product as infringing products.



Ex. G, ¶19 (Anker Powerline+ II Braided USB-A to Lightning Cable).

17. On November 20, 2023, Ministrap served infringement contentions in the *Ministrap Target Lawsuit*. The infringement contentions accused the following

Anker Relevant Product of infringing the '796 Patent, '000 Patent, and '824 Patent:

Brand Name	Type	DPCI	UPC
ANKER	6ft Lightning to USB- C Cable	080-08-0589	194644059620
ANKER	6ft USB-C to USB-C Cable	080-08-2559	194644135812
ANKER	6ft Lightning to USB	080-08-6537	194644068769
ANKER	3ft USB-C to USB-C Cable	080-08-6072	194644135829
ANKER	10ft Lightning to USB Cable	080-08-3457	194644135881
ANKER	3ft Lightning to USB Cable	080-08-0133	194644135898
ANKER	6ft Lightning to USB- C Cable	080-08-5955	194644135867
ANKER	10ft USB-C to USB- C Cable	080-08-5030	194644134631
ANKER	3ft Lightning to USB- C Cable	080-08-8514	194644135874
ANKER	6ft Lightning to USB Cable		194644024277
ANKER	6ft Lightning to USB- C Cable		194644059613
ANKER	6ft Lightning to USB Cable		848061072051
ANKER	3ft Lightning to USB Cable		848061038354

18. On or about July 14, 2023, Ministrap, asserted the '796 Patent, '000 Patent, and '824 Patent against Walmart styled as *Ministrap, LLC v. Walmart, Inc.*, No. 2:23-cv-00331 (E.D. Tex. July 14, 2023) (*Ministrap Walmart Lawsuit*). A true and correct copy of Ministrap's Complaint filed in the *Ministrap Walmart Lawsuit*

is attached as Exhibit H. In the *Ministrap Walmart* Lawsuit, Ministrap alleged that Walmart infringes because it sells, uses, causes to be used, provides, supplies, or distributes one or more products featuring binding straps, fastening straps, and/or strap systems, including, but not limited to, various replacement cables featuring brand names such as Anker that include straps or strap systems (“Anker Relevant Product”). Ex. H, ¶18. In particular, the *Ministrap Walmart* Lawsuit identifies at least the following Anker Relevant Product as infringing products.





Ex. H, ¶18 (Anker PowerLine Select+ USB-A Cable with Lightning Connector).

19. On November 20, 2023, Ministrap served infringement contentions in the *Ministrap Walmart* Lawsuit. The infringement contentions accused the following Anker Relevant Product of infringing the '796 Patent, '000 Patent, and '824 Patent:

Brand Name	Type	SKU	UPC
ANKER	6ft Lightning to USB Cable	270174772	848061055566
ANKER	6ft Lightning to USB Cable	658633368	848061057430
ANKER	10ft Lightning to USB Cable	405369260	194644059194
ANKER	6ft Lightning to USB-C Cable	468270684	194644059620
ANKER	6ft USB to USB-C Cable	434198230	848061044683



ANKER	6ft Lightning to USB Cable	768362784	194644066000
ANKER	6ft Lightning to USB Cable	537500179	848061064452
ANKER	6ft Lightning to USB Cable	907965662	194644024277
ANKER	6ft USB-C to USB-C Cable	546497072	194644018078
ANKER	6ft Lightning to USB Cable	303956784	194644024260
ANKER	3ft Lightning to USB Cable	558989368	848061064353
ANKER	6ft Lightning to USB Cable	768362784	194644066000
ANKER	6ft Lightning to USB-C Cable	639485045	194644059613
ANKER	10ft USB to USB-C Cable	962374119	194644026226
ANKER	6ft USB-C to USB-C Cable	431735323	194644031299
ANKER	6ft USB-C to USB-C Cable	372483059	194644031305
ANKER	10ft Lightning to USB Cable	909968978	194644101480
ANKER	10ft USB-C to USB- C	695643262	194644101107
ANKER	3ft Lightning to USB	498479852	848061010350
ANKER	3ft USB-C to USB-C Cable	911304422	848061062618
ANKER	USB-C to USB-C Cable	917149981	848061045932
ANKER	6ft Lightning to USB Cable	411799564	848061050257

20. Plaintiff has an indemnification obligation to each of its retailers, Best Buy, Costco, Office Depot, Target, and Walmart, that has been sued by Ministrap

for selling, using, causing to be used, providing, supplying, or distributing Anker Relevant Products such as those identified above.

21. Ministrap's infringement allegations are not customer-specific. For example, Ministrap accuses both Target and Walmart of infringing by selling, using, causing to be used, providing, supplying, or distributing Anker's 6ft Lightning to USB- C Cable with UPC 194644059620. Thus, the underlying circumstances giving rise to potential lawsuits against Plaintiff are no different than they are for a lawsuit against Plaintiff's retailers.

22. Based on the above pending lawsuits against Plaintiff's customers and distributors, Plaintiff has a reasonable apprehension, and there exists a reasonable potential, that Ministrap will file an action against Plaintiff (and its other customers and distributors) and allege that (i) Plaintiff has directly infringed one or more claims of the '796 Patent, '000 Patent, and '824 Patent by making, using, selling, and/or offering for sale the Anker Relevant Products; and (ii) Plaintiff's other customers and distributors have directly infringed one or more claims of the '796 Patent, '000 Patent, and '824 Patent by using, selling, and/or offering for sale the Anker Relevant Products.

23. Plaintiff also has a reasonable apprehension, and there exists a reasonable potential, that Ministrap will file an action against Plaintiff and allege that Plaintiff has actively induced its customers, distributors, or end-users to infringe

one or more claims of each of the '796 Patent, '000 Patent, and '824 Patent by, among other things, making available to customers, distributors, and end-users the Anker Relevant Products.

24. However: (i) Plaintiff has not infringed any claim of the '796 Patent, '000 Patent, and '824 Patent; (ii) the Anker Relevant Products do not infringe any claim of the '796 Patent, '000 Patent, and '824 Patent; and (iii) Plaintiff has not induced others to infringe any claim of the '796 Patent, '000 Patent, and '824 Patent.

25. The meritless claims and allegations of Ministrap have (i) cast uncertainty over Plaintiff's businesses and the Anker Relevant Products, (ii) injured and are injuring Plaintiff's businesses and business relationships, and (iii) created a concrete and immediate justiciable controversy between Plaintiff and Defendant.

26. Plaintiff brings this case to clear its name and to protect its customers, distributors, or end-users against the meritless claims of infringement brought by Ministrap.

### **FIRST CLAIM FOR RELIEF**

#### **(Declaratory Judgment of Non-Infringement of the '796 Patent)**

27. Plaintiff repeats, realleges, and incorporates the prior allegations of the Complaint as if fully set forth herein.

28. Plaintiff has not infringed, induced others to infringe any of the

independent claims of the '796 Patent, or any of the claims that depend thereupon.

29. The Anker Relevant Products at least, by way of example, do not literally, or under the doctrine of equivalents, meet the limitation of claim 1 of the '796 Patent that requires: “all said at least one first elongated strap portions and all said at least one second elongated strap portions are parallel and collinear.” (Ex. A at 22:8-10). The Anker Relevant Products do not infringe because, among other reasons, they do not include “all said at least one first elongated strap portions and all said at least one second elongated strap portions are parallel and collinear.” (Ex. A at 22:8-10).

30. The claim limitation recited by the preceding paragraph is present in independent claim 1 of the '796 Patent, which Ministrap alleges Anker Relevant Products meet.

31. Because the Anker Relevant Products do not meet, literally or under the doctrine of equivalents, at least one limitation of the identified independent claim of the '796 Patent, the manufacture, use, sale, offer for sale, or importation of the Anker Relevant Products does not infringe claim 1 of the '796 Patent.

32. Plaintiff seeks and is entitled to a declaratory judgment that the manufacture, use, sale, offer for sale, or importation of the Anker Relevant Products does not infringe under [35 U.S.C. § 271](#) (or any sub-section thereof) any claim of

the '796 Patent, literally or under the doctrine of equivalents.

33. Plaintiff seeks and is entitled to a declaratory judgment that neither it nor its customers, distributors, or end-users infringe any claim of the '796 Patent, literally or under the doctrine of equivalents.

34. Plaintiff seeks and is entitled to a declaratory judgment that neither it nor its customers, distributors, or end-users have induced others to infringe any claim of the '796 Patent, literally or under the doctrine of equivalents.

### **SECOND CLAIM FOR RELIEF**

#### **(Declaratory Judgment of Non-Infringement of the '000 Patent)**

35. Plaintiff repeats, realleges, and incorporates the prior allegations of the Complaint as if fully set forth herein.

36. Plaintiff has not infringed, induced others to infringe any of the independent claims of the '000 Patent, or any of the claims that depend thereupon.

37. The Anker Relevant Products at least, by way of example, do not literally, or under the doctrine of equivalents, meet the limitation of claim 1 of the '000 Patent that requires: “said at least one second strap portion is offset parallel from said first strap portion a distance about equal to said at least one first strap width.” (Ex. B at 31:7-9). The Anker Relevant Products do not infringe because, among other reasons, they do not include “said at least one second strap portion is offset parallel from said first strap portion a distance about equal to said at least one



first strap width.” (Ex. B at 31:7-9).

38. The claim limitation recited by the preceding paragraph is present in independent claim 1 of the ’000 Patent, which Ministrap alleges Anker Relevant Products meet.

39. Because the Anker Relevant Products do not meet, literally or under the doctrine of equivalents, at least one limitation of the identified independent claim of the ’000 Patent, the manufacture, use, sale, offer for sale, or importation of the Anker Relevant Products does not infringe claim 1 of the ’000 Patent.

40. Plaintiff seeks and is entitled to a declaratory judgment that the manufacture, use, sale, offer for sale, or importation of the Anker Relevant Products does not infringe under 35 U.S.C. § 271 (or any sub-section thereof) any claim of the ’000 Patent, literally or under the doctrine of equivalents.

41. Plaintiff seeks and is entitled to a declaratory judgment that neither it nor its customers, distributors, or end-users infringe any claim of the ’000 Patent, literally or under the doctrine of equivalents.

42. Plaintiff seeks and is entitled to a declaratory judgment that neither it nor its customers, distributors, or end-users have induced others to infringe any claim of the ’000 Patent, literally or under the doctrine of equivalents.

### **THIRD CLAIM FOR RELIEF**

#### **(Declaratory Judgment of Non-Infringement of the '824 Patent)**

43. Plaintiff repeats, realleges, and incorporates the prior allegations of the Complaint as if fully set forth herein.

44. Plaintiff has not infringed, induced others to infringe any of the independent claims of the '824 Patent, or any of the claims that depend thereupon.

45. The Anker Relevant Products at least, by way of example, do not literally, or under the doctrine of equivalents, meet the limitation of claim 1 of the '824 Patent that requires: “the second elongated strap portion is offset parallel from said first elongated strap portion a distance about equal to said at least one first strap width.” (Ex. C at 33:38-41). The Anker Relevant Products do not infringe because, among other reasons, they do not include “the second elongated strap portion is offset parallel from said first elongated strap portion a distance about equal to said at least one first strap width.” (Ex. C at 33:38-41).

46. The claim limitation recited by the preceding paragraph is present in independent claim 1 of the '824 Patent, which Ministrap alleges Anker Relevant Products meet.

47. Because the Anker Relevant Products do not meet, literally or under the doctrine of equivalents, at least one limitation of the identified independent claim of the '824 Patent, the manufacture, use, sale, offer for sale, or importation of the Anker

Relevant Products does not infringe claim 1 of the '824 Patent.

48. Plaintiff seeks and is entitled to a declaratory judgment that the manufacture, use, sale, offer for sale, or importation of the Anker Relevant Products does not infringe under 35 U.S.C. § 271 (or any sub-section thereof) any claim of the '824 Patent, literally or under the doctrine of equivalents.

49. Plaintiff seeks and is entitled to a declaratory judgment that neither it nor its customers, distributors, or end-users infringe any claim of the '824 Patent, literally or under the doctrine of equivalents.

50. Plaintiff seeks and is entitled to a declaratory judgment that neither it nor its customers, distributors, or end-users have induced others to infringe any claim of the '824 Patent, literally or under the doctrine of equivalents.

### **RELIEF REQUESTED**

WHEREFORE, Plaintiff respectfully requests the Court to enter judgment in its favor and against Ministrap as follows:

a. For judgment that Plaintiff and its customers, distributors, and end users do not infringe and have not infringed under 35 U.S.C. § 271 (or any subsection thereof) any claim of the '796 Patent, '000 Patent, and '824 Patent;

b. For judgment that the Anker Relevant Products do not infringe and have not infringed under 35 U.S.C. § 271 (or any sub-section thereof) any claim of the '796 Patent, '000 Patent, and '824 Patent;

c. To enjoin Ministrap and its officers or employees from: (1) alleging that Plaintiff or its customers, distributors, or end-users infringe any claim of the '796 Patent, '000 Patent, and '824 Patent; (2) taking any action to suggest that Plaintiff or its customers, distributors, or end-users require a license from Ministrap for any claim of the '796 Patent, '000 Patent, and '824 Patent; or (3) pursuing or continuing to pursue infringement actions against Plaintiff or its customers, distributors, or end-users based on the manufacture, use, sale, or offer for sale, or importation of the Anker Relevant Products;

d. An order declaring that this is an exceptional case under 35 U.S.C. § 285 and awarding Plaintiff its attorneys' fees, costs, and expenses incurred in this action;

e. An award to Plaintiff of its costs and disbursements; and

f. Such other relief to which Plaintiff is entitled under the law and any other further relief as the Court deems just and proper.

### **JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable in this Complaint.

Respectfully submitted this 6th day of September, 2024.

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