

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

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Klutchtech Direct and TianTuFeiYiKeJi (Foshan) :  
YouXianGongSi a/k/a STARGEAR-US :

Plaintiffs, : Case No.

:

-against- :

Shenzhen Starlink Origin Network Technology :  
Co., Ltd. and Yong Xu a/k/a CHGRNLF Direct :

Defendants. :

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**COMPLAINT**

Plaintiffs Klutchtech Direct and TianTuFeiYiKeJi (Foshan) YouXianGongSi a/k/a STARGEAR-US (“Klutchtech Direct” and “STARGEAR-US” respectively and “Plaintiffs” collectively) file this Declaratory Judgment action against Defendant Shenzhen Starlink Origin Network Technology Co.,Ltd. and Yong Xu a/k/a CHGRNLF Direct (“Starlink” and “Xu” respectively and “Defendants” collectively) and alleges as follows:

**NATURE OF THE ACTION**

1. This is an action for declaratory judgment of design patent invalidity and non-infringement arising under the Declaratory Judgment Act, 28 U.S.C. § 2201 et seq., and the Patent Laws of the United States, 35 U.S.C. § 1 et seq. Plaintiffs are seeking a declaratory judgment of invalidity and non-infringement of U.S. Design Patent No. US D1,045,806 S (“the ‘D806 Patent’” Exhibit A) entitled “Starlink Cable”, which was issued on October 8, 2024 from U.S. Patent Application No. 29/922,152, filed on December 20, 2023. The ‘D806 Patent was

issued to Xu with Starlink as the Applicant. The ‘D806 Patent is invalid as being anticipated by prior art references listed herein and cannot be interpreted to cover Plaintiff’s product.

2. Plaintiffs also allege that Defendants have violated the common law of the State of New York by committing tortious interference with a contractual relationship and tortious interference with a prospective business expectancy.

### **THE PARTIES**

3. Klutchtech Direct is an online business (ASIN No. BOCSXZCSD8) operating on the Amazon platform, with a place of business in Shenzhen, P.R. China. STARGEAR-US is an online business operating on the Amazon platform, with a place of business in Shenzhen, P.R. China.

4. Upon information and belief, Xu is the named inventor of the ‘D806 Patent and resides in Chongqing, P.R. China. Xu operates an Amazon online store under an ASIN No. A15DSFQATFXRBD, which competes directly with the Plaintiff’s Amazon store. Starlink is a company organized and existing under the laws of the People’s Republic of China located at Shenzhen, P.R. China. Xu and Starlink may be served with process or notice of these proceedings by service upon their designated registered agent with the United States Patent and Trademark Office: Mr. Nitin Kaushik, 50 Lerer Lane, Staten Island, NY, UNITED STATES, pursuant to 35 U.S.C. § 293.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331, 1338(a), 1367, and 2201(a).

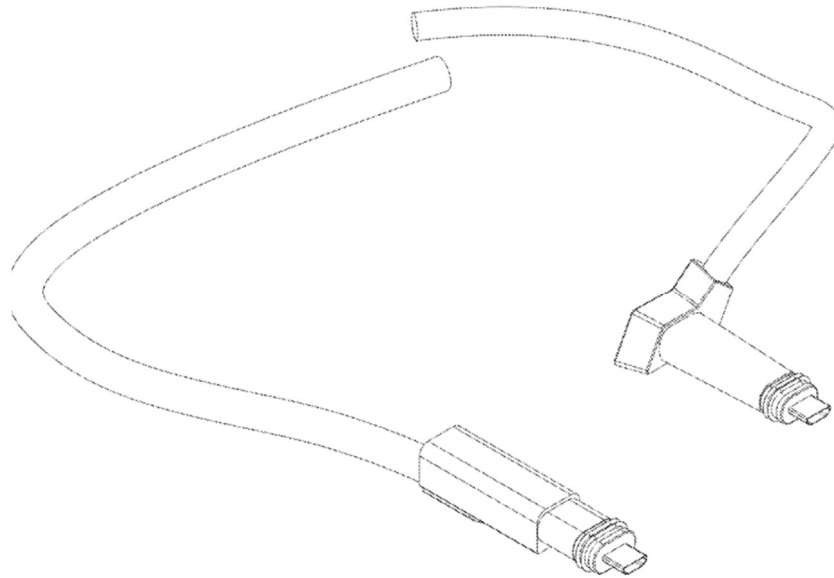
6. On information and belief, this Court has personal jurisdiction over Defendants as Defendants has constitutionally sufficient contacts with this District so as to make personal

jurisdiction over Defendants proper as Defendants have committed the acts complained of herein within this Judicial District. Furthermore, upon information and belief, Xu and/or Starlink own and/or operate the Amazon storefront under ASIN No. A15DSFQATFXRBD which sell starlink cable products that embody the ‘D806 Patent within the forum state and within this judicial District (Exhibit B).

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(c) as Defendants are foreign company and individuals which reside in the People’s Republic of China and which have no established place of business within the United States.

**THE ‘806 PATENT**

8. The ‘D806 Patent discloses an ornamental design for a starlink cable as shown below.



9. The ‘806 Patent was filed on December 20, 2023 and issued on October 8, 2024.

10. Xu is the owner of record of the ‘D806 Patent.

10. Wang and Han the owners with all rights and title, of the '466 Patent. Starlink is listed as Applicant, with no assignment of patent rights from Xu.

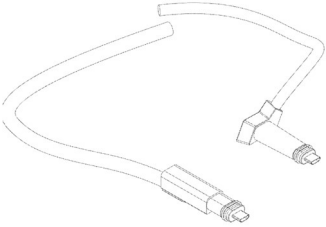



11. Mr. Nitin Kaushik of 50 Lerer Lane, Staten Island, NY, UNITED STATES is the listed attorney of record with the USPTO for the 'D806 Patent.

### **FACTUAL BACKGROUND**

12. Plaintiffs are sellers of, among other things, starlink cable via their Amazon storefronts, Klutchtech Direct and STARGEAR-US, respectively. Plaintiffs' starlink cable product is shown below. Each of the Plaintiffs has enjoyed considerable commercial success over time.



13. Prior to the December 20, 2023 filing date of the '806 Patent, identical starlink cables was disclosed in various Youtube tutorials, with screenshots shown below and in Exhibit C.

Claim of the '806 Patent	Youtube Tutorial	Youtube Tutorial	Plaintiffs' starlink cable
From Exhibit A	From Exhibit C	From Exhibit C	
December 20, 2023	July 4, 2022	October 1, 2022	
			

14. As is plainly evident from even a cursory glance of the figures in the above table, each of the two starlink cables in the Youtube tutorials disclosed identical/near identical magnifiers as that claimed in the '806 Patent and such prior art disclosures anticipate/render obvious the claim of the '806 Patent under 35 U.S.C. §102/§103.

15. Plaintiffs' Amazon sales are conducted under the Amazon Services Solutions Agreements.

16. On or around October 21, 2024, Defendants filed Amazon Infringement Complaints (Complaint IDs: 16502668821 & 16502263911, Exhibit D), from an email address 18487172218@163.com against plaintiffs' starlink cable product listings, for alleged infringement of the 'D806 Patent.

17. Defendants knew or should have known that the 'D806 Patent is invalid as the claimed starlink cable had been disclosed to the public more than one year prior to the filing date of the 'D806 Patent.

18. By filing Amazon Infringement Complaints against Plaintiffs for alleged infringement of the ‘D806 Patent, Defendants have made bad faith allegations that are knowingly and objectively false.

19. As a direct result of the bad faith and false Amazon Infringement Complaints, Klutchtech Direct’s listing of starlink cable has been delisted as of today, October 22, 2024 and STARGEAR-US’s product listings are scheduled to be removed from Amazon platform on or about October 23, 2024, prohibiting Plaintiffs from selling on Amazon, thereby directly causing harm to Plaintiffs’ current and/or future business operations.

20. An actual and justiciable controversy exists between the Parties concerning the validity of the ‘D806 Patent and whether Plaintiffs’ products infringe any valid claim of the ‘D806 Patent.

21. Moreover, an actual and justiciable controversy exists between the Parties as to whether Defendants tortiously interfered with Plaintiffs’ contractual relationship with Amazon and whether Defendants tortiously interfered with Plaintiffs’ prospective business expectancy.

22. Plaintiffs now seek a declaratory judgment of invalidity and non-infringement of the ‘D806 Patent, as well as a judgment that Defendants have tortiously interfered with Plaintiffs’ contractual relationship with Amazon and tortiously interfered with Plaintiffs’ prospective business expectancy.

**COUNT I: DECLARATORY JUDGMENT OF PATENT INVALIDITY**

23. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

24. The ‘D806 Patent is invalid for failing to comply with at least the condition of

patentability set forth in 35 U.S.C §102/§103. Specifically, the ‘D806 Patent is anticipated by the cited prior art/being obvious over the prior art references herein.

25. Each of the two prior art references, made available to the public on July 4, 2022 and October 1, 2022, respectively, predate the December 20, 2023 filing date of the ‘D806 Patent by more than one year.

26. As plainly shown in the table in Paragraph 13 in a side-by-side comparison of the prior art designs and that claimed in the ‘D806 Patent, each of the two prior art references publicly disclosed the identical/near identical starlink cable design more than one year before the filing date of the ‘D806 Patent and thus invalidates the ‘D806 Patent under 35 U.S.C. §102/§103.

27. Pursuant to the Federal Declaratory Judgment Act, Plaintiffs seek a judicial declaration of invalidity of the ‘D806 Patent for failing to meet the condition of patentability set forth in 35 U.S.C. §102/§103, as the ‘D806 Patent is anticipated by/being obvious over each of the two prior art references, and is, therefore, invalid.

## **COUNT II: DECLARATORY JUDGMENT OF NON-INFRINGEMENT**

28. Plaintiffs incorporate by reference the preceding paragraphs as though fully set forth herein.

29. Since the ‘D806 Patent is invalid for failing to comply with at least the condition of patentability set forth in 35 U.S.C §102/§103, it is axiomatic that Plaintiffs’ starlink cables do not infringe any valid claim of the ‘D806 Patent. *Commil USA, LLC v. Cisco Sys., Inc.*, 575 U.S. 632 (2015) (stating that it is axiomatic that one cannot infringe an invalid patent because there is nothing to infringe upon).

30. Pursuant to the Federal Declaratory Judgment Act, Plaintiffs seek a judicial

declaration that Plaintiffs' starlink cable products do not infringe the 'D806 Patent because the 'D806 Patent is invalid.

**COUNT III: TORTIOUS INTERFERENE WITH CONTRACTUAL RELATIONSHIP**

31. Plaintiffs incorporate by reference the preceding paragraphs as though fully set forth herein.

32. Plaintiffs and Amazon, Inc. have valid contractual relationships via the Amazon Services Business Solutions Agreements in which Plaintiffs were permitted to sell goods on the Amazon marketplace in exchange for certain fees.

33. Defendants were aware of Plaintiffs' contractual relationships with Amazon, Inc. as they knew Plaintiffs offered their products on their Amazon storefronts, Klutchtech Direct and STARGEAR-US.

34. Defendants intentionally and unjustifiably induced Amazon to breach its agreements with Plaintiffs by filing bad faith Amazon Infringement Complaints based on an invalid 'D806 Patent.

35. Amazon informed Plaintiffs that the agreements would be terminated by October 23, 2024 as a result Defendants' bad faith complaints, removing Plaintiffs' starlink cable products from the Amazon marketplace.

36. Defendants' actions will cause imminent economic and financial harms to Plaintiffs.

**COUNT IV: TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS EXPECTANCY**

37. Plaintiffs incorporate by reference the preceding paragraphs as though fully set forth herein.



38. Plaintiffs had a reasonable expectation of entering into a valid business relationship with Amazon and with the consumers via its online marketplace platform.

39. Defendants were fully aware of Plaintiffs' expectation as they knew Plaintiffs sold their products on the Amazon marketplace, as shown by their objectively false Amazon Infringement Complaints.

40. Defendant purposefully interfered with Plaintiff's prospective business relationships by filing bad faith Amazon Infringement Complaints with knowledge that the 'D806 Patent is invalid.

41. As a result of Defendants' false Amazon Infringement Complaints, Amazon plans to remove Plaintiffs' products from the Amazon marketplace by October 23, 2024, thereby causing economic and financial harm to Plaintiffs.

#### **DEMAND FOR JURY TRIAL**

Plaintiffs, under Rule 38 of the Federal Rules of Civil Procedure, request a trial by jury of any issues so triable by right.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment as follows:

- a. a declaration that the 'D806 Patent is invalid;
- b. a declaration that Plaintiffs' starlink cables do not infringe the 'D806 Patent;
- c. a judgment that Defendants have tortiously interfered with Plaintiffs' contractual relationships;
- d. a judgment that Defendant has tortiously interfered with Plaintiffs' prospective business relationships;

- e. a declaration that this case is exceptional and an award to Plaintiffs of their costs, expenses, and reasonable attorneys' fees incurred in this action pursuant to 35 U.S.C §285; and
- f. Further relief as the Court may deem just and proper.

Dated: 10/22/2024

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