

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

Shenzhen Kean Silicone Product Co., Ltd,	)	
Plaintiff,	)	
	)	Case No. 1:25-cv-12135
v.	)	
	)	
Moon and Stars Online Inc. d/b/a Moon	)	
and Stars Online INC, and Shenzhen	)	
Shenchenxing Trading Co., Ltd. d/b/a	)	Defendant
moringstars	)	

Complaint

NOW COMES Plaintiff Shenzhen Kean Silicone Product Co., Ltd (“Plaintiff” or “Shenzhen Kean”), by and through its undersigned counsel, hereby brings this Complaint against Moon and Stars Online Inc. d/b/a Moon and Stars Online INC, and Shenzhen Shenchenxing Trading Co., Ltd. d/b/a moringstars (“Defendants”) and alleges as follows:

Nature of the Action

1. This action has been filed by Plaintiff to address Defendants’ making, using, offering for sale, selling and/or importing into the United States unauthorized and unlicensed products which infringe Plaintiff’s patented design, U.S. Patent No. D975,787 (the “Infringing Products”). A true and correct copy of the ‘787 Patent is attached hereto as **Exhibit 1**.
2. Defendants conduct their illegal operations through fully interactive commercial storefronts on third party platforms including, at least, the Amazon.com storefronts Moon And Stars INC and Moringstars. *See*, **Schedule A**. Plaintiff is forced to file this action to combat Defendants’ infringement of its patented design, as well as to protect unknowing consumers from purchasing Infringing Products over the internet. Plaintiff has been and continues to be irreparably damages from the loss of its lawful patent rights to exclude others from, *inter alia*, making, using, selling,

offering for sale, and importing its patented design as a result of Defendants' actions and seeks injunctive and monetary relief.

Jurisdiction and Venue

3. This Court has subject matter jurisdiction over Plaintiff's claims pursuant to the provisions of the Patent Act, 35 U.S.C. § 1, *et seq.*, 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a)-(b).
4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants because each Defendant directly targets its business activities toward consumers in the United States, including Illinois and this Judicial District. Defendants reach out to do business with residents of Illinois and this Judicial District by setting up and operating one or more commercial, fully-interactive Defendant Online Stores that offer shipping to the United States, including Illinois, and accept payment in U.S. dollars, through which residents of Illinois and this Judicial District can purchase and/or have purchased unauthorized and unlicensed products which infringe Plaintiff's patented design. Each Defendant has sold and shipped an infringing product into Illinois and this Judicial District, has committed and is committing tortious acts in Illinois and this Judicial District, is engaging in interstate commerce, and has wrongfully caused Plaintiff substantial injury in the State of Illinois.

Parties

5. Plaintiff Shenzhen Kean Silicone Product Co., Ltd. is a Chinese limited company.
6. Defendant Moon And Stars Inc. is ostensibly a New York corporation and registrant of the Amazon storefront "Moon And Stars INC" (Amazon Seller ID AFT0BPYNYQ1M1).
7. Defendant Shenzhen Shenchenxing Trading Co., Ltd.¹ is a Chinese limited company and registrant of the Amazon.com storefront "moringstars" (Amazon Seller ID A3OUYIW2LGBPB5). Shenzhen Shenchenxing Trading Co., Ltd. is a former licensee of

¹ Shenzhenshi shenchenxing maoyiyouxian gongsi is translated as Shenzhen Shenchenxing Trading Co., Ltd.

Plaintiff's '787 Patent in the United States, such license terminating May 1, 2025 (the "License Agreement").

Plaintiff's Business

8. Plaintiff sells various consumer products, including toy products. An example of a toy product Plaintiff sells is shown below in Figure 1:



Figure 1

9. The ornamental design of Plaintiff's toy product is covered under the '787 Patent.
10. Plaintiff is the owner of all right, title, and interest in and to U.S. Patent No. D975,787 that was lawfully issued on January 17, 2023. *See Exhibit 1.*
11. Plaintiff offers its toy product in e-commerce, including via 1688.com².

Defendants Unlawful Activities

12. On information and belief, Defendants are an interrelated group of patent infringers working in active concert to knowingly and willfully manufacture, import, distribute, offer for sale, and sell the same Infringing Product in the same transaction, occurrence, or series of transactions or occurrences.

²

https://detail.1688.com/offer/710944461077.html?t=1752633977632&spm=a2615.7691456.co_0_0_wangpu_score_0_0_0_1_0_0000_0.0

13. Defendants conduct business throughout the United States, including within the State of Illinois and this Judicial District through, at least, the operation of their fully interactive stores on Amazon.com.
14. Each Defendant targets the United States, including Illinois residents, and has offered to sell and has sold Infringing Products to consumers within the United States, including the State of Illinois and this Judicial District through, at least through the their respective Amazon.com storefronts.
15. Defendants sell and/or offer for sale the same Infringing Products that are virtually identical with the same coloring and molding patterns and which are represented on the Defendant Online Stores to come from the same manufacturer, “Genuvi,”³ establishing a logical relationship between Defendants. For example, Defendant moringstars’ listing for ASIN B09NW1V6S9 is nearly identical to Defendant MOON AND STARS INC’s listing for ASIN B09LYGXZHH, using nearly-identical listing titles, nearly-identical product description, and nearly-identical enhanced brand content with the same photos. Both listings also link to the “Genuvi Store”. This suggests that Defendants are interrelated. *See*, **Exhibit 2**
16. Plaintiff’s investigator visited the Defendant Online Stores and purchased the Infringing Products, which were shipped into this Judicial District.
17. The purchased Infringing Products were reviewed and inspected, and it was determined that the purchased Infringing Products infringed Plaintiff’s Design. A comparison of Plaintiff’s claim in the Plaintiff Design with each of the purchased Infringing Products demonstrates Defendants’ infringement of United States Patent No. D975,787. *See*, **Exhibit 3**.
18. Defendants, without any authorization, license, or other permission from Plaintiff have offered for sale, sold, and/or imported into the United States for subsequent resale or use Infringing

³ GENUVI is a registered trademark of Shenzhen Shenchenxing Trading Co., Ltd. (U.S. Reg. No. 6,384,844)

Products that infringe directly and/or indirectly the Plaintiff Design, and continue to do so via, at least, the Defendant Online Stores.

19. Defendants' infringement of the Plaintiff Design in the making, using, offering for sale, selling, and/or importing into the United States for subsequent sale or use of the Infringing Products was willful. Plaintiff previously brought a claim against Shenzhen Shenchexing Trading Co., Ltd. in the Case 23-cv-01992 filed in this Judicial District, the settlement of which resulted in the License Agreement. Despite the former dispute and ostensible resolution, at least Defendant Shenzhen Shenchexing Trading Co., Ltd. endeavored to continue to infringe the '787 Patent.
20. Defendants' willful infringement of the Plaintiff Design in connection with the making, using, offering for sale, selling, and/or importing into the United States for subsequent sale or use of the Infringing Products into Illinois, including this judicial district, is irreparably harming Plaintiff.

Count I - Infringement of U.S. Patent No. D975,787 (35 U.S.C. § 271)

21. Plaintiffs hereby re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.
22. Defendants make, use, offer for sale, sale, and/or import into the United States for subsequent use or sale products that infringe directly and/or indirectly the ornamental design claimed in U.S. Patent No. D975,787.
23. Defendants have infringed Plaintiff's U.S. Patent No. D975,787 through the aforesaid acts, and will continue to do so unless enjoined by this Court. Defendants' wrongful conduct has caused Plaintiff to suffer irreparable harm resulting from the loss of its lawful patent rights to exclude others from making, using, selling, offering for sale, and importing the patented invention. Plaintiff is entitled to injunctive relief pursuant to 35 U.S.C. § 283.

24. Plaintiff is entitled to recover damages adequate to compensate for the infringement, including Defendants' profits pursuant to 35 U.S.C. § 289. Plaintiff is entitled to recover any other damages as appropriate pursuant to 35 U.S.C. § 284.

WHEREFORE, Plaintiff Shenzhen Kean Silicone Product Co., Ltd prays for judgment against Defendants as follows:

- A.** That Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
- a.** making, using, offering for sale, selling, and/or importing into the United States for subsequent sale or use any products not authorized by Plaintiff and that include any reproduction, copy or colorable imitation of the designs claimed in the '787 Patent;
 - b.** aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the '787 Patent; and
 - c.** effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a) and (b).
- B.** Entry of an Order that, upon Plaintiff's request, those with notice of the injunction, including, without limitation, any online marketplace platforms such as eBay, AliExpress, Alibaba, Amazon, Wish, Joom, and Dhgate (collectively, the "Third Party Providers") shall disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of goods that infringe the ornamental designs claimed in the '787 Patent;
- C.** That Plaintiff be awarded such damages as it shall prove at trial against Defendants that are adequate to compensate Plaintiff for Defendants' infringement of the '787 Patent, but in no

event less than a reasonable royalty for the use made of the inventions by the Defendants,
together with interest and costs, pursuant to 35 U.S.C. § 284;

- D.** That the amount of damages awarded to Plaintiff to compensate it for infringement of the ‘787 Patent be increased by three times the amount thereof, as provided by 35 U.S.C. § 284;
- E.** In the alternative, that Plaintiff be awarded all profits realized by Defendants from their infringement of the ‘787 Patent, pursuant to 35 U.S.C. § 289;
- F.** That Plaintiff be awarded its reasonable attorneys’ fees and costs; and
- G.** Award any and all other relief that this Court deems just and proper.

Dated: October 3, 2025

Respectfully submitted,

/s/Adam E. Urbanczyk

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