

Morgan Lewis

Eric Namrow

Partner
+1.202.739.5296
eric.namrow@morganlewis.com

December 29, 2020

VIA EDIS

The Honorable Lisa R. Barton
Secretary to the Commission
U.S. International Trade Commission
500 E Street, SW, Room 112
Washington, DC 20436

Re: *Certain Batteries and Products Containing the Same*, Investigation No. 337-TA-_____

Dear Secretary Barton:

Enclosed for filing on behalf of Complainants One World Technologies, Inc. and Techtronic Power Tools Technology Ltd. (collectively, “Complainants”) are documents in support of Complainants’ request that the Commission institute an investigation pursuant to Section 337 of the Tariff Act of 1930, as amended. A request for confidential treatment of Confidential Exhibit 100C is also being submitted.

Pursuant to the temporary procedures currently applicable to Section 337 investigations, *see* Temporary Change to Filing Procedures, 85 *Fed. Reg.* 15798 (March 19, 2020), Complainants submit the following documents for filing through the Commission’s Electronic Document Information System (EDIS):

1. A Complaint pursuant to Commission Rule 210.12(a);
2. All non-confidential exhibits to the Complaint, including electronic copies of a certified copy each of U.S. Design Patent No. 579,868, 580,353, and 593,944, and their respective certified assignment records as Exhibits 31-36, pursuant to Commission Rule 210.12(a)(9)(i) and (ii);
3. Confidential Exhibit 100C to the Complaint;
4. A letter and certification requesting confidential treatment for the information contained in Confidential Exhibit 100C to the Complaint, pursuant to Commission Rules 201.6(b) and 210.5(d); and

Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, NW
Washington, DC 20004
United States

T +1.202.739.3000
F +1.202.739.3001

5. A Statement on the Public Interest with respect to the remedial orders
Complainants seeks in the Complaint, pursuant to Commission Rule 210.8(b).

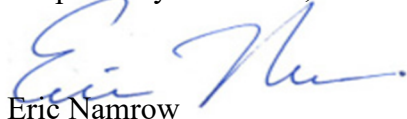
In addition, Complainants are electronically filing the following materials called for in Commission Rule 210.12(c):

1. A certified copy of the U.S. Patent and Trademark Office prosecution history for U.S. Design Patent No. 579,868, as Appendix A;
2. Copies of all technical references cited in the prosecution history for U.S. Design Patent No. 579,868, as Appendix B;
3. A certified copy of the U.S. Patent and Trademark Office prosecution history for U.S. Design Patent No. 580,353, as Appendix C;
4. Copies of all technical references cited in the prosecution history for U.S. Design Patent No. 580,353, as Appendix D;
5. A certified copy of the U.S. Patent and Trademark Office prosecution history for U.S. Design Patent No. 593,944, as Appendix E; and
6. Copies of all technical references cited in the prosecution history for U.S. Design Patent No. 593,944, as Appendix F.

Due to restrictions on in-person filings and visits to the Commission, Complainants are not submitting the domestic and imported articles that are the subject of the complaint per Commission Rule 210.12(b). However, Complainants can do so if the Commission so desires.

Please contact me should you have any questions concerning this submission.

Respectfully submitted,



Eric Namrow
*Counsel to Complainants
One World Technologies, Inc. and
Techtronic Power Tools Technology Ltd.*

Enclosures

Morgan Lewis

Eric Namrow

Partner
+1.202.739.5296
eric.namrow@morganlewis.com

December 29, 2020

VIA EDIS

The Honorable Lisa R. Barton
Secretary to the Commission
U.S. International Trade Commission
500 E Street, SW, Room 112
Washington, DC 20436

Re: *Certain Batteries and Products Containing the Same*, Inv. No. 337-TA-____

Dear Secretary Barton:

Complainants One World Technologies, Inc. and Techtronic Power Tools Technology Ltd. (collectively, “One World”), through their counsel, hereby request, pursuant to 19 C.F.R. §§ 201.6 and 210.5, confidential treatment of the One World confidential business information contained in Confidential Exhibit 100C to the Complaint, which is being filed separately.

Confidential Exhibit 100C is a declaration from Mr. Robert Patrick that contains confidential business information regarding One World’s business operations and financial expenditures.

The information in Confidential Exhibit 100C qualifies as confidential business information pursuant to 19 C.F.R. § 201.6 because such information is not available to the public; the disclosure of such information could cause substantial harm One World’s competitive position; and the disclosure of such information could impair the Commission’s ability to obtain information necessary to perform its statutory function.

Please contact me should you have any questions regarding this request.

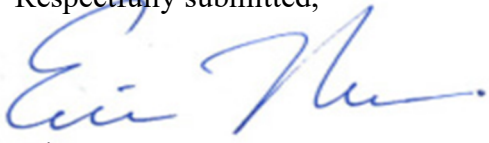
Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, NW
Washington, DC 20004
United States

T +1.202.739.3000
F +1.202.739.3001

The Honorable Lisa R. Barton
December 29, 2020
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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Eric Namrow". The signature is fluid and cursive, with a prominent initial "E" and a long, sweeping underline.

Eric Namrow
Counsel for Complainants
One World Technologies, Inc. and
Techtronic Power Tools Technology Ltd.

**UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.**

In the Matter of

**CERTAIN BATTERIES AND
PRODUCTS CONTAINING SAME**

Investigation No. 337-TA-_____

**COMPLAINANTS ONE WORLD TECHNOLOGIES, INC. AND
TECHTRONIC POWER TOOLS TECHNOLOGY LTD.'S
STATEMENT ON THE PUBLIC INTEREST**

Pursuant to Commission Rule 210.8(b), Complainants One World Technologies, Inc. and Techtronic Power Tools Technology Ltd.'s (collectively, "One World") respectfully submit this Statement on the Public Interest concerning the remedial orders it seeks against the proposed respondents identified below.

One World seeks a permanent general exclusion order excluding from entry into the U.S. certain batteries and products containing the same (the "Accused Products") that infringe one or more claims of United States Design Patent Nos. D579,868 (the "868 patent"), D580,353 (the "353 patent"), and D593,944 (the "944 patent") (collectively, the "Asserted Patents"). In the alternative, One World seeks a permanent limited exclusion order excluding infringing batteries and products containing the same that are imported by or on behalf of the following proposed respondents: Darui Development Limited, Dongguan Xinjitong Electronic Technology Co., Ltd., Shenzhen Laipaili Electronics Co., Ltd., Shenzhen Liancheng Weiye Industrial Co., Ltd., Shenzhen MingYang Creation Electronic Co., Ltd., Shenzhen Ollop Technology Co. Ltd., Shenzhen Rich Hao Yuan Energy Technology Co., Ltd., Shenzhen Runsensheng Trading Co., Ltd., Shenzhen Saen Trading Co., Ltd., Shenzhen Shengruixiang E-Commerce Co., Ltd.,

Shenzhen Tuo Yu Technology Co., Ltd., Shenzhen Uni-Sun Electronics Co., Ltd., and Shenzhen Vmartego Electronic Commerce Co., Ltd. (collectively, “Respondents”).

One World also seeks permanent cease and desist orders prohibiting the Respondents, their subsidiaries, related companies, and agents from engaging in the importation, sale for importation, sale after importation, offering for sale, marketing and/or advertising, distribution, use after importation, or transfer (except for export) within the U.S. of batteries and products containing the same that infringe one or more claims of the Asserted Patents.

The relief requested in this Investigation will have no meaningful adverse impact on the public health, safety, or welfare conditions in the U.S., competitive conditions in the U.S. economy, the production of like or directly competitive articles in the U.S., or on U.S. consumers. As such, there is no public interest ground that would preclude One World’s requested relief.

DISCUSSION

The remedial orders requested by One World serve, rather than harm, the public interest. The Commission has recognized a very strong public interest in protecting intellectual property rights. *See, e.g., Certain Baseband Processors Chips and Chipsets, Transmitter and Receiver (Radio) Chips, Power Control Chips, and Products Containing Same, Including Cellular Telephone Handsets*, Inv. No. 337-TA-543, Comm’n Op. at 136-37 (June 19, 2007) (“we must take into account the strong public interest in enforcing intellectual property rights.”). In the few instances where the Commission has found that requested remedial orders would harm the public interest enough to deny relief, “the exclusion order was denied because inadequate supply in the U.S. – by both patentee and domestic licensees – meant that an exclusion order would deprive

the public of products necessary for some important health or welfare need....” *Spanston, Inc v. U.S. Int’l Trade Comm’n*, 629 F.3d 1331, 1360 (Fed. Cir. 2010).

The remedial orders requested by One World do not raise “important health or welfare” concerns, for at least three reasons. First, the subject articles do not meet any important public health or welfare need. Second, One World and others already provide a sufficient supply of competitive articles in the U.S. Finally, One World itself could fill any void in the market that the requested remedial orders may create. Thus, the Commission’s strong interest in protecting One World’s intellectual property rights far outweighs any hypothetical adverse effect on the public.

I. How the Articles Subject to the Requested Remedial Orders are Used in the U.S.

The articles that are the subject of the requested remedial orders are rechargeable batteries intended for use with battery-powered products, including, but not limited to, the RYOBI™ 18V ONE+ SYSTEM® (the “RYOBI™ ONE+ SYSTEM®”). The RYOBI™ ONE+ SYSTEM® is an integrated suite of over 100 unique power tool products sold by One World under the RYOBI™ brand. Every power tool in the RYOBI™ ONE+ SYSTEM® relies on the 18V ONE+® battery platform, which is primarily comprised of cordless, 18-volt, lithium-ion rechargeable batteries. These 18V ONE+® batteries can be used with any of the power tools in the RYOBI™ ONE+ SYSTEM®. The articles that are subject to the requested remedial orders are intended as low-cost substitutes for genuine RYOBI™ ONE+® batteries.

II. Identification of any Public Health, Safety, or Welfare Concerns Relating to the Requested Remedial Orders

The requested remedial orders do not raise any public health, safety, or welfare concerns, and the requested remedial orders will not significantly impact the overall market for rechargeable batteries intended for use with battery-powered products in the U.S. Indeed, One

Worlds expects that the requested remedial orders will affirmatively benefit public health and safety by prohibiting the importation and sale of infringing batteries which do not meet the rigorous safety standards required of genuine RYOBI™ ONE+® batteries.

III. Identification of Like or Direct-Competitive Articles Made by Complainants, Its Licensees, and/or Third Parties That Could Replace the Subject Articles

One World manufactures genuine RYOBI™ ONE+® batteries that can replace each of the excluded subject articles—which are themselves unlicensed, low-cost replacements for genuine RYOBI™ ONE+® batteries. Operating under the RYOBI™ brand, One World is one of the world’s largest and most innovative manufacturers of indoor and outdoor power tools and other products. One World specializes in making affordable, pro-featured power tools and outdoor products, such as power drills, circular saws, and leaf blowers, for a wide variety of applications. The RYOBI™ brand’s reputation for innovation, quality, and value have made it the brand of choice for millions of U.S. homeowners, outdoor enthusiasts, and value-conscious contractors. One World can manufacture and distribute genuine ONE+® batteries in quantities sufficient to meet any demand, using its existing distribution networks. There are also numerous other companies (*e.g.*, Milwaukee Tool) which manufacture similar types of power tools, outdoor products, and batteries for those products, that would not be impacted by the requested relief, and that could replace the excluded subject articles. As a result, the requested remedial relief will not adversely impact the public interest.

IV. Identification of Whether the Complainant, Its Licensees, and/or Third Parties Have the Capacity to Replace the Volume of Articles Subject to the Requested Remedial Orders in a Commercially Reasonable Time in the U.S.

No public interest concerns exist when the market contains an adequate supply of competitive or substitute products for those subject to a remedial order. *See, e.g., Certain Lens-Fitted Film Packages*, Inv. No. 337-TA-406, Comm’n Op. at 18 (June 18, 1999). As stated

above, One World has the capacity to replace the volume of subject articles with like or similar articles with no delay in availability for consumers.

V. Statement of How the Requested Remedial Orders Would Impact U.S. Consumers

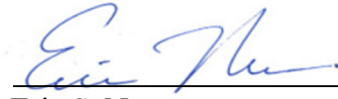
Consumers in the U.S. will not experience any adverse impact as a result of One World's requested remedial orders. One World and other third-party suppliers have the capacity to fill any void left by the exclusion of the Accused Products. Therefore, the requested remedial orders in this matter will not significantly impact U.S. consumers.

CONCLUSION

For all of the reasons set forth above, the public interest does not weigh against issuance of the requested relief in this Investigation.

Dated: December 29, 2020

Respectfully Submitted,



Eric S. Namrow
Riccardo S. Macchiaroli
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave, N.W.
Washington, D.C. 20004-2541
Telephone: (202) 739-3000
Facsimile: (202) 739-3001

Jason C. White
Scott D. Sherwin
MORGAN, LEWIS & BOCKIUS LLP
77 West Wacker Dr., 5th Floor
Chicago, IL 60601-5094
Telephone: (312) 324-1000
Facsimile: (312) 324-1001

*Counsel for Complainants
One World Technologies, Inc. and
Techtronic Power Tools Technology Ltd.*

UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

In the Matter of

**CERTAIN BATTERIES AND
PRODUCTS CONTAINING SAME**

Investigation No. 337-TA-_____

**COMPLAINT UNDER SECTION 337
OF THE TARIFF ACT OF 1930, AS AMENDED**

Complainants

One World Technologies, Inc.
100 Innovation Way
Anderson, South Carolina 29621
Telephone: (864) 226-6511

Techtronic Power Tools Technology Ltd.
Trident Chambers, P.O. Box 146
Road Town, Tortola, British Virgin Islands
Telephone: (864) 226-6511

Counsel for Complainant

Eric S. Namrow
Riccardo S. Macchiaroli
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2541
Telephone: (202) 739-3000
Facsimile: (202) 739-3001

Jason C. White
Scott D. Sherwin
MORGAN, LEWIS & BOCKIUS LLP
77 West Wacker Dr.
Chicago, IL 60601-5094
Telephone: (312) 324-1000
Facsimile: (312) 324-1001

Proposed Respondents

Darui Development Limited
No. 34, Jiancha South Lane
Xiaojiuya Street, Kuduer Town, Yakeshi,
Neimenggu, China

Dongguan Xinjitong Electronic Technology
Co., Ltd.
27 Xiangrong Road, Songmushan,
Dalang Town, Dongguan City
Guangdong, China

Shenzhen Laipaili Electronics Co., Ltd.
1113B Huiyi Caifu Centre, No. 9 Zhongxin
Road, Gaofeng Community, Dalang Street,
Longhua New District, Shenzhen China
Telephone: +86 186 1701 1496

Shenzhen Liancheng Weiye Industrial Co.,
Ltd.
Floor A152, Phase II, Fuqiao District, Xinhe
Community, Fuhai Street, Baoan District,
Shenzhen, China

Shenzhen MingYang Creation Electronic
Co., Ltd.
No. 4, 3F, Building 2, Huafeng Logistics
Industry Park, Dayang Road, Dayangtian,
Fuyong Street, Bao'an District,
Shenzhen, China

Telephone: +86 185 8825 6771

Shenzhen Ollop Technology Co. Ltd.
No. 555 Jihua Road, Bantian Street,
Tongji Building, Room 602,
Longgang District, Shenzhen, China
Telephone: +86 130 9380 246

Shenzhen Rich Hao Yuan Energy
Technology Co., Ltd.
Shenzhen Baoan District, Fuyong Street,
San Tin Industrial Village, Chicken
Industrial, All 31 Fuji Industrial Park,
Building B, C 2/F China
Telephone: +86 755 3351 5668

Shenzhen Runsensheng Trading Co., Ltd.
A-4/F, Shangtian Building No. 70,
Nanyuan Road, Futian District,
Shenzhen China
Telephone: +86 755 8367 9083

Shenzhen Saen Trading Co., Ltd.
No. A709 Guangfa Building, B804 Mabu
Community, Xixiang Street, Bao'an District,
Shenzhen, Guangdong, China 518100
Telephone: +86 755 3291 0182

Shenzhen Shengruixiang E-Commerce Co.,
Ltd.
302, Building 42, Chaoyang New Village,
Minzhi Street, Longhua New District,
Shenzhen, China
Telephone: +86 755 8471 7731

Shenzhen Tuo Yu Technology Co., Ltd.
407, Guohong Shopping Plaza, No. 98,
Meilong RD, Longhua ST, Longhua
District, Shenzhen, China
Telephone: +86 173 1603 8363

Shenzhen Uni-Sun Electronics Co., Ltd.
Building A, No. 43 Lan Er Road, Long Xin
Community, Longgang District, Shenzhen,
Guangdong, China
Telephone: +86 755 8484 7799

Shenzhen Vmartego Electronic Commerce
Co., Ltd.
Bantian Street, Xinghe World,
Shenzhen 818000, China

TABLE OF DOCUMENTARY EXHIBITS

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2	Darui Development Limited Online Storefront
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4	PRC Trademark Records for Powilling Mark
5	PRC Business Registration Record for Dongguan Xinjitong Electronic Technology Co., Ltd.
6	TESS Record for Energup [®] Trademark
7	TESS Record for Powilling [®] Trademark
8	TESS Record for Biswaye [®] Trademark
9	European Union Intellectual Property Office Record for Biswaye [®] Trademark
10	European Union Intellectual Property Office Record for energup [®] Trademark
11	PRC Business Registration Record for Shenzhen Laipaili Electronic Co., Ltd.
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14	TESS Record for Topbatt [®] Trademark
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29	TESS Record for jolege [®] Trademark
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33	Certified copy of U.S. Design Patent No. 580,353
34	Certified copy of the assignment records for U.S. Design Patent No. 580,353
35	Certified copy of U.S. Design Patent No. 593,944

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¹ Complainants are unable to submit Physical Exhibits due to the Commission’s restrictions on in-person filings in response to COVID-19. To the extent practical and necessary, Complainants will submit the Physical Exhibit when the Commission lifts the restrictions or provides alternative instructions.

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I. INTRODUCTION

1. This Complaint is filed by One World Technologies, Inc. (“One World”) and Techtronic Power Tools Technology Ltd. (“Techtronic Power Tools”) under Section 337 of the Tariff Act of 1930, as amended, 19 U.S.C. § 1337, based on the unlawful importation into the United States, sale for importation into the United States, and/or the sale within the United States after importation of certain battery packs (also referred to as a “battery” or “batteries”) by Darui Development Limited, Dongguan Xinjitong Electronic Technology Co., Ltd., Shenzhen Laipaili Electronics Co., Ltd., Shenzhen Liancheng Weiye Industrial Co., Ltd., Shenzhen MingYang Creation Electronic Co., Ltd., Shenzhen Ollop Technology Co. Ltd., Shenzhen Rich Hao Yuan Energy Technology Co., Ltd., Shenzhen Runsensheng Trading Co., Ltd., Shenzhen Saen Trading Co., Ltd., Shenzhen Shengruixiang E-Commerce Co., Ltd., Shenzhen Tuo Yu Technology Co., Ltd., Shenzhen Uni-Sun Electronics Co., Ltd., and Shenzhen Vmartego Electronic Commerce Co., Ltd. (collectively, “Respondents”).

2. One or more of Respondents’ battery packs infringe one or more of United States Design Patent Nos. D579,868 (“the ’868 patent”), D580,353 (“the ’353 patent”), and D593,944 (“the ’944 patent”) (collectively, the “Asserted Patents”).

3. Complainants seek as relief a general exclusion order barring from entry all infringing battery packs, regardless of source. In the alternative, Complainants seek a limited exclusion order barring from entry all infringing battery packs imported, by or on behalf of, each of the Respondents.

4. Complainants also seek as relief permanent cease and desist orders against Respondents prohibiting the importation, sale, offer for sale, advertising, solicitation, or transfer (other than for exportation) of any imported infringing battery packs.

5. Complainants also seek the imposition a bond upon importation of any infringing

battery packs during the Presidential review period.

II. THE PARTIES

A. Complainant One World Technologies, Inc.

6. One World is a Delaware corporation having its principal place of business at 100 Innovation Way, Anderson, South Carolina 29621.

7. Operating under the RYOBI™ brand, One World is one of the world's largest and most innovative manufacturers of indoor and outdoor power tools. One World specializes in making affordable, pro-featured power tools and outdoor products such as power drills, circular saws, and leaf blowers, for a wide variety of applications. The RYOBI™ brand's reputation for innovation, quality, and value have made it the brand of choice for millions of U.S. homeowners, outdoor enthusiasts, and value-conscious contractors. One World sells new RYOBI™ brand power tools and outdoor products exclusively through The Home Depot Inc. ("The Home Depot"). Reconditioned RYOBI™ brand products are sold through One World's factory outlet store, Direct Tools Factory Outlet, as well as third party Gardner, Inc. and its network of authorized RYOBI™ resellers.

8. RYOBI™ power tools and outdoor products come in two varieties: corded and cordless. The majority of One World's cordless power tool products are marketed as part of the RYOBI™ 18V ONE+® SYSTEM (the "RYOBI™ ONE+ SYSTEM®"). The RYOBI™ ONE+ SYSTEM® is an integrated suite of over 100 unique power tool products sold under the RYOBI™ brand. As with all RYOBI™ brand power tools, the RYOBI™ ONE+ SYSTEM® is offered for sale at The Home Depot, as well as through One World's factory outlet store, Direct Tools Factory Outlet, and the Gardner, Inc. network of authorized RYOBI™ resellers.

9. Every power tool in the RYOBI™ ONE+ SYSTEM® relies on the 18V ONE+® battery platform, which is primarily comprised of cordless, 18-volt, lithium-ion rechargeable

batteries. These 18V ONE+[®] batteries can be used with any of the power tools in the RYOBI[™] ONE+ SYSTEM[®]. For example, as shown in Figure 1 below, the same RYOBI[™] 18V ONE+[®] battery can be used with a RYOBI[™] Air Compressor, Screw Gun, and Bolt Cutter, or any other power tool in the RYOBI[™] ONE+ SYSTEM[®]. Like the power tools for which they are designed, genuine RYOBI[™] 18V ONE+[®] batteries are offered for sale at The Home Depot, as well as through One World's factory outlet store, Direct Tools Factory Outlet, and the Gardner, Inc. network of authorized resellers.



Figure 1

B. Complainant Techtronic Power Tools Technology Ltd.

10. Techtronic Power Tools, formerly known as Eastway Fair Company Limited, is a corporation organized under the laws of the British Virgin Islands, having its principal place of

business at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands.

11. Techtronic Power Tools is a holding company for certain intellectual property rights, including the Asserted Patents, which are used by, and for the benefit of, entities belonging to the Techtronic Industries Company Limited family of companies, including Complainant One World.

C. Proposed Respondents

12. On information and belief, Respondents include manufacturers, distributors, retailers, and other companies and/or natural persons that import, sell for importation, and/or sell within the United States after importation certain batteries that infringe one or more of the Asserted Patents, as summarized below:

Respondent	Associated Brand/Trademark	D579,868	D580,353	D593,944
Darui Development Limited	Topbatt	X	X	X
Dongguan Xinjitong Electronic Technology Co., Ltd.	energup	X	X	X
	Powilling	X	X	X
Shenzhen Laipaili Electronics Co., Ltd.	energup	X	X	X
Shenzhen Liancheng Weiye Industrial Co., Ltd.	Boetpcr	X	X	X
	Reoben	X	X	X
	Topbatt	X	X	X
Shenzhen MingYang Creation Electronic Co., Ltd.	Biswaye	X	X	X
	Lasica	X	X	X
Shenzhen Ollop Technology Co. Ltd.	jolege	X	X	X

Respondent	Associated Brand/Trademark	D579,868	D580,353	D593,944
Shenzhen Rich Hao Yuan Energy Technology Co., Ltd.	Fhybat	X		X
	Topbatt	X	X	X
Shenzhen Runsensheng Trading Co., Ltd.	Enegitech	X	X	X
Shenzhen Saen Trading Co., Ltd.	SUN POWER	X		X
Shenzhen Shengruixiang E-Commerce Co., Ltd.	FUZADEL	X	X	X
Shenzhen Tuo Yu Technology Co., Ltd.	Enermall	X	X	X
Shenzhen Uni-Sun Electronics Co., Ltd.	jolege	X	X	X
Shenzhen Vmartego Electronic Commerce Co., Ltd.	Enegitech	X	X	X

1. Darui Development Limited / Topbatt®

13. On information and belief, Darui Development Limited (“Darui Development”) is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at No. 34, Jiancha South Lane, Xiaojiuya Street, Kuduer Town, Yakeshi, Neimenggu, China. *See* Exhibit 1.

14. On information and belief, Darui Development is engaged in the “design and manufacture . . . of batteries for power tools,” including cordless, 18-volt, lithium-ion rechargeable batteries bearing the United States Trademark Topbatt®. *See* Exhibit 2.

15. As set forth below, certain Topbatt® batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair

acts are conducted by or on behalf of at least Darui Development.

2. Dongguan Xinjitong Electronic Technology Co., Ltd. / energup[®] / Powilling[®]

16. According to the China Intellectual Property Administration (“CIPA”) records, Dongguan Xinjitong Electronic Technology Co., Ltd. (“Dongguan Electronic”) is the owner of the trademark energup[®] in China. *See* Exhibit 3. Dongguan Electronic is also the owner of the trademark Powilling[®] in China. *See* Exhibit 4.

17. On information and belief, Dongguan Electronic is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at 27 Xiangrong Road, Songmushan, Dalang Town, Dongguan City, Guangdong Province, China. *See* Exhibit 5. On information and belief, the Mandarin-language name for Dongguan Electronic is 东莞市芯技通电子科技有限公司.

18. The energup[®] and Powilling[®] trademarks have also been registered in the United States. Specifically, third party Mr. Xiaoling Yu is identified in Trademark Electronic Search System (“TESS”) records as the registrant and/or owner of the United States Trademark energup[®]. *See* Exhibit 6. Mr. Yu is further identified the registrant and/or owner of the United States Trademark Powilling[®]. *See* Exhibit 7. On information and belief, Mr. Yu is a shareholder in respondent Dongguan Electronic. *See* Exhibit 5. On information and belief, Mr. Yu is also a shareholder of respondent Shenzhen Laipaili Electronics Co., Ltd. (*see* Exhibit 11) which, as discussed below, owns the European Trademark energup[®].

19. As set forth below, certain energup[®] and Powilling[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief,

these unfair acts are conducted by or on behalf of at least Dongguan Electric.

3. Shenzhen Laipaili Electronics Co., Ltd. / energup[®]

20. According to European Union Intellectual Property Office Records, Shenzhen Laipaili Electronics Co., Ltd. (“Shenzhen Laipaili”) is the registrant and/or owner of the European Trademark energup[®]. *See* Exhibit 10.

21. On information and belief, Shenzhen Laipaili is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at 1113B, Huiyi Caifu Center, No. 9, Zhongxin Road, Gaofeng Community, Dalang Street, Longhua New District, Shenzhen China. *See* Exhibit 11. On information and belief, the Mandarin-language name for Shenzhen Laipaili is 深圳市莱派利电子有限公司.

22. As set forth below, certain energup[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of at least Shenzhen Laipaili, either individually, or in association with respondent Dongguan Electronic.

4. Shenzhen Liancheng Weiye Industrial Co., Ltd. / Boetpcr[®] / Reoben[®] / Topbatt[®]

23. According to CIPA records, Shenzhen Liancheng Weiye Industrial Co., Ltd. (“Shenzhen Industrial”) is the owner of the trademark Boetpcr[®] in China. *See* Exhibit 12. Shenzhen Industrial is also the owner of the trademark Reoben[®] in China. *See* Exhibit 13. Furthermore, according to TESS records, Shenzhen Industrial is also the owner, by assignment, of the United States Trademark Topbatt[®].² *See* Exhibit 14.

² The Topbatt[®] trademark is assigned to “Shenzhen City Lianchengweiye Industrial Co., Ltd.” On information and belief, this is the same entity as Respondent Shenzhen Industrial.

24. On information and belief, the principal place of business for Shenzhen Industrial is Floor A152, Phase II, Fuqiao District, Xinhe Community, Fuhai Street, Baoan District, Shenzhen. *See* Exhibit 15. On information and belief, the Mandarin-language name for Shenzhen Industrial is 深圳市联诚伟业实业有限公司.

25. The Boetpcr[®] trademark has also been registered in the United States. Specifically, third party Mr. Yongxin Zhang is identified in TESS records as the registrant and/or owner of the United States Trademark Boetpcr[®]. *See* Exhibit 16. The relationship, if any, between Mr. Zhang and Shenzhen Industrial is unknown.

26. The Reoben[®] trademark has also been registered in the United States. Specifically, third party Mr. Guoli Zhang is identified in TESS records as the registrant and/or owner of the United States Trademark Reoben[®]. *See* Exhibit 17. On information and belief, Mr. Zhang is a shareholder in, and general manager of, respondent Shenzhen Industrial. *See* Exhibit 15.

27. As set forth below, certain Boetpcr[®], Reoben[®], and Topbatt[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of at least Shenzhen Industrial, either individually or, with respect to products bearing the Topbatt[®] trademark, in association with respondents Darui Development and/or Shenzhen Rich Hao Yuan Energy Technology Co., Ltd.

5. Shenzhen MingYang Creation Electronic Co., Ltd. / Lasica[®] / Biswaye[®]

28. According to TESS records, Shenzhen MingYang Creation Electronic Co., Ltd. (“Shenzhen MingYang”) is the registrant and/or owner of the United States Trademark Lasica[®].

See Exhibit 18.

29. According to European Union Intellectual Property Office Records, Shenzhen MingYang is also the registrant and/or owner of the European Trademark Biswaye[®]. See Exhibit 9.

30. On information and belief, Shenzhen MingYang is a corporation existing under the laws of the People's Republic of China, with its principal place of business at No. 4, 3F, Building 2, Huafeng Logistics Industry Park, Dayang Road, Dayangtian, Fuyong Street, Bao'an District, Shenzhen China. *Id.* On information and belief, the Mandarin-language name for Shenzhen MingYang is 深圳市明杨创新电子有限公司.

31. The Biswaye[®] trademark has also been registered in the United States. Specifically, third party Mr. Juan Li is identified in TESS records as the registrant and/or owner of the United States Trademark Biswaye[®]. See Exhibit 8. The relationship, if any, between Mr. Li and Shenzhen MingYang is unknown.

32. As set forth below, certain Lasica[®] and Biswaye[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of Shenzhen MingYang.

6. Shenzhen Ollop Technology Co. Ltd. / jolege[®]

33. On information and belief, Shenzhen Ollop Technology Co. Ltd. ("Shenzhen Ollop") manufactures batteries, including cordless, 18-volt, lithium-ion rechargeable batteries bearing the jolege[®] mark. See Exhibit 19.

34. On information and belief, Shenzhen Ollop is a corporation existing under the laws of the People's Republic of China, with its principal place of business at No. 555 Jihua

Road, Bantian Street, Tongji Building, Room 602, Longgang District, Shenzhen, China. *See* Exhibit 20 (last visited February 17, 2019; website no longer accessible). On information and belief, the Mandarin-language name for Shenzhen Ollop is 深圳市奥朗普科技有限公司.

35. As set forth below, certain jolege[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of at least Shenzhen Ollop, either individually, or in association with respondent Shenzhen Uni-Sun Electronics Co., Ltd.

7. Shenzhen Rich Hao Yuan Energy Technology Co., Ltd. / Fhybat[®] / Topbatt[®]

36. According to TESS records, Shenzhen Rich Hao Yuan Energy Technology Co., Ltd. (“Shenzhen Rich Hao”) is the registrant and/or owner of the United States Trademark Fhybat[®]. *See* Exhibit 21. Shenzhen Rich Hao is also the registrant of the United States Trademark Topbatt[®]. *See* Exhibit 14.

37. On information and belief, Shenzhen Rich Hao is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at Shenzhen Baoan District, Fuyong Street, San Tin Industrial Village, Chicken Industrial, All 31 Fuji Industrial Park, Building B, C 2/F China. *Id.* On information and belief, the Mandarin-language name for Shenzhen Rich Hao is 深圳市富浩源能源科技有限公司.

38. In the alternative, according to the “Contact Us” page of the Shenzhen Rich Hao website, Shenzhen Rich Hao has its principal place of business at A17 building, Fuqiao 3rd Industrial Area, Fuyong Town, Baoan District, Shenzhen, Guangdong, China. *See* Exhibit 22.

39. As set forth below, certain Fhybat[®] and Topbatt[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the

United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of at least Shenzhen Rich Hao, either individually or, with respect to products bearing the Topbatt[®] trademark, in association with respondents Darui Development and/or Shenzhen Industrial.

8. Shenzhen Runsensheng Trading Co., Ltd. / Enegitech[®]

40. According to TESS records, Shenzhen Runsensheng Trading Co., Ltd. (“Shenzhen Trading”) is the registrant of the United States Trademark Enegitech[®]. *See* Exhibit 23.

41. On information and belief, Shenzhen Trading is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at A-4/F, Shangtian Building No. 70, Nanyuan Road, Futian District, Shenzhen China. *Id.* On information and belief, the Mandarin-language name for Shenzhen Trading is 深圳市润森盛商贸有限公司.

42. In the alternative, according to the Shenzhen Trading website, Shenzhen Trading has its principal place of business at 2505, Building World, Xinghe, No.1, Yabao Road, Bantian Sub-District, Longgang District, Shenzhen. *See* Exhibit 24.

43. As set forth below, certain Enegitech[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of Shenzhen Trading, either individually, or in association with respondent Shenzhen Vmartego Electronic Commerce Co., Ltd.³

³ The Enegitech[®] trademark is assigned to Proposed Respondent Shenzhen Vmartego Electronic Commerce Co., Ltd. *See* ¶ 56, *infra*.

9. Shenzhen Saen Trading Co., Ltd. / SUN POWER

44. On information and belief, Shenzhen Saen Trading Co., Ltd. (“Shenzhen Saen”) manufactures and sells batteries, including cordless, 18-volt, lithium-ion rechargeable batteries under the SUN POWER brand.⁴ *See* Exhibit 26.

45. On information and belief, Shenzhen Saen is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at No. A709 Guangfa Building B804 Mabu Community Xixiang Street Bao’an District Shenzhen Guangdong China 518100. *Id.* On information and belief, the Mandarin-language name for Shenzhen Saen is 深圳市萨恩商贸有限公司.

46. As set forth below, certain SUN POWER batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of Shenzhen Saen.

10. Shenzhen Shengruixiang E-Commerce Co., Ltd. / FUZADEL[®]

47. According to TESS records, Shenzhen Shengruixiang E-Commerce Co., Ltd. (“Shenzhen E-Commerce”) is the registrant and/or owner of the United States Trademark FUZADEL[®]. *See* Exhibit 27.

48. On information and belief, Shenzhen E-Commerce is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at 302, Building 42, Chaoyang New Village, Minzhi Street, Longhua New District, Shenzhen, China. *Id.* On information and belief, the Mandarin-language name for Shenzhen E-Commerce is 深圳市晟瑞

⁴ On information and belief, Shenzhen Saen was applicant and/or owner of the United States Trademark SUN POWER until it was abandoned on March 13, 2019. *See* Exhibit 25.

祥电子贸易有限公司.

49. As set forth below, certain FUZADEL[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of Shenzhen E-Commerce.

11. Shenzhen Tuo Yu Technology Co., Ltd. / Enermall[®]

50. According to TESS records, Shenzhen Tuo Yu Technology Co., Ltd. (“Shenzhen Tuo Yu”) is the registrant and/or owner of the United States Trademark Enermall[®]. *See* Exhibit 28.

51. On information and belief, Shenzhen Tuo Yu is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at 407, Guohong Shopping Plaza, No. 98, Meilong Road, Longhua Street, Longhua District, Shenzhen, China. *Id.* On information and belief, the Mandarin-language name for Shenzhen Tuo Yu is 深圳市拓裕科技有限公司.

52. As set forth below, certain Enermall[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of Shenzhen Tuo Yu.

12. Shenzhen Uni-Sun Electronics Co., Ltd. / jolege[®]

53. According to TESS records, Shenzhen Uni-Sun Electronics Co., Ltd. (“Shenzhen Uni-Sun”) is the registrant and/or owner of the United States Trademark jolege[®]. *See* Exhibit 29.

54. On information and belief, Shenzhen Uni-Sun is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at Building A, No. 43

Lan Er Road, Long Xin Community, Longgang District, Shenzhen, Guangdong, China. *Id.* On information and belief, the Mandarin-language name for Shenzhen Uni-Sun is 深圳市联昶电子有限公司.

55. As set forth below, certain jolege[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair acts are conducted by or on behalf of at least Shenzhen Uni-Sun, either individually, or in association with respondent Shenzhen Ollop.

13. Shenzhen Vmartego Electronic Commerce Co., Ltd. / Enegitech[®]

56. According to TESS records, Shenzhen Vmartego Electronic Commerce Co., Ltd. (“Shenzhen Vmartego”) is the owner, by assignment, of the United States Trademark Enegitech[®]. *See* Exhibit 23.

57. On information and belief, Shenzhen Vmartego is a corporation existing under the laws of the People’s Republic of China, with its principal place of business at 1901, No. 15-1, Haitian Road, Block A, Excellent Times Square, N23, Haiwang Community, Xin’an Street, Bao’an District, Shenzhen.⁵ *See* Exhibit 30. On information and belief, the Mandarin-language name for Shenzhen Vmartego is 深圳市微玛易购电子商务有限公司.

58. As set forth below, certain Enegitech[®] batteries that infringe one or more of the Asserted Patents are imported into the United States, sold for importation into the United States, and/or sold within the United States after importation. On information and belief, these unfair

⁵ On information and belief, based on their Unified Social Credit Code, respondent Shenzhen Vmartego and Shenzhen Weima Tesco E-Commerce Co., Ltd. are the same entity.

acts are conducted by or on behalf of Shenzhen Vmartego either individually, or in association with respondent Shenzhen Trading.

III. THE TECHNOLOGY AND PRODUCTS AT ISSUE

59. Pursuant to 19 C.F.R. § 210.12(a)(12), Complainants' clear statement in plain English of the category of products accused is as follows: the products at issue are rechargeable battery packs intended for use with battery-powered products.

60. On information and belief, the accused battery packs are engineered, by or on behalf of Respondents, to embody the specific visual battery pack housing designs which infringe the Asserted Patents. The accused battery packs are imported into the United States after manufacture abroad and are in turn sold to consumers for use with power tools in the RYOBI™ ONE+ SYSTEM®.

IV. THE ASSERTED PATENTS

61. As shown below, the Asserted Patents protect the ornamental features of Complainants' battery pack designs, including the design of the battery pack housing.⁶

A. U.S. Design Patent No. D579,868

62. United States Design Patent No. D579,868, entitled "Battery," issued to Ryan Harrison on November 4, 2008. The '868 patent issued from U.S. Design Patent Application Serial No. 29/305,871, filed on March 28, 2008. The '868 patent has one (1) claim. A certified copy of the '868 patent is attached to the Complaint as Exhibit 31. The '868 patent expires on November 4, 2022.

⁶ Any general descriptions of the patented technologies and figures are not intended and should not be understood to limit the scope of the Asserted Patents.

63. The '868 patent claims an ornamental design for a battery, as shown and described in the figures of the patent:

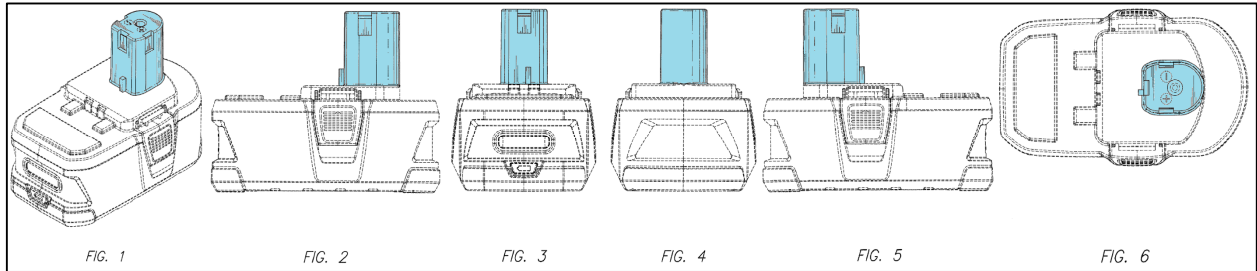


Figure 2

64. Techtronic Power Tools owns by assignment the entire right, title, and interest in and to each of the Asserted Patents. Pursuant to Commission Rule 210.12(a)(9)(ii), certified copies of the assignment record for '868 patent is attached as Exhibit 32.

65. Pursuant to Commission Rule 210.12(c)(1), Complainants have filed with this Complaint certified copies of the prosecution history of the '868 patent as Appendix A. In addition, pursuant to Commission Rule 210.12(c)(2), Complainants have filed with this Complaint four copies of each patent and applicable pages of each technical reference mentioned in the prosecution history of the '868 patent as Appendix B.

B. U.S. Design Patent No. D580,353

66. United States Design Patent No. D580,353, entitled "Battery," issued to Ryan Harrison and David M. Smith on November 11, 2008. The '353 patent issued from U.S. Design Patent Application Serial No. 29/305,870, filed on March 28, 2008. The '353 patent has one (1) claim. A certified copy of the '353 patent is attached to the Complaint as Exhibit 33. The '353 patent expires on November 11, 2022.

67. The '353 patent claims an ornamental design for a battery, as shown and described in the figures of the patent:

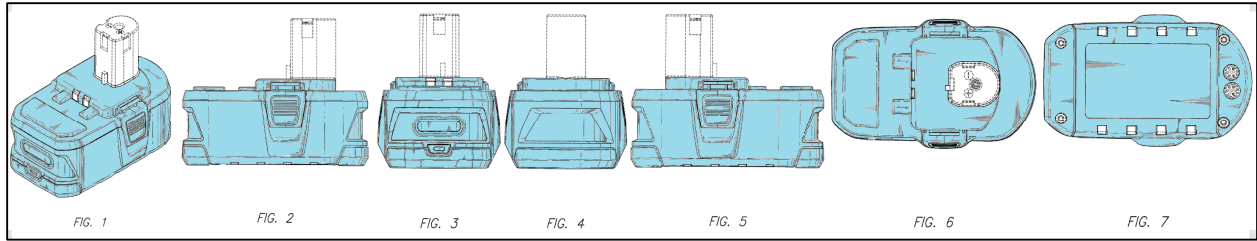


Figure 3

68. Techtronic Power Tools owns by assignment the entire right, title, and interest in and to each of the Asserted Patents. Pursuant to Commission Rule 210.12(a)(9)(ii), certified copies of the assignment record for '353 patent is attached as Exhibit 34.

69. Pursuant to Commission Rule 210.12(c)(1), Complainants have filed with this Complaint certified copies of the prosecution history of the '353 patent as Appendix C. In addition, pursuant to Commission Rule 210.12(c)(2), Complainants have filed with this Complaint four copies of each patent and applicable pages of each technical reference mentioned in the prosecution history of the '353 patent as Appendix D.

C. U.S. Design Patent No. D593,944

70. United States Design Patent No. D593,944, entitled "Battery," issued to David M. Smith on June 9, 2009. The '944 patent issued from U.S. Design Patent Application Serial No. 29/327,698, filed on November 11, 2008. The '944 patent has one (1) claim. A certified copy of the '944 patent is attached to the Complaint as Exhibit 35. The '944 patent expires on June 9, 2023.

71. The '944 patent claims an ornamental design for a battery, as shown and described in the figures of the patent:

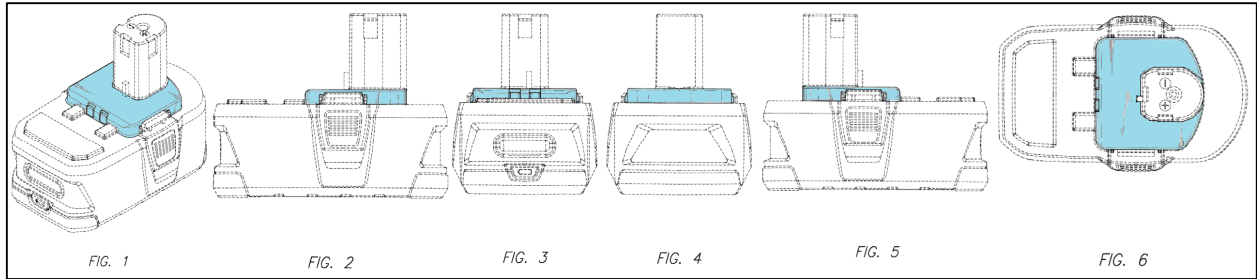


Figure 4

72. Techtronic Power Tools owns by assignment the entire right, title, and interest in and to each of the Asserted Patents. Pursuant to Commission Rule 210.12(a)(9)(ii), certified copies of the assignment record for '944 patent is attached as Exhibit 36.

73. Pursuant to Commission Rule 210.12(c)(1), Complainants have filed with this Complaint certified copies of the prosecution history of the '944 patent as Appendix E. In addition, pursuant to Commission Rule 210.12(c)(2), Complainants have filed with this Complaint four copies of each patent and applicable pages of each technical reference mentioned in the prosecution history of the '944 patent as Appendix F.

D. Foreign Counterparts

74. Pursuant to 19 C.F.R. § 210.12(a)(9)(v), Complainants state that they are not aware of any foreign patents or patent applications (including any that have been denied, abandoned or withdrawn) corresponding to the '868 patent.

75. With respect to the '353 patent, Techtronic Power Tools states that it has a granted and extant Canadian design patent, CA127,953 corresponding to the '353 patent. Complainants are not aware of any additional foreign patents or patent applications (including any that have been denied, abandoned or withdrawn) corresponding to the '353 patent.

76. With respect to the '944 patent, other than being a continuation of the '353 patent, and related to CA127,953 (*see above*), Complainants state that they are not aware of any foreign patents or patent applications (including any that have been denied, abandoned or withdrawn)

corresponding to the '944 patent.

E. Licensees

77. Techtronic Power Tools has not licensed any of the Asserted Patents.

V. UNLAWFUL AND UNFAIR ACTS OF THE PROPOSED RESPONDENTS

78. Respondents have engaged in unlawful and unfair acts including the sale for importation into the United States, the importation into the United States, and/or the sale within the United States after importation of accused battery packs that infringe one or more of the Asserted Patents. The table in Paragraph 12, *supra*, identifies which Respondents infringes each of the Asserted Patents.

79. Each of the Respondents' products directly infringe one or more of the Asserted Patents because, in the eye of an ordinary observer and giving such attention as a purchaser usually gives, the designs of the Respondent's battery packs are substantially the same as the design embodied and claimed in the Asserted Patents, such that an ordinary observer would be deceived into believing that Respondents' designs are the same as the designs embodied and claimed in the Asserted Patents. For example:

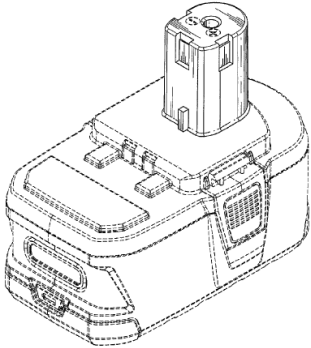


'868 Patent Figure 1	Representative RYOBI™ Battery	Infringing Jolege® Battery
 <p data-bbox="370 1787 440 1814">FIG. 1</p>		

Figure 5

80. On information and belief, the opportunity for additional discovery will likely result in the identification of additional battery packs which infringe one or more of the Asserted Patents, as well as additional manufacturers, importers, distributors, and retailers of such infringing batteries.

A. Patent Infringement by Darui Development / Topbatt®

81. On information and belief, Darui Development, either individually, or in association with Respondents Shenzhen Rich Hao and/or Shenzhen Industrial, imports into the United States, sells for importation, and/or sells within the United States after importation at least the “18V 6.0Ah Battery for Ryobi Lithium Ion ONE+ Plus P102 P103 P104 P105 P107 P108 P109 P122 Cordless Power Tools” (the “Topbatt Battery”). See ¶¶ 117-119, *infra*.

82. Claim charts demonstrating that the Topbatt® Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 37.

B. Patent Infringement by Dongguan Electronic / energup® / Powilling®

83. On information and belief, Dongguan Electronic, either individually, or in association with Respondent Shenzhen Laipaili, imports into the United States, sells for importation, and/or sells within the United States after importation at least the “Energup P108 4000mAh Ryobi 18V Lithium Battery Pack Replacement for Ryobi 18-Volt ONE+ P104 P105 P102 P103 P107 Tool” (the “Energup Battery”). See ¶¶ 120-122, *infra*.

84. On information and belief, Dongguan Electronic imports into the United States, sells for importation, and/or sells within the United States after importation at least the “Powilling 2Pack 5.0Ah 18V Replacement Battery for Ryobi 18V Lithium Battery P102 P103 P105 P107 P108 P109 Ryobi ONE+ Cordless Tool” (the “Powilling Battery”). See ¶ 123, *infra*.

85. Claim charts demonstrating that the Energup Battery and Powilling Battery literally infringe each of the Asserted Patents are attached hereto as Exhibits 38 and 39,

respectively.

C. Patent Infringement by Shenzhen Industrial / Boetpcr[®] / Reoben[®] / Topbatt[®]

86. On information and belief, Shenzhen Industrial imports into the United States, sells for importation, and/or sells within the United States after importation at least the “Boetpcr P108 Replacement for Ryobi 18V Lithium Battery 4.0Ah One Plus P122 P102 P103 P104 P105 P107 P109 Cordless Power Tools 2Pack” (the “Boetpcr Battery”). See ¶¶ 125-126, *infra*.

87. Claim charts demonstrating that the Boetpcr Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 40.

88. On information and belief, Shenzhen Industrial also imports into the United States, sells for importation, and/or sells within the United States after importation at least the “2 Pack 4.0Ah P108 Replacement for Ryobi 18V Battery Lithium One+ Plus P100 P102 P103 P104 P105 P107 Crodless [*sic*] Power Tools” (the “Reoben Battery”). See ¶ 127, *infra*.

89. A claim chart demonstrating that the Reoben Battery literally infringes each of the Asserted Patents is attached hereto as Exhibit 41.

90. On information and belief, Shenzhen Industrial, either individually, or in association with Respondents Darui Development and/or Shenzhen Rich Hao, imports into the United States, sells for importation, and/or sells within the United States after importation at least the Topbatt Battery. See ¶ 124, *infra*.

91. Claim charts demonstrating that the Topbatt Battery literally infringes each of the Asserted Patents is attached hereto as Exhibits 37.

D. Patent Infringement by Shenzhen Laipaili / Energup[®]

92. On information and belief, Shenzhen Laipaili, either individually, or in association with Respondent Dongguan Electronic, imports into the United States, sells for importation, and/or sells within the United States after importation at least the Energup Battery.

See ¶ 128, *infra*.

93. Claim charts demonstrating that the Energup Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 38.

E. Patent Infringement by Shenzhen MingYang / Lasica® / Biswaye®

94. On information and belief, Shenzhen MingYang imports into the United States, sells for importation, and/or sells within the United States after importation at least the “Lasica Lithium 18V Battery 4.0Ah for All Ryobi 18-Volt Battery P108 P103 P102 P104 P105 P107 P109 P122 P206 with On-board Fuel Gauge (4.0Ah 1 Pack) High Capacity” (the “Lasica Battery”). See ¶¶ 129-131, *infra*.

95. Claim charts demonstrating that the Lasica Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 42.

96. On information and belief, Shenzhen MingYang, either individually, or in association with third party Mr. Juan Li, imports into the United States, sells for importation, and/or sells within the United States after importation at least the “Biswaye P108 18V 5000mAh Lithium Ion Rechargeable Replacement Battery for Ryobi ONE+ Cordless Power Tool P102 P103 P104 P105 P107 P108 P109 P100” (the “Biswaye Battery”). See ¶ 132, *infra*.

97. Claim charts demonstrating that the Biswaye Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 43.

F. Patent Infringement by Shenzhen Ollop Technology Co Ltd. / jolege®

98. On information and belief, Shenzhen Ollop, either individually, or in association with respondent Shenzhen Uni-Sun, imports into the United States, sells for importation, and/or sells within the United States after importation at least the “jolege Ryobi P108 18V 4.0Ah Lithium Battery Replacement for Ryobi P108 One Plus P104 P105 P102 P103 P107 P109 P122 P206 P507 BPL-1815 BPL-1820G BPL18151 18-Volt Ryobi Cordless Power Tools (2 Pack)”

(the “Jolege Battery”). *See* ¶¶ 133-135, *infra*.

99. Claim charts demonstrating that the Jolege Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 44.

G. Patent Infringement by Shenzhen Rich Hao / Fhybat[®] / Topbatt[®]

100. On information and belief, Shenzhen Rich Hao imports into the United States, sells for importation, and/or sells within the United States after importation at least the “Fhybat for Ryobi 18v Battery Replacement ONE+ P100 P104 P105 P110 130224007 High Capacity Cordless Power Tools 18 Volt Batteries 2 Packs” (the “Fhybat Battery”). *See* ¶¶ 136-138, *infra*.

101. On information and belief, Shenzhen Rich Hao, either individually, or in association with Respondents Darui Development and/or Shenzhen Industrial, imports into the United States, sells for importation, and/or sells within the United States after importation at least the Topbatt[®] Battery. *See* ¶ 136, *infra*.

102. Claim charts demonstrating that the Fhybat Battery literally infringes at least the ’868 and ’944 patents are attached hereto as Exhibit 45. Claim charts demonstrating that the Topbatt Battery literally infringes each of the Asserted Patents is attached hereto as Exhibit 37.

H. Patent Infringement by Shenzhen Trading / Enegitech[®]

103. On information and belief, Shenzhen Trading, either individually, or in association with respondent Shenzhen Vmartego, imports into the United States, sells for importation, and/or sells within the United States after importation at least the “Enegitech 18V P108 Lithium ion Battery Replacement 4000mAh for Ryobi One Plus P108 P109 P122 P102 P103 P104 P105 P107 Cordless Power Tools” (the “Enegitech Battery”). *See* ¶¶ 139-141, *infra*.

104. Claim charts demonstrating that the Enegitech Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 46.

I. Patent Infringement by Shenzhen Saen / SUN POWER

105. On information and belief, Shenzhen Saen imports into the United States, sells for importation, and/or sells within the United States after importation at least the “SUN POWER 2500mAh for Ryobi 18v One Plus Lithium Ion Battery P102 P103 P105 P107 P108 P109 Compact ONE+ Cordless Tool (2-Pack)” (the “SUN POWER Battery”). See ¶¶ 142-143, *infra*.

106. Claim charts demonstrating that the SUN POWER Battery literally infringes at least the '868 and '944 patents are attached hereto as Exhibit 47.

J. Patent Infringement by Shenzhen E-Commerce / FUZADEL®

107. On information and belief, Shenzhen E-Commerce imports into the United States, sells for importation, and/or sells within the United States after importation at least the “FUZADEL 4.0Ah Battery Replacement for Ryobi 18v One Plus Lithium-Ion Battery P122 P105 P102 P107 P108 P103” (the “FUZADEL Battery”). See ¶¶ 144-146, *infra*.

108. Claim charts demonstrating that the FUZADEL Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 48.

K. Patent Infringement by Shenzhen Tuo Yu / Enermall®

109. On information and belief, Shenzhen Tuo Yu imports into the United States, sells for importation, and/or sells within the United States after importation at least the “5.0Ah for Ryobi 18V Lithium Battery P108 ONE+ P104 P105 P103 P107 P109 Cordless Power Tools Battery ENERMALL” (the “Enermall Battery”). See ¶¶ 147-149, *infra*.

110. Claim charts demonstrating that the Enermall Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 49.

L. Patent Infringement by Shenzhen Uni-Sun / jolege®

111. On information and belief, Shenzhen Uni-Sun, either individually, or in association with respondent Shenzhen Ollop, imports into the United States, sells for

importation, and/or sells within the United States after importation at least the Jolege Battery. See ¶ 150, *infra*.

112. A claim chart demonstrating that the Jolege Battery literally infringes the '868 patent is attached hereto as Exhibit 44.

M. Patent Infringement by Shenzhen Vmartego / Enegitech®

113. On information and belief, Shenzhen Vmartego, either individually, or in association with Respondent Shenzhen Trading, imports into the United States, sells for importation, and/or sells within the United States after importation at least the Enegitech® Battery. See ¶ 151, *infra*.

114. Claim charts demonstrating that the Enegitech® Battery literally infringes each of the Asserted Patents are attached hereto as Exhibit 46.

VI. SPECIFIC ACTS OF UNFAIR IMPORTATION AND SALE

115. On information and belief, Respondents will continue importing, selling for importation, and/or selling within the United States after importation batteries that infringe one or more of the Asserted Patents, in violation of Section 337.

116. Complainants have obtained, in the United States, representative samples of at least one infringing battery from each Respondent. Specific instances of importation, sale for importation, and/or sale within the United States after importation of infringing batteries by Respondents are summarized below.

A. Importation and Sale by Darui Development / Topbatt®

117. Batteries which infringe one or more of the Asserted Patents, such as the Topbatt Battery, are imported, sold for importation, and/or sold within the United States after importation by, on behalf of, Darui Development, either individually, or in association with Shenzhen Industrial, and/or Shenzhen Rich Hao.

118. As set forth above, Shenzhen Industrial is the owner, by assignment, of the United States Trademark Topbatt® (see ¶ 23, *supra*), which was registered by Shenzhen Rich Hao (see ¶ 36, *supra*).

119. On January 22, 2019, the Topbatt Battery was purchased on the “Darui Development” storefront on a third party e-commerce website. The Darui Development storefront states, *inter alia*, that Darui Development is “engaged in design and manufacture varieties [*sic*] of batteries for Power Tool with good quality and competitive price.” See Exhibit 50. The Topbatt Battery was described as a “18V 6.0Ah Battery for Ryobi Lithium Ion ONE+ Plus P102 P103 P104 P105 P107 P108 P109 P122 Cordless Power Tools,” as shown in the Internet screenshot attached as Exhibit 51. The battery was received in the United States on January 23, 2019, and is clearly labeled “Made in China.” See Exhibit 52. The same and/or similar infringing Topbatt-branded battery packs are being sold through at least the Darui Development storefront as of the filing of this Complaint. See Exhibit 53.

B. Importation and Sale by Dongguan Electronic / energup® / Powilling®

120. Batteries which infringe one or more of the Asserted Patents, such as the Energup and Powilling Batteries, are imported, sold for importation, and/or sold within the United States after importation by, or on behalf of, Dongguan Electronic, either individually, or, with respect to the Energup Battery, in association with Shenzhen Laipaili.

121. As set forth above, Dongguan Electronic is the owner of the trademark energup® in China, and third party Xiaoling Yu, a shareholder in Dongguan Electronic, is the registrant and/or owner of the United States Trademark energup®. See ¶ 16, *supra*. Dongguan Electronic is also the owner of the trademark Powilling® in China. *Id.* Shenzhen Laipaili is the registrant and/or owner of the European Trademark energup®. See ¶ 20, *supra*.

122. On July 20, 2018, the Energup Battery was purchased from the “Energup”

storefront on a third party e-commerce website. The Energup storefront prominently features the energup[®] mark and provides a “customer service” email address with a .CN (*i.e.* China) country-code top-level domain. *See* Exhibit 54. The Energup storefront further states “Energup is a reputed professional manufacturer of high quality power tool batteries and battery-related accessories.” *Id.* The Energup Battery was described as an “Energup P108 4000mAh Ryobi 18V Lithium Battery Pack Replacement for Ryobi 18-Volt ONE+ P104 P105 P102 P103 P107 Tool,” as shown in the Internet screenshot attached as Exhibit 55. The Energup Battery was received in the United States July 23, 2018, and is clearly labeled “Made in China.” *See* Exhibit 56. The same and/or similar infringing Energup-branded battery packs are being offered for sale through at least the Energup storefront as of the filing of this Complaint. *See* Exhibit 57.

123. On January 22, 2019, the Powilling[®] Battery was purchased from the “XNJTG” storefront on a third party e-commerce website. The XNJTG storefront prominently displays the Powilling[®] mark, and describes Powilling as “a professional manufacturer for cordless tools [*sic*] batteries for more than 10 years.” *See* Exhibit 58. The Powilling Battery was described as a “Powilling 2Pack 5.0Ah 18V Replacement Battery for Ryobi 18V Lithium Battery P102 P103 P105 P107 P108 P109 Ryobi ONE+ Cordless Tool,” as shown in the Internet screenshot attached as Exhibit 59. The Powilling Battery was received in the United States on January 24, 2019, and is clearly labeled “Made in China.” *See* Exhibit 60. The same and/or similar infringing Powilling-branded battery packs are being offered for sale through at least the Powilling storefront as of the filing of this Complaint. *See* Exhibit 61.

C. Importation and Sale by Shenzhen Industrial / Boetpcr[®] / Reoben[®] / Topbatt[®]

124. Batteries which infringe one or more of the Asserted Patents are imported, sold for importation, and/or sold within the United States after importation by, on behalf of, Shenzhen

Industrial, or, with respect to the Topbatt Battery, in association with Darui Development and/or Shenzhen Rich Hao. *See* ¶¶ 117-119, *supra*.

125. As set forth above, Shenzhen Industrial is the owner of the trademark Boetpcr[®] in China. *See* ¶ 23, *supra*. Shenzhen Industrial is also the owner of the trademark Reoben[®] in China. *Id.*

126. On July 20, 2018, the Boetpcr Battery was purchased from the “Boetpcr” storefront on a third party e-commerce website. The Boetpcr storefront prominently displays the Boetpcr[®] mark. *See* Exhibit 62. The Boetpcr Battery was described as a “Boetpcr P108 Replacement for Ryobi 18V Lithium Battery 4.0Ah One Plus P122 P102 P103 P104 P105 P107 P109 Cordless Power Tools 2Pack,” as shown in the Internet screenshot attached as Exhibit 63. The Boetpcr Battery was received in the United States on July 23, 2018, and is clearly marked “Made in China.” *See* Exhibit 64. The same and/or similar infringing Boetpcr-branded battery packs are being offered for sale through at least the Boetpcr storefront as of the filing of this Complaint. *See* Exhibit 65.

127. On January 22, 2018, the Reoben Battery was purchased from the “Reoben” storefront on a third party e-commerce website. The Reoben storefront prominently displays the Reoben[®] mark, and describes Reoben as “a brand dedicated to the production and sale of tool batteries and chargers....” *See* Exhibit 66. The Reoben Battery was described as a “2 Pack 4.0Ah P108 Replacement for Ryobi 18V Battery Lithium One+ Plus P100 P102 P103 P104 P105 P107 Crodless [*sic*] Power Tools,” as shown in the Internet screenshot attached as Exhibit 67. The battery was received in the United States on January 23, 2019, and is clearly labeled “Made in China.” *See* Exhibit 68. The same and/or similar infringing Reoben-branded battery packs are being offered for sale through at least the Reoben storefront as of the filing of this Complaint.

See Exhibit 69.

D. Importation and Sale by Shenzhen Laipaili / energup[®]

128. Batteries which infringe one or more of the Asserted Patents, such as the Energup Battery, are imported, sold for importation, and/or sold within the United States after importation by, on behalf of, Shenzhen Laipaili, either individually, or in association with Dongguan Electronic. See ¶¶ 120-122, *supra*.

E. Importation and Sale by Shenzhen MingYang / Lasica[®] / Biswaye[®]

129. Batteries which infringe one or more of the Asserted Patents, such as the Lasica[®] and Biswaye[®] Batteries, are imported, sold for importation, and/or sold within the United States after importation by, or behalf of, Shenzhen MingYang.

130. As set forth above, Shenzhen MingYang is the registrant and/or owner of the United States Trademark Lasica[®], and the registrant and/or owner of the European Trademark Biswaye[®]. See ¶¶ 28-29.

131. On July 20, 2018, the Lasica Battery was purchased from the “Lasica Direct US” storefront on a third party e-commerce website. The Lasica Direct US storefront prominently displays the Lasica[®] mark. See Exhibit 70. The Lasica Battery was described as a “Lasica Lithium 18V Battery 4.0Ah for All Ryobi 18-Volt Battery P108 P103 P102 P104 P105 P107 P109 P122 P206 with On-board Fuel Gauge (4.0Ah 1 Pack) High Capacity,” as shown in the Internet screenshot attached as Exhibit 71. The battery was received in the United States on July 23, 2018, and is clearly marked “Made in China.” See Exhibit 72.

132. On July 20, 2018, the Biswaye Battery was purchased from the “GDLIFE” storefront on a third party e-commerce website. The GDLIFE storefront prominently displays the Biswaye[®] mark and states, *inter alia*, that “[o]ur company was established in 2003, located [*sic*] in ShenZhen of China.” See Exhibit 73. The Biswaye Battery was described as a “Biswaye

P108 18V 5000mAh Lithium Ion Rechargeable Replacement Battery for Ryobi ONE+ Cordless Power Tool P102 P103 P104 P105 P107 P108 P109 P100,” as shown in the Internet screenshot attached as Exhibit 74. The battery was received in the United States on July 24, 2018, and is clearly labeled “Made in China.” *See* Exhibit 75. The same and/or similar infringing Biswaye-branded battery packs are being offered for sale through at least the GDLIFE storefront as of the filing of this Complaint. *See* Exhibit 76.

F. Importation and Sale by Shenzhen Ollop Technology Co. Ltd. / jolege®

133. Batteries which infringe one or more of the Asserted Patents, such as the Jolege Battery, are imported, sold for importation, and/or sold within the United States after importation by, or behalf of, Shenzhen Ollop, either individually, or in association with Shenzhen Uni-Sun.

134. The Jolege Batteries identify Shenzhen Ollop as the battery manufacturer. *See* Exhibit 77. Shenzhen Uni-Sun is the registrant and/or owner of the United States Trademark jolege®. *See* ¶ 53, *supra*.

135. On July 20, 2018, the Jolege Battery was purchased from the “JolegeUS” storefront on a third party e-commerce website. The Jolege Battery was described as a “jolege Ryobi P108 18V 4.0Ah Lithium Battery Replacement for Ryobi P108 One Plus P104 P105 P102 P103 P107 P109 P122 P206 P507 BPL-1815 BPL-1820G BPL18151 18-Volt Ryobi Cordless Power Tools (2 Pack),” as shown in the Internet screenshot attached as Exhibit 78. The Jolege Battery was received in the United States on July 23, 2018, and is clearly marked “Made in China.” *See* Exhibit 77.

G. Importation and Sale by Shenzhen Rich Hao / Fhybat® / Topbatt®

136. Batteries which infringe one or more of the Asserted Patents, such as the Fhybat and Topbatt Batteries, are imported, sold for importation, and/or sold within the United States after importation by, or on behalf of, Shenzhen Rich Hao, either individually, or, with respect to

the Topbatt Battery, in association with Darui Development and/or Shenzhen Industrial. *See* ¶¶ 117-119, *supra*.

137. As set forth above, Shenzhen Rich Hao is the registrant and/or owner of the United States Trademark Fhybat[®]. *See* ¶ 36, *supra*. Shenzhen Rich Hao is also the registrant of the United States Trademark Topbatt[®].

138. On July 20, 2018, the Fhybat Battery was purchased from the “Novcor Factory Store” storefront on a third party e-commerce website. The Novcor Factory Store storefront states, *inter alia*, that “Novcor is an electronics manufacturer with sales in... North America,” and that “‘Fhybat’ is the brand name for Novcor.” *See* Exhibit 79. The Fhybat Battery was described as “Fhybat for Ryobi 18v Battery Replacement ONE+ P100 P104 P105 P110 130224007 High Capacity Cordless Power Tools 18 Volt Batteries 2 Packs,” as shown in the Internet screenshot attached as Exhibit 80. The Fhybat Battery was received in the United States on July 23, 2018, and is clearly marked “Made in China.” *See* Exhibit 81. The same and/or similar infringing Fhybat-branded battery packs are being offered for sale through at least the Novcor Factory Store storefront as of the filing of this Complaint. *See* Exhibit 82.

H. Importation and Sale by Shenzhen Trading / Enegitech[®]

139. Batteries which infringe one or more of the Asserted Patents, such as the Enegitech Battery, are imported, sold for importation, and/or sold within the United States after importation by, or on behalf of, Shenzhen Trading, either individually, or in association with Shenzhen Vmartego.

140. As set forth above, Shenzhen Trading is the registrant of the United States Trademark Enegitech[®]. *See* ¶ 40, *supra*. Shenzhen Vmartego is the owner, by assignment, of the United States Trademark Enegitech[®]. *See* ¶ 56, *supra*.

141. On September 11, 2018, the Enegitech Battery was purchased from the

“Enegitech” storefront on a third party e-commerce website. The Enegitech storefront prominently displays the Enegitech[®] mark. *See* Exhibit 83. The Enegitech Battery was described as an “Enegitech 18V P108 Lithium ion Battery Replacement 4000mAh for Ryobi One Plus P108 P109 P122 P102 P103 P104 P105 P107 Cordless Power Tools,” as shown in the Internet screenshot attached as Exhibit 84. The Enegitech Battery was received in the United States on September 19, 2018, and is clearly labeled “Made in China.” *See* Exhibit 85.

I. Importation and Sale by Shenzhen Saen / SUN POWER

142. Batteries which infringe one or more of the Asserted Patents, such as the SUN POWER Battery, are imported, sold for importation, and/or sold within the United States after importation by, or on behalf of, Shenzhen Saen. *See* ¶ 44, *supra*.

143. On July 20, 2018, the SUN POWER Battery was purchased from the “SUN POWER” storefront on a third party e-commerce website. The SUN POWER storefront on Amazon states, *inter alia*, that “SUN POWER is specialize [*sic*] in producing and rearching [*sic*] batteries of power tools,” and that “SUN POWER sells batteries are [*sic*] a [*sic*] extremely low prices cause [*sic*] we are [*sic*] manufacturer.” *See* Exhibit 86. The SUN POWER battery is described as a “SUN POWER 2500mAh for Ryobi 18v One Plus Lithium Ion Battery P102 P103 P105 P107 P108 P109 Compact ONE+ Cordless Tool (2-Pack),” as shown in the Internet screenshot attached as Exhibit 87. The SUN POWER battery was received in the United States on July 23, 2018, and is clearly marked “Made in China.” *See* Exhibit 88. The same and/or similar infringing SUN POWER-branded battery packs are being offered for sale through at least the SUN POWER storefront as of the filing of this Complaint. *See* Exhibit 89.

J. Importation and Sale by Shenzhen E-Commerce / FUZADEL[®]

144. Batteries which infringe one or more of the Asserted Patents, such as the FUZADEL Battery, are imported, sold for importation, and/or sold within the United States after

importation by, or on behalf of, Shenzhen E-Commerce.

145. Shenzhen E-Commerce is the registrant and/or owner of the United States Trademark FUZADEL[®]. *See* ¶ 47, *supra*.

146. On July 20, 2018, the FUZADEL Battery was purchased from the “UP-First” storefront on a third party e-commerce website. The FUZADEL Battery was described as a “FUZADEL 4.0Ah Battery Replacement for Ryobi 18v One Plus Lithium-Ion Battery P122 P105 P102 P107 P108 P103,” as shown in the Internet screenshot attached as Exhibit 90. The FUZADEL Battery was received in the United States on July 23, 2018, and is clearly marked “Made in China.” *See* Exhibit 91.

K. Importation and Sale by Shenzhen Tuo Yu / Enermall[®]

147. Batteries which infringe one or more of the Asserted Patents, such as the Enermall Battery, are imported, sold for importation, and/or sold within the United States after importation by, or on behalf of, Shenzhen Tuo Yu.

148. As set forth above, Shenzhen Tuo Yu is the registrant and/or owner of the United States Trademark Enermall[®]. *See* ¶ 50, *supra*.

149. On July 20, 2018, the Enermall Battery was purchased from the “ENERMALL” storefront on a third party e-commerce website. The ENERMALL storefront states, *inter alia*, that “ENERMALL is a manufacturer and seller of power tool batteries and accessories.” *See* Exhibit 92. The ENERMALL Battery was described as a “5.0Ah for Ryobi 18V Lithium Battery P108 ONE+ P104 P105 P103 P107 P109 Cordless Power Tools Battery ENERMALL,” as shown in the Internet screenshot attached as Exhibit 93. The ENERMALL Battery was received in the United States on August 2, 2018, and is clearly marked “Made in China.” *See* Exhibit 94. The same and/or similar infringing ENERMALL-branded battery packs are being offered for sale through at least the ENERMALL storefront as of the filing of this Complaint. *See* Exhibit

95.

L. Importation and Sale by Shenzhen Uni-Sun / jolege®

150. Batteries which infringe one or more of the Asserted Patents, such as the Jolege Battery, are imported, sold for importation, and/or sold within the United States after importation by, or behalf of, Shenzhen Uni-Sun, either individually, or in association with Shenzhen Ollop. See ¶¶ 133-135, *supra*.

M. Importation and Sale by Shenzhen Vmartego / ENEGITECH®

151. Batteries which infringe one or more of the Asserted Patents, such as the ENEGITECH Battery, are imported, sold for importation, and/or sold within the United States after importation by, or on behalf of, Shenzhen Vmartego, either individually, or in association with Shenzhen Trading. See ¶¶ 139-141, *supra*.

VII. RELATED LITIGATION

152. On July 11, 2011, Complainants One World and Techtronic Power Tools, along with Milwaukee Electric Tool Corporation, Techtronic Industries Company Limited, and A&M Industries S.A.R.L., filed a complaint in the United States District Court for the Western District of Wisconsin, asserting, *inter alia*, infringement of the Asserted Patents by Audiovox Corporation, Audiovox Accessories Corporation, Technuity, Inc., Batteries.com, LLC, and Fine Dragon Technology Limited. Case number 11-CV-517-WMC was terminated on December 18, 2012, by consent judgment.

153. Complainants are unaware of any other court or agency litigation related to the Asserted Patents.

VIII. CLASSIFICATION UNDER THE HARMONIZED TARIFF SCHEDULE OF THE UNITED STATES

154. On information and belief, the products at issue may be classified under at least

the following heading of the Harmonized Tariff Schedule of the United States: 8507.60.0020.

IX. DOMESTIC INDUSTRY

155. A domestic industry, as defined by 19 U.S.C. § 1337(a)(2)-(3), exists by virtue of One World's significant investment in plant and equipment, significant employment of labor or capital, and substantial investment in the exploitation of the Asserted Patents, through its activities in the United States directed to batteries which practice the Asserted Patents.

A. The Technical Prong

156. Each of the batteries in the RYOBI™ 18V ONE+® battery platform satisfies the technical prong of the domestic industry requirement by incorporating each of the designs protected by the Asserted Patents. For example, the attached claim charts exemplify how the representative RYOBI™ 18V ONE+® Lithium+™ HP 3.0AH High Capacity Battery Model P192 (the "RYOBI™ P192 Battery") embodies each of the designs claimed in the Asserted Patents. *See* Exhibit 96.

157. A physical sample of the RYOBI™ P192 Battery is included with this Complaint as Physical Exhibit 1.

158. The other batteries in the RYOBI™ 18V ONE+® battery platform also incorporate the design claimed in the '868 patent, including, but not limited to, the RYOBI™ P108, P191, and P193 Batteries. *See* Exhibits 97, 98, and 99, respectively.

B. The Economic Prong

159. An industry, as defined in Section 337(a)(3), exists in the United States by virtue of One World's significant and substantial investments directed to the RYOBI™ 18V ONE+® battery platform battery packs, including, but not limited to, the RYOBI™ P192 Battery, that are protected by each of the Asserted Patents (collectively, the "Domestic Industry Batteries").

160. With the exception of mass production, distribution, and warehousing, nearly all

of One World's activities related to the Domestic Industry Batteries occur at its corporate headquarters, located at 100 Innovation Way, Anderson, South Carolina 29621 (the "Innovation Center"). These activities, include, but are not limited to, battery pack design and engineering; the fabrication of battery pack components for development and testing; battery pack testing; customer service and technical support; the creation of battery pack user manuals and other customer-facing documents; and the marketing and advertising of battery packs. Distribution and warehousing of the battery packs occurs at One World's distribution center, located at 100 Ryobi Dr. Anderson, SC 29621.

161. One World has made and continues to make significant investments in the Innovation Center, including plant space and equipment, to support operations related to the Domestic Industry Batteries. One World has also engaged, and continues to engage, in the significant employment of labor at the Innovation Center in connection with activities related to the Domestic Industry Batteries. One World has also made, and continues to make, substantial investments in the exploitation of the Asserted Patents, including, but not limited to, through its engineering, research and development, testing, and customer support activities related to the Domestic Industry Batteries at the Innovation Center. Each of these investments are set forth in Confidential Exhibit 100C, Declaration of Robert Patrick in Support of Complaint.

X. GENERAL EXCLUSION ORDER

162. Pursuant to 19 U.S.C. § 1337(d)(2)(A), Complainants seek a general exclusion order to exclude all rechargeable batteries intended for use with battery powered products, including, but not limited to, the RYOBI™ ONE+ SYSTEM®, that infringe one or more of the Asserted Patents. A general exclusion order is necessary to prevent the circumvention of an exclusion order limited to the products of the named Respondents, and because there is a widespread pattern of unauthorized use.

A. Circumvention of a Limited Exclusion Order

163. The Accused Products, and similar products (including counterfeit RYOBI™ 18V ONE+® batteries), are primarily sold via the Internet through third party e-commerce websites. The anonymity afforded by these third party intermediaries makes it difficult to identify and locate the entities which manufacture, import, and sell the Accused Products. To the extent any identifying information is provided—for example, a trademark or brand name—that information can be altered or removed by the supplier with little effort. As a result, any exclusion order limited to the named respondents would likely be subject to immediate evasion.

164. There are numerous examples of third party e-commerce websites which sell infringing batteries. *See* Exhibits 101, 102, 103, and 104. Consumers can access dozens, if not hundreds, of offers for sale by searching for “Ryobi 18v battery,” or similar terms, within each website’s search interface. *Id.* To the extent that an individual seller provides any information about the source of its infringing batteries, that information is often incomplete, inconsistent and/or contradictory. Upon information and belief, such information (or lack thereof) is intended to deliberately obfuscate the source of the infringing battery packs.

165. For example, the ANTRobot storefront on a third party e-commerce website offers for sale infringing batteries under the ANTRobot® trademark. *See* Exhibit 105. At the same time, the seller “antrobot_US” offers for sale infringing batteries through an ENERMALL-branded storefront on another third party e-commerce website. *See* Exhibit 106. The relationship, if any, between third party Li Shishun, owner of the United States Trademark ANTRobot® (*see* Exhibit 107) and a shareholder in respondent Shenzhen Laipaili (*see* Exhibit 11), and respondent Shenzhen Tuo Yu, owner of the ENERMALL® mark, is unknown. Moreover, neither third party e-commerce website provides any information which could clarify any association between the two. The ANTRobot website was likewise silent as to the source of

these products, and made no mention of any relationship with respondent Shenzhen Tuo Yu, the owner of the ENERMALL[®] trademark. *See* Exhibit 108 (last visited February 18, 2019).

166. The relationship between other respondents and, in some instances, between respondents and potentially interested third parties, is equally obscure. For example, respondent Shenzhen Rich Hao is the registrant and/or owner of the Fhybat[®] and Topbatt[®] trademarks in the United States and, on information and belief, manufactures and/or sells infringing battery packs bearing those marks. *See* Exhibits 21 and 14. At the same time, respondent Darui Development also sells, and on information and belief, manufactures infringing batteries bearing the Topbatt[®] trademark. *See* Exhibit 53. There is, however, no information associating Shenzhen Rich Hao with Darui Development, or explaining why they would both be manufacturing and/or selling infringing Topbatt[®] batteries.

167. Adding to the confusion, the Topbatt website, www.topbatt.cn, specifically references Darui Development Limited under the heading “about us,” which would appear to indicate that Darui Development is the source of the Topbatt[®] battery. *See* Exhibit 109. At the same time the Topbatt website identifies “Shenzhen Lianchengweiye Shiye Co., Ltd.” on a separate ‘about us’ page, using the same language used to describe Darui Development. *See* Exhibit 110. On information and belief, Shenzhen Lianchengweiye Shiye Co., Ltd. is actually respondent Shenzhen Liancheng Weiye Industrial Co., Ltd., which, as identified in paragraph 27, *supra*, is the owner, by assignment, of the boetpcr[®] and Reoben[®] trademarks in China. It is unclear whether Darui Development and Shenzhen Industrial are the related entities, and, most importantly, which is ultimately responsible for the manufacture and sale of the infringing Topbatt[®] battery. Finally, while there is no reference to Shenzhen Rich Hao on the Topbatt website, business records indicate that third party Mr. Xiumin Zhang is associated with both

respondent Shenzhen Industrial (as a Supervisor, *see* Exhibit 15) and respondent Shenzhen Rich Hao (as a shareholder, *see* Exhibit 111).

168. Likewise, as set forth above, third party Mr. Xiaoling Yu is the registrant and/or owner of the United States Trademark energup[®]. *See* Exhibit 6. On information and belief, Mr. Yu is also a shareholder of respondent Shenzhen Laipaili (*see* Exhibit 11), which is itself the registrant and/or owner of the European Union Trademark energup[®]. *See* Exhibit 10. At the same time, Mr. Yu is also identified as a shareholder of respondent Dongguan Electronic (*see* Exhibit 5), the owner of both the energup[®] and Powilling[®] trademarks in China. Mr. Yu is also identified as the “Business Name” on the ANTRobut storefront on a third party e-commerce website which sells infringing battery packs under the ANTRobut brand.⁷ *See* Exhibit 112.

169. On information and belief, in an effort to boost transparency, at least one third party e-commerce website has started requiring its sellers to disclose their business name and address on their Internet storefronts. *See, e.g.*, Exhibits 50, 54, 58, 62, 66, 70, 73, 79, 83, 86, and 92. As seen in the referenced exhibits, however, such information can be incomplete and, on information and belief, does not necessarily reflect the actual source(s) of the battery packs that are offered for sale on that storefront.

170. The Accused Products themselves provide little, if any, additional information regarding their source. As set forth above, Complainants are in receipt of infringing batteries from each named Respondent. In all but one instance, neither the battery itself nor the packaging in which it arrived included any information which could be used to identify the specific source of the battery pack, such as the name of the manufacturer or a return address. The only

⁷ Because Mr. Yu is believed to be a natural person, he has not been named as a proposed respondent in this Complaint.

information regarding source was a “Made in China” label and, in some instances, a trademark. *See, e.g.*, Exhibit 85.

171. Based on the near-total lack of identifying information available through the primary sales channels for the infringing batteries, as well as secondary sources, such as branded websites, or even the battery packs themselves, it is clear that the suppliers of such battery packs could easily change (or remove entirely) their names, online storefronts, and/or associated trademarks/brands to circumvent any limited exclusion order. A general exclusion order is therefore necessary to prevent the circumvention of an exclusion order limited to the named Respondents, and to provide complete relief to Complainants.

B. Widespread Pattern of Unauthorized Use

172. Infringement of the Asserted Patents is widespread. As set forth above, infringing rechargeable battery packs are sold on numerous third party e-commerce websites. Searching those four websites for “Ryobi 18v battery” results in hundreds of offers for sale of unlicensed replacement battery packs, both branded and unbranded, that are intended for use with the RYOBI™ ONE+ SYSTEM®. *See* Exhibits 101, 102, 103, and 104.

173. Despite great diligence, Complainants’ efforts to identify and remove listings for such counterfeit batteries, including battery packs which infringe one or more of the Asserted Patents, on the Internet generally, and third party e-commerce websites specifically, have largely been unsuccessful. Moreover, on information and belief, the number of infringing products appearing online has either remained the same, or increased, despite One World’s continuing efforts to ‘take down’ counterfeit products, including products which infringe one or more of the Asserted Patents.

174. Since at least 2017, One World, and/or parties on its behalf, has monitored various e-commerce websites in order to identify and deter unlicensed entities from offering for

sale and/or selling counterfeit batteries, including battery packs which infringe one or more of the Asserted Patents. Specifically, One World's enforcement efforts focused primarily on infringement of One World's trademarks, including the ONE+[®] mark, but necessarily implicated the entire counterfeit battery pack, including the design features protected by the Asserted Patents. As a result of its ongoing efforts, One World has identified dozens of infringers across multiple e-commerce platforms, including respondents named in this Complaint.

175. For example, on April 19, 2017, One World, through its outside legal counsel, sent a cease and desist letter to, *inter alia*, respondent Shenzhen Runsensheng regarding the sale of Enegitech[®] batteries on several third party e-commerce websites. *See* Exhibit 113. Likewise, on January 29, 2018, One World, through its outside legal counsel, sent a cease and desist letter to Shenzhen MingYang and third party Mr. Juan Li regarding the sale of certain Biswaye[®] batteries on two third party e-commerce websites. *See* Exhibit 114. As demonstrated in this Complaint, infringing Enegitech[®] and Biswaye[®] batteries continue to be sold, as do many other infringing brands, despite One World's continuing enforcement efforts.

176. The large number of entities manufacturing and selling infringing batteries under a wide variety of names and aliases have made it difficult, if not impossible, for Complainants to enforce their intellectual property rights on an infringer-by-infringer basis. A general exclusion order is therefore necessary to remedy this widespread pattern of unauthorized use, and to provide complete relief to Complainants.

XI. REQUEST FOR RELIEF

WHEREFORE, Complainants respectfully request that the United States International Trade Commission:

A. Institute an immediate investigation, pursuant to Section 337(b)(1) of the Tariff Act of 1930, as amended, 19 C.F.R. § 1337, into the violation by Respondents of Section 337

arising from the importation into the United States, sale for importation, and/or sale within the United States after importation of Respondents' batteries that infringe the '868, '353, and/or '944 patents;

B. Schedule and conduct a hearing pursuant to Section 337(c), for purposes of receiving evidence and hearing argument concerning whether there has been a violation of Section 337 and, following the hearing, determine that there has been a violation of Section 337;

C. Issue a permanent general exclusion order, pursuant to 19 U.S.C. § 1337(d), forbidding entry into the United States all battery packs that infringe the '868, '353, and/or '944 patents;

D. In the alternative, issue a permanent limited exclusion order, pursuant to 19 U.S.C. § 1337(d)(1), forbidding entry into the United States all battery packs, made by or on behalf of Respondents, that infringe the '868, '353, and/or '944 patents;

E. Issue permanent cease and desist orders, pursuant to 19 U.S.C. § 1337(f), directing each Respondent, or other acting on its behalf, to cease and desist from importing, marketing, advertising, demonstrating, distributing, warehousing inventory for distribution, selling, offering for sale, using, or transferring (except for export) battery packs that infringe the '868, '353, and/or '944 patents;

F. Impose a bond, pursuant to 19 U.S.C. § 1337(j), upon importation of any battery packs that infringe the '868, '353, and/or '944 patents during the Presidential review period; and

G. Grant all such other and further relief as the Commission deems appropriate based on the facts complained of herein and as determined by the investigation.

Dated: December 29, 2020

Respectfully Submitted,



Eric S. Namrow
Riccardo S. Macchiaroli
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave, N.W.
Washington, D.C. 20004-2541
Telephone: (202) 739-3000
Facsimile: (202) 739-3001

Jason C. White
Scott D. Sherwin
MORGAN, LEWIS & BOCKIUS LLP
77 West Wacker Dr., 5th Floor
Chicago, IL 60601-5094
Telephone: (312) 324-1000
Facsimile: (312) 324-1001

*Counsel for Complainants
One World Technologies, Inc. and
Techtronic Power Tools Technology Ltd.*

VERIFICATION

I, Robert Patrick, hereby declare and state, in accordance with 19 C.F.R. § 210.4(c) and 210.12(a), that the following statements are true:

1. I am the Sr. Vice President / General Manager Product Management CPT for One World Technologies, Inc., and I am duly authorized to sign this verification on behalf of Complainants One World Technologies, Inc. and Techtronic Power Tools Technology Ltd. (collectively, the "Complainants");


2. I have read the Complaint and am aware of its contents.

3. To the best of my knowledge, information, and belief, formed after a reasonable inquiry under the circumstances, (a) the claims, defenses, and other legal contentions in the Complaint are warranted by existing law or by a non-frivolous argument for the extension, modification, or reversal of existing law or the establishment of new law, and (b) the allegations and other factual contentions in the Complaint have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and

4. The Complaint is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of the investigation or related proceedings.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 14, 2020, in Anderson, South Carolina.


Robert Patrick
Sr. Vice President /

General Manager Product Management CPT
One World Technologies, Inc.