

FERENCE & ASSOCIATES LLC

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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AIRIGAN SOLUTIONS, LLC,

Plaintiff,

v.

YIWU LANHOME JEWELRY CO., LTD.,
NINGBO MATEYNESS HOUSEHOLD CO.,
LTD., JIANGSHAN TOPME IMPORT &
EXPORT CO., LTD., YIWU JOYFUL
COMMODITY FACTORY, HUIZHOU
KANGNING INDUSTRIAL CO., LTD.,
NINGBO HAISHU GREENWELL
COMMODITY INDUSTRIAL CO., LTD.,
HEFEI FENGZHISHENG TRADE CO., LTD.,
NINGBO LIMKONG INTERNATIONAL
TRADE CO, YIWU ALIYOU COMMODITY
LTD., NINGBO JIEWEI KITCHENWARE CO.,
LTD., NINGBO SHENGHUI PLASTIC
TECHNOLOGY CO., LTD., and THE OTHER
INDIVIDUALS, PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON AMENDED SCHEDULE "A",

Defendants.

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Civil Action No.

18-CV-6132 (GHW)

Jury Trial Requested

FILED UNDER SEAL

PLAINTIFF'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF PLAINTIFF'S *EX PARTE* APPLICATION FOR: 1) A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION; 2) AN ORDER RESTRAINING ASSETS AND MERCHANT STOREFRONTS; 3) AN ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE; 4) AN ORDER AUTHORIZING ALTERNATIVE SERVICE BY ELECTRONIC MEANS; AND 5) AN ORDER AUTHORIZING EXPEDITED DISCOVERY

Plaintiff requests judicial notice of the following complaints, alternative service orders, temporary restraining order and preliminary injunction rulings in cases involving defendants using Alibaba.com, AliExpress.com, Amazon.com, DHgate.com, and eBay.com:

Ex.	Case Name	Platform	Date	Document	Bond Amt.
1	<i>Talavera Hair Prods., Inc. v. Taizhou Yunsung Electrical Appliance Co., Ltd. a business entity and The Individuals, P'ships & Unincorporated Assns. Identified on Exhibit "I", No. 18-CV-823 (S.D. Cal.)</i>	Amazon.com eBay.com	4/30/18 5/10/18 5/24/18 Not yet issued	Complaint TRO Order Granting Motion Authorizing Alternate Service on Defendants Preliminary Injunction	\$10,000
2	<i>Apple Corps Ltd. v. 3W Store, No. 18-CV-60656 (S.D. Fla.)</i>	AliExpress.com Amazon.com Bonanza.com eBay.com newegg.com	3/27/18 3/28/18 3/28/18 4/26/18	Complaint TRO Order Authorizing Alternate Service of Process on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3) Preliminary Injunction	\$10,000
3	<i>Iron Maiden Holdings Ltd. v. The P'ships & Unincorporated Assns. Identified on Schedule "A", No. 18-CV-522, N.D. Ill.</i>	Amazon.com Alibaba.com iOffer.com	1/23/18 2/1/18 2/14/18	Complaint TRO Preliminary Injunction	\$10,000

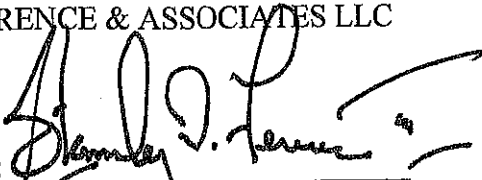
Ex.	Case Name	Platform	Date	Document	Bond Amt.
4	<i>Wow Virtual Reality, Inc. v. Bienbest</i> , No. 18-CV-3305 (S.D.N.Y.)	Alibaba.com AliExpress.com DHgate.com	4/16/18	Complaint	\$5,000
			4/17/18	TRO	
			5/4/18	Preliminary Injunction	
5	<i>Idea Village Prods. Corp. v. Dongguan Shipai Loofah Sponge Commodity Factory</i> , No. 18-CV-901 (S.D.N.Y.)	Alibaba.com AliExpress.com	2/1/18	Complaint	\$5,000
			2/2/18	TRO	
			3/15/18	Preliminary Injunction	
6	<i>Spin Master Ltd. v. Alisy</i> , No. 18-CV-543 (S.D.N.Y.)	Alibaba.com AliExpress.com DHgate.com	1/22/18	Complaint	\$10,000
			1/22/18	TRO	
			2/6/18	Preliminary Injunction	
7	<i>Paint Zoom, LLC v. Changsha Guma Machine Store</i> , No. 18-CV-153 (S.D.N.Y.)	Alibaba.com AliExpress.com	1/9/18	Complaint	\$5,000
			1/11/18	TRO	
			2/22/18	Preliminary Injunction	

An Order authorizing alternate service of process is included in the Temporary Retraining Order for those cases attached as Exhibits 3-7.

[signature appears on following page]

Respectfully submitted,

ERENCE & ASSOCIATES LLC

By: 
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Dated: July 19, 2018

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12 *Attorneys for Plaintiff Talavera Hair Products, Inc.*

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

TALAVERA HAIR PRODUCTS, INC., a)
Nevada corporation,

Plaintiff,

v.

TAIZHOU YUNSUNG ELECTRICAL
APPLIANCE CO., LTD., a business
entity, and THE INDIVIDUALS,
PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON EXHIBIT "1",

Defendants.

CASE NO. '18CV0823 BAS JLB

COMPLAINT

DEMAND FOR A JURY TRIAL

1 Plaintiff makes the following allegations on information and belief:

2 **NATURE OF THE ACTION**

3 1. This is an action for: (1) copyright infringement under 17 U.S.C.
4 §§101 *et seq.*; (2) federal unfair competition under 15 U.S.C. §1125(a); and (3)
5 patent infringement under 35 U.S.C. §271.

6 2. Plaintiff Talavera Hair Products, Inc. ("Talavera") is the owner of
7 copyrights, trademark rights (including trade dress and the registered trademark
8 "Split-Endr") and patent rights.

9 3. Defendants numbered 1 - 78 on **Exhibit 1** ("Seller ID Defendants")
10 are the Individuals, Partnerships and Unincorporated Associations that promoted,
11 offered for sale, sold, and distributed goods infringing Plaintiff's copyrights,
12 trademark rights and patent rights, within this district, through Amazon.com or
13 eBay.com Internet based e-commerce stores using Amazon or eBay seller
14 identities ("Seller ID"). To the extent a Seller ID on **Exhibit 1** is blank, Amazon
15 can supply the Seller ID by the corresponding infringing product Amazon
16 Standard Identification Number ("ASIN") on **Exhibit 1**.

17 4. Defendant TAIZHOU YUNSUNG ELECTRICAL APPLIANCE CO.,
18 LTD., ("TAIZHOU") manufactures items that infringe Plaintiff's copyrights,
19 trademark rights and patent rights and then the infringing items are sold or
20 distributed in the United States on Amazon and eBay through the established
21 distribution channels of the Seller ID Defendants on **Exhibit 1**.

22 **JURISDICTION AND VENUE**

23 5. This court has jurisdiction of this action under 28 U.S.C. §1331
24 (federal question) and §1338 (patents, copyrights and trademarks), and 15 U.S.C.
25 §1121 (trademark and unfair competition under Lanham Act).

26 6. Defendants are subject to personal jurisdiction in this district.

27 a. The Seller ID Defendants on **Exhibit 1** purposefully direct
28 their activities toward and conduct business with consumers

1 throughout the United States, including within the State of California
2 and this district, through at least the Internet based Amazon or eBay
3 e-commerce stores accessible in California and operating under their
4 Seller IDs. The Seller ID Defendants have purposefully directed
5 some portion of their illegal activities towards consumers in the State
6 of California through the advertisement, offer to sell, sale, and/or
7 shipment of infringing goods into California. Plaintiff's infringement
8 claims arise out of those activities.

9 b. Defendant TAIZHOU purposefully directs its activities toward
10 and conducts business with consumers throughout the United States,
11 including within the State of California and this district, directly or
12 indirectly through at least the established distribution channels of the
13 Seller ID Defendants on Exhibit 1 on Amazon and eBay. Defendant
14 TAIZHOU purposefully directed some portion of its illegal activities
15 towards consumers in the State of California through the offer to sell,
16 advertisement,, sale, and/or shipment of infringing goods into
17 California. Plaintiff's infringement claims arise out of those activities.

18 7. Venue is proper in this district under 28 U.S.C. §1400(a) and 28
19 U.S.C. §1391.

20 a. Defendants or their agent(s) may be found in this district
21 because personal jurisdiction is proper in this district.

22 b. This is a judicial district in which a substantial part of the
23 events or omissions giving rise to the infringement claims occurred,
24 or a substantial part of the property that is the subject of the action is
25 situated.

26 c. Defendants not resident in the United States may be sued in
27 this judicial district because personal jurisdiction is proper in this
28 district.

THE PLAINTIFF

8. Plaintiff TALAVERA HAIR PRODUCTS, INC. ("TALAVERA") is Nevada corporation registered in the State of California and with an office in the Southern District of California.

THE DEFENDANTS

9. Defendant TAIZHOU YUNSUNG ELECTRICAL APPLIANCE CO., LTD. ("TAIZHOU"), is a business entity that is engaged in the manufacture, distribution, and sale of products that infringe upon Plaintiff's copyrights, trademark rights and patent rights.

a. Defendant TAIZHOU owns the trademark "FASIZ" (Fed. Registration No. 1342356) for products in International Class Nos. 8, 11 and 26 and lists its address as Xingxing Plastics Industrial Park, Hougaoqiao Village, Hongjia Street, Jiaojiang District, Taizhou City Zhejiang Province CHINA.

b. On information and belief, Defendant TAIZHOU manufactures hair trimmer products under the brand name "FASIZ." For instance, one "FASIZ" marked hair trimmer product uses the UPC code 6 935419 000546.

c. On information and belief, Defendant TAIZHOU manufactures hair trimmer products under the brand name "LESCOLTON." For instance, one "LESCOLTON" marked hair trimmer product also uses the UPC code 6 935419 000546.

d. On information and belief, Defendant TAIZHOU manufactures hair trimmer products under the brand name "UMATE." For instance, one "UMATE" marked hair trimmer product also uses the UPC code 6 935419 000546.

e. On information and belief, Defendant TAIZHOU manufactures hair trimmer products under the brand name "HAIR TRIMMER."

1 For instance, one “HAIR TRIMMER” marked hair trimmer product
2 uses the UPC code 6 971563 420069 which is also a UPC code used
3 to sell a FASIZ hair trimmer product.

4 f. Defendants’ “FASIZ,” “LESCOLTON,” “UMATE” and
5 “HAIR TRIMMER” marked electric hair trimmers are the same in all
6 material respects. On information and belief, only the product name,
7 color and/or design on handle grip (lines or dots) differ between the
8 infringing devices.

9 g. Defendant TAIZHOU purposefully directs its activities toward
10 and conducts business with consumers throughout the United States,
11 including within the State of California and this district, directly or
12 indirectly through at least the established distribution channels of the
13 Seller ID Defendants on Exhibit 1 on Amazon and eBay.

14 10. The Seller ID Defendants on Exhibit 1 are individuals and/or
15 business entities of unknown makeup, each of whom, upon information and belief,
16 either reside or operate in foreign jurisdictions, or redistribute products from the
17 same or similar sources in those locations. To the extent a Seller ID on Exhibit 1
18 is blank, Amazon can supply the Seller ID by the corresponding infringing item
19 Amazon Standard Identification Number (“ASIN”) on Exhibit 1.

20 a. The Internet-based businesses of the Seller ID Defendants on
21 Exhibit 1 infringe the copyrights, trademark rights and patent rights
22 of Plaintiff.

23 b. The Seller ID Defendants have the capacity to be sued pursuant
24 to Federal Rule of Civil Procedure 17(b). The Seller ID Defendants
25 target their business activities toward consumers throughout the
26 United States, including within this district, and conduct pervasive
27 business through the operation of, at least, Internet based marketplace
28 websites, Amazon.com and eBay.com via the e-commerce stores

1 existing under Seller IDs.

2 c. Upon information and belief, the Seller ID Defendants use
3 aliases in conjunction with the operation of their businesses as set
4 forth in **Exhibit 1** hereto. The Seller ID Defendants have registered,
5 established or purchased, and maintained their Seller IDs.

6 d. The business names, *i.e.*, the Seller IDs, of the Seller ID
7 Defendants on **Exhibit 1**, their associated payment accounts, and any
8 other alias seller identification names used in connection with the sale
9 of counterfeit and infringing goods are essential components of the
10 Seller ID Defendants' online activities and are one of the means by
11 which Seller ID Defendants further their counterfeiting and
12 infringement scheme and cause harm to Plaintiff.

13 11. On information and belief Defendant TAIZHOU operated and/or
14 conspired with Seller ID Defendants on **Exhibit 1** to sell products that infringe the
15 copyrights, trademark rights and/or patent rights of Plaintiff.

16 12. Plaintiff seeks a right to relief against Seller ID Defendants on
17 **Exhibit 1** jointly or severally with Defendant TAIZHOU.

18 **COMMON FACTUAL ALLEGATIONS**

19 **Plaintiff's Business and Intellectual Property Rights:**

20 13. Plaintiff sells a unique and revolutionary patented product under the
21 federally registered trademark Split-Ender® that quickly and easily trims split
22 ends from hair.

23 14. Plaintiff's Split-Ender® product has been featured on TV infomercial
24 ads and numerous videos on YouTube, Facebook and other social media web sites.
25 Numerous videos featuring Plaintiff's Split-Ender® product have been
26 collectively viewed tens of millions of times.

27 15. Plaintiff's Split-Ender® product has been marketed and sold in the
28 United States and world-wide in countries on almost every continent.

1 16. Plaintiff owns copyrights, trademark rights and patent rights
2 regarding its Split-Ender® product.

3 a. Plaintiff owns registered copyrights for its packaging (VA 2-
4 092-823 attached as Exhibit 2) and its manual (VA 2-093-2090
5 attached as Exhibit 3) for the Split-Ender product.

6 b. Plaintiff is the owner of source identifying trademarks,
7 including Split-Ender® (Reg. No. 2,645,923 attached as Exhibit 4)
8 and trade dress shown in Exhibit 2 that Plaintiff uses to distinguish
9 its unique product.

10 c. Plaintiff owns United States patents for its unique Split-
11 Ender® product, including Patent Nos. US 6,588,108, Patent Nos. US
12 7,040,021 and US 9,587,811, collectively attached as Exhibit 5.
13 Plaintiff also owns foreign patents including patents in China and
14 Europe.

15 17. Plaintiff's copyrights, trademark rights and patent rights regarding its
16 Split-Ender® product make it unlawful for competitors to infringe Plaintiff's
17 rights.

18 a. Because of Plaintiff's registered copyrights for its packaging
19 and trade dress rights, no competitor can lawfully copy Plaintiff's
20 copyrighted expression on its packaging or use packaging that could
21 cause a likelihood of confusion as to the source of the competing
22 product.

23 b. Because of Plaintiff's registered copyrights in its owner's
24 manual, no competitor can lawfully copy it.

25 c. Because of Plaintiff's Split-Ender® registered trademark, no
26 competitor can lawfully use Plaintiff's Split-Ender® registered
27 trademark in a manner that could cause confusion as to source.

28 d. Because of Plaintiff's patents on its Split-Ender® product, no

competitor can lawfully make, use or sell a competing product that infringes Plaintiff's patents.

18. Like many other rights owners, Plaintiff suffers ongoing daily and sustained violations of its copyright, trademark and patent rights at the hands of counterfeiters and infringers, such as Defendants herein. Plaintiff is harmed, the consuming public is duped and confused, and the Defendants earn substantial profits in connection with the infringing conduct.

19. In order to combat the harm caused by the combined actions of Defendants and others engaging in similar infringing conduct, Plaintiff expends significant resources in connection with its intellectual property enforcement efforts, including legal fees and investigative fees. The recent explosion of infringement over the Internet has created an environment that requires companies to expend significant time and money across a wide spectrum of efforts in order to protect both consumers and itself from infringement of its copyrights, trademark rights and patent rights.

20. Upon information and belief, at all times relevant hereto, Defendants in this action had full knowledge of Plaintiff's copyrights, trademark rights and/or patent rights, including Plaintiff's exclusive right to use and license such intellectual property and the goodwill associated therewith.

a. In early 2016, Plaintiff filed an intellectual property complaint in China with respect to Defendant TAIZHOU's infringing acts of sale and offer for sale of infringing products.

b. Plaintiff gave written notices of infringement of one or more of its intellectual property rights to Amazon with respect to Seller IDs and/or infringing product ASIN numbers on Exhibit 1. On information and belief, Amazon then provided written notice of the infringement to contact email address for each Seller ID of each infringing product ASIN.

1 c. Plaintiff gave written notices of infringement of one or more of
2 its intellectual property rights to eBay with respect to Seller IDs on
3 **Exhibit 1**. On information and belief, eBay then provided written
4 notice of the infringement. Seller ID Defendant 18 (Luxury Discount
5 Warehouse) and Seller ID Defendant 19 (MNMDISCOUNT1)
6 represented to put infringing products on a “black list” but engaged in
7 new and separate infringements thereafter. Seller ID Defendant 18
8 (Luxury Discount Warehouse) and Seller ID Defendant 19
9 (MNMDISCOUNT1) are owned or operated by Jason Miller (who
10 resides in California and ships products to this district).

11
12 **Defendants’ Infringing Activities**

13 21. Defendants are promoting, advertising, distributing, selling, and/or
14 offering for sale cheap copies of Plaintiff’s Split-Ender® hair trimmers in
15 interstate commerce that infringe Plaintiff’s copyrights, trademark rights, and
16 patent rights through at least the Internet based e-commerce stores operated by the
17 Seller ID Defendants in **Exhibit 1**.

18 a. The packaging for Defendants’ competing goods copies large
19 amounts of Plaintiff’s registered copyrighted expression for its
20 packaging, and the similar trade dress creates a likelihood of
21 confusion as to source.

22 b. The owners manual for Defendants’ competing goods copies
23 large amounts of Plaintiff’s registered copyrighted expression for its
24 owner’s manual and furthers a likelihood of confusion as to source.

25 c. Defendants make, use or sell competing products that infringe
26 Plaintiff’s patents. Defendants’ infringing products and Plaintiff’s
27 genuine patented products look nearly identical which creates a
28 likelihood of confusion as to source.

1 d. Some Defendants have used Plaintiff's "Split-Enders" trademark
2 on packaging or in advertisements to drive sales.

3 e. Defendants' competing goods are of a quality substantially and
4 materially different than that of Plaintiff's genuine goods.

5 f. Defendants sell or offer the infringing goods for a retail price
6 well below the usual retail price of Plaintiff's genuine patented
7 products.

8 22. Defendants target their business activities towards consumers
9 throughout the United States, including within this district, and conduct pervasive
10 business through the operation of, at least, one fully interactive commercial
11 Internet based e-commerce store via, at least, the Internet marketplace websites
12 Amazon.com or eBay.com, under various Seller Names, including the Seller
13 Names in **Exhibit 1**.

14 23. Defendants have purposefully directed some portion of their illegal
15 activities towards consumers in the State of California through the advertisement,
16 offer to sell, sale, and/or shipment of infringing goods into the State.

17 24. Defendants are the past and present controlling forces behind the sale
18 of products that infringe Plaintiff's intellectual property as described herein using
19 at least the Seller Names in **Exhibit 1** and the Seller Names associated with the
20 infringing product ASIN numbers in **Exhibit 1**. Defendants have registered,
21 established or purchased, and maintained their Seller Names.

22 25. Upon information and belief, some Defendants have anonymously
23 registered and maintained some of the Seller Names for the sole purpose of
24 engaging in illegal counterfeiting or infringement activities. For instance, after
25 notice that a particular Seller Name has sold an infringing product with a
26 particular ASIN number, a new Seller Name will be used (e.g. a new "Just
27 Launched Seller") to sell the same infringing product under a new ASIN number
28 associated with the new Seller Name. The result can be a never ending

1 “Whack-A-Mole” situation where new infringers keep popping up.

2 26. Upon information and belief, Defendants will continue to register or
3 acquire new Amazon Seller Name aliases for the purpose of selling and offering
4 for sale goods that infringe Plaintiff’s copyrights, trademark rights and patent
5 rights unless preliminarily and permanently enjoined.

6 27. Defendants’ business names, *i.e.*, Seller Names, associated payment
7 accounts, and any other alias seller identification names used in connection with
8 the sale of infringing goods are essential components of Defendants’ online
9 activities and are one of the means by which Defendants further their infringing
10 scheme and cause harm to Plaintiff. Moreover, Defendants are using without
11 permission Plaintiff’s copyrights, trademarks, trade dress and patents to drive
12 Internet consumer traffic to their e-commerce stores operating under their Seller
13 Names, thereby increasing the value of the Seller Names and decreasing the size
14 and value of Plaintiff’s legitimate marketplace and intellectual property rights at
15 Plaintiff’s expense.

16
17 Harm to Plaintiff

18 28. Upon information and belief, Defendants are concurrently targeting
19 their infringing activities toward consumers and causing harm within this district
20 and elsewhere throughout the United States. As a result, Defendants are harming
21 Plaintiff and the consuming public for Defendants’ own benefit.

22 29. By their actions, Defendants have created an illegal marketplace
23 operating in parallel to the legitimate marketplace for Plaintiff’s genuine goods.
24 Defendants are causing concurrent and indivisible harm to Plaintiff and the
25 consuming public by (i) depriving Plaintiff and other third parties of their right to
26 fairly compete for space within search engine results and reducing the visibility of
27 Plaintiff’s genuine goods on the World Wide Web, (ii) causing an overall
28 degradation of the value of the goodwill associated with Plaintiff’s trademark

1 rights, and (iii) increasing Plaintiff's overall cost to market its goods and educate
2 consumers about its brand via the Internet.

3 30. Plaintiff is suffering irreparable and indivisible injury and has
4 suffered substantial damages as a result of Defendants' unauthorized and wrongful
5 use of Plaintiff's intellectual property. The natural and intended byproduct of
6 Defendants' actions is the erosion and destruction of the goodwill associated with
7 Plaintiff's name and associated trademarks and the destruction of the legitimate
8 market sector in which it operates.

9 31. Defendants' infringing products compete directly against Plaintiff's
10 products. From price erosion alone caused by Defendants' infringement, Plaintiff
11 has reduced its price to its customers in the last 11 months (from June 2017).
12 Plaintiff's lost profits from price erosion are at least \$2 million.

13 32. Additionally, Defendant's infringement was a cause in Plaintiff's unit
14 sales decreasing during the same time period the previous year, so Plaintiff's lost
15 profits are at least an additional \$3 to \$4 million.

16 33. Plaintiff also lost sales through lost business opportunities as a result
17 of Defendants' infringement. Plaintiff's lost profits from these lost business
18 opportunities are at least an additional \$3.75 million per month for a total amount
19 of of about \$41.25 million calculated at only 10 units/store per month during this
20 11 month period.

21 34. Another lost profit opportunity was a distribution deal through a
22 major personal and professional hair care product manufacturer that could have
23 provided for \$5 to 10 million dollars per year just in royalties alone, plus Plaintiff
24 could continue marketing its own Split-Ender® branded products.

25 35. Plaintiff has suffered and will suffer irreparable injury as a result of
26 defendant's continued sale of infringing products, and monetary damages are
27 inadequate to compensate Plaintiff for Defendant's continued sale of infringing
28 products.

1 a. Defendants sell cheaper and inferior competing hair trimmer
2 products that infringe upon Plaintiff's copyrights, trademarks, trade
3 dress, and patents. Defendants' sale of infringing products has
4 caused Plaintiff loss of market share, reputational harm, price erosion
5 and/or jeopardy to Plaintiff's competitive position.

6 b. Plaintiff cannot effectively exercise its rights under copyright,
7 trademark and patent which also damages Plaintiff's relationship with
8 its actual and/or potential re-sellers.

9 c. Defendants have infringed in the past and threaten to infringe
10 in the future.

11 36. Plaintiff has no adequate remedy at law. Upon information and
12 belief, Defendants are likely to transfer or secret their assets to avoid payment of
13 any monetary judgment awarded to Plaintiff.

14 37. Defendants would suffer no cognizable harm from ceasing infringing
15 conduct.

16 a. Defendants have no right to sell products that infringe
17 Plaintiff's copyrights, trademark rights, and patent rights.

18 b. Defendants sell other products, so they would suffer little harm
19 if they stopped selling the infringing products at issue in this lawsuit.

20 c. Plaintiff will suffer great harm to its competitive position and
21 business if Defendants sell products that infringe Plaintiff's rights.

22 38. The public interest will be served when it protects Plaintiff from
23 infringement of its copyright, trademark and/or patent rights.

24 39. If Defendants' infringing activities are not preliminarily and
25 permanently enjoined by this Court, Plaintiff and the consuming public will
26 continue to be harmed.

27 \\\

28 \\\

FIRST CAUSE OF ACTION
(Copyright Infringement)
(17 U.S.C. §101 et seq.)

40. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1 through 39 of this Complaint.

41. Plaintiff has complied in all respects with the Copyright Act of the United States and all other laws governing copyright, and secured the exclusive rights and privileges in and to the copyrights at issue in this action.

42. Plaintiff owns registered copyrights for its packaging (VA 2-092-823 attached as **Exhibit 2**) and its manual (VA 2-093-2090 attached as **Exhibit 3**) for the Split-Ende'r product.

43. Defendants directly infringed one or more Plaintiff's exclusive rights under 17 U.S.C. §106.

a. Defendant TAIZHOU reproduced Plaintiff's copyrighted works and/or prepared derivative works based upon Plaintiff's copyrighted works and/or displayed them publicly on www.Amazon.com or the Internet in violation of Plaintiff's exclusive rights under 17 U.S.C. §106(1), (2) and/or (5). On information and belief, TAIZHOU also distributed copies of plaintiff's copyrighted work to the public by sale or other transfer of ownership in violation of Plaintiff's exclusive rights under 17 U.S.C. §106(3).

b. The Seller ID Defendants on **Exhibit 1** reproduced Plaintiff's copyrighted works and/or prepared derivative works based upon Plaintiff's copyrighted work and displayed them publicly on www.Amazon.com, www.eBay.com or the Internet in violation of Plaintiff's exclusive rights under 17 U.S.C. §106(1), (2) and (5). The Seller ID Defendants on **Exhibit 1** also distributed copies of plaintiff's copyrighted work to the public by sale or other transfer of

ownership in violation of Plaintiff's exclusive rights under 17 U.S.C. §106(3).

Plaintiff's Packaging

44. Defendants sold products that copy Plaintiff's copyrightable expression on Plaintiff's packaging.

a. As shown on Exhibit 6, Defendants' FASIZ marked packaging contains text identical or substantially similar to the text on Plaintiff's copyrighted packaging.

b. As shown on Exhibit 7, Defendants' LESCOTON marked packaging contains text identical or substantially similar to the text on Plaintiff's copyrighted packaging.

c. As shown on Exhibit 8, Defendants' UDATE marked packaging contains text identical or substantially similar to the text on Plaintiff's copyrighted packaging.

d. As shown on Exhibit 9, Defendants' HAIR TRIMMER marked packaging contains text identical or substantially similar to the text on Plaintiff's copyrighted packaging.

45. Defendants' packaging omits the following text on Plaintiff's packaging:

Copyright © 2013 TALAVERA HAIR PRODUCTS, INC.

* * *

WARNING!

Protected by law under

U.S. Patent # 6,588,108

U.S. Patent # 7,040,021

Canada Pat. # 2,444,497

Australia Pat. # 2002254637

Europe EP-Patent # 1,381,496

China & HK Pat. ZL 02 8 08380.6
Taiwan Pat. 224 543 Other Worldwide
Patents Pending!

46. Defendants displayed on Amazon or eBay portions of Defendant's packaging that infringed Plaintiff's copyrighted packaging.

Plaintiff's Instruction Manual

47. Defendants sold products that copy Plaintiff's copyrightable expression on Plaintiff's manual.

- a. As shown on Exhibit 10, Defendants' FASIZ marked manual contains text identical or substantially similar to the text on Plaintiff's copyrighted manual.
- b. As shown on Exhibit 11, Defendants' LESCOTON marked manual contains text identical or substantially similar to the text on Plaintiff's copyrighted manual.
- c. As shown on Exhibit 12, Defendants' UDATE marked manual contains text identical or substantially similar to the text on Plaintiff's copyrighted manual.
- d. As shown on Exhibit 13, Defendants' HAIR TRIMMER marked manual contains text identical or substantially similar to the text on Plaintiff's copyrighted manual.

48. Defendants' manuals omit the following text on Plaintiff's manual:

LEGAL NOTICE: The Split-Ender® was created by Victor C. Talavera and is protected by law under U. S. Patent # 5,884,402, U.S. Patent# 6,588, 108, U.S. Patent # 7,040,021, Europe EP Patent # 1,381,496, Canada Pat. # 2,444,497, Australia Pat.# 2002254637, China & Hong Kong Pat.# ZL 02 8 08380.6, Taiwan Pat. # 224 543. Other Worldwide Patents & Trademark Pending!

Split-Ender®, Talavera™, Surgy-Trim™ System and STS™, Split-Ending The Hair™ are trademarks of Talavera Hair Products, Inc.

Copyright© 2013 Talavera Hair Products, Inc. All rights reserved.

49. Defendants displayed on Amazon or eBay portions of Defendants' manual that infringed Plaintiff's copyrighted manual.

50. On information and belief, Defendants' infringement is not limited to the copyright infringement listed above. Plaintiff will identify such additional infringement after discovery.

51. On information and belief, there is a business practice of infringement by Defendants.

52. On information and belief, Defendants routinely and intentionally infringe the intellectual property rights of others, including but not limited to, acting with willful blindness and/or reckless disregard.

53. The activities of Defendants complained of herein constitute willful and intentional infringement of Plaintiff's copyrights and are in total disregard of Plaintiff's rights.

54. As result of such infringement, Plaintiff seeks all remedies available to it, pursuant to the Copyright Act, including, but not limited to:

a. Temporary or final injunctive relief pursuant to 17 U.S.C. §502 to prevent or restrain infringement of a copyright against: (1) Defendants; (2) Defendants' officers, agents, servants, employees attorneys; and (3) other persons who are in active concert or participation with them, including manufacturers, distributors and suppliers of the infringing works.

b. Seizure, impoundment and/or destruction of all of the products used to perpetrate the infringing acts pursuant to 17 U.S.C. §503. On information and belief, Defendants and/or third parties have documents reflecting the total number of infringing goods manufactured, distributed, sold and still remaining in inventory

1 including, but not limited to, production reports, shipping invoices,
2 bills of lading, sales invoices, and inventory-on-hand reports.

3 c. Actual damages suffered by Plaintiff as a result of the
4 infringement pursuant to 17 U.S.C. §504(b). One measure of actual
5 damages is the fair market value of a license covering the defendants'
6 infringing use of Plaintiff's designs. To the extent applicable,
7 Plaintiff seeks an additional award of two times the amount of the
8 license fee that the proprietor of the establishment concerned should
9 have paid the Plaintiff for such infringing use during the preceding
10 period of up to 3 years pursuant to 17 U.S.C. §504(b).

11 d. Any profits of Defendants that are attributable to the
12 infringement and are not taken into account in computing the actual
13 damages pursuant to 17 U.S.C. §504(b). On information and belief,
14 Defendants and/or third parties have documents that reflect the profits
15 of Defendants that are attributable to the infringement, including sales
16 invoices for the infringing designs and all documents showing
17 defendants' direct costs of production. On information and belief,
18 revenues attributable to Defendants' infringing Amazon.com sales are
19 held by Amazon Payments, Inc. (an entity licensed to transmit money
20 in the State of California), and revenues attributable to Defendant's
21 infringing eBay.com sales are held by PayPal, Inc. (an entity licensed
22 to transmit money in the State of California).

23 e. To the extent recoverable, statutory damages (at Plaintiff's
24 election) instead of actual damages and profits, for all infringements
25 involved in the action, with respect to any one work, for which any
26 one Defendant is liable individually, or for which Defendants are
27 liable jointly and severally with another, in a sum of not less than
28 \$750 or more than \$30,000 as the court considers just pursuant to 17

1 U.S. C. §504(c)(1). To the extent the court finds that infringement
2 was committed willfully, the court in its discretion may increase the
3 award of statutory damages to a sum of not more than \$150,000 per
4 violation, pursuant to 17 U.S.C. §504(c)(2).

5 f. Full costs against Defendants pursuant to 17 U.S.C. §505.

6 g. Reasonable attorney fees against Defendants pursuant to 17
7 U.S.C. §505.

8
9 **SECOND CAUSE OF ACTION**
10 **(Federal Unfair Competition)**
11 **(15 U.S.C. §1125(a))**

12 55. Plaintiff hereby incorporates by reference the allegations contained in
13 paragraphs 1 through 54 of this Complaint.

14 56. Plaintiff is the owner of source identifying trademarks and trade dress
15 that Plaintiff uses to distinguish its unique Split-Ender® product (collectively
16 referred to herein as the “**Split-Ender Mark**”)

17 a. Plaintiff owns Trademark Reg. No. 2,645,923 for “**Split-**
18 **Ender**” for “Electric and battery-operated hair trimmers for the
19 removal of split and damaged hair ends; scissors, razors and electric
20 shavers” in Class 008. A true and correct copy of Plaintiff’s
21 registration certificate for this trademark is attached as **Exhibit 4**.
22 Plaintiff’s Trademark Reg. No. 2,645,923 is incontestible.

23 b. Plaintiff owns Trademark Application Ser. No. 87746962 for
24 **SPLIT-ENDER** for “Electric and battery powered hair trimmers” in
25 Class 008.

26 c. Plaintiff owns the overall combination and arrangement of
27 design elements of Plaintiff’s packaging which is non-functional,
28 inherently distinctive and/or has acquired secondary meaning in the
mind of the purchasing public. Plaintiff uses the phrase “SAFELY

1 SNIPS THE ENDS, NOT THE LENGTH” on its packaging. A true
2 and correct copy of Plaintiff’s packaging which shows trade dress is
3 attached as **Exhibit 2**.

4 d. Plaintiff uses “TALavera” as a shortened source identifier
5 for its name TALavera HAIR PRODUCTS, INC.

6 e. Plaintiff’s use of short phrases are source identifiers, including
7 “SAFELY SNIPS THE ENDS, NOT THE LENGTH” on its
8 packaging.

9 f. Plaintiff owns the overall combination and arrangement of all
10 non-functional design elements of Plaintiff’s product which are
11 inherently distinctive and/or have acquired secondary meaning in the
12 mind of the purchasing public.

13 57. The Split-EndeR Mark has been used in interstate commerce to
14 identify and distinguish Plaintiff’s high quality goods for an extended period of
15 time. The Split-EndeR Mark is a symbol of Plaintiff’s quality, reputation, and
16 goodwill and has never been abandoned.

17 58. The Split-EndeR Mark is well-known and has been for many years.

18 59. Plaintiff has expended substantial time, money, and other resources
19 developing, advertising, and otherwise promoting the Split-EndeR Mark.

20 60. Genuine goods bearing the Split-EndeR Mark are widely legitimately
21 advertised and promoted by Plaintiff, its authorized distributors, and unrelated
22 third parties via the Internet. Over the course of the past five years, visibility on
23 the Internet, particularly via Internet search engines such as Google, Yahoo!, and
24 Bing has become increasingly important to Plaintiff’s overall marketing and
25 consumer education efforts. Thus, Plaintiff expends significant monetary resources
26 on Internet marketing and consumer education, including search engine
27 optimization (“SEO”) strategies. Those strategies allow Plaintiff and its authorized
28

1 retailers to fairly and legitimately educate consumers about the value associated
2 with the Split-Ender brand and the goods sold thereunder.

3 61. The Split-Ender Mark qualifies as a famous mark as that term is used
4 in 15 U.S.C. § 1125(c)(1).

5 a. The Split-Ender Mark is widely recognized by the general
6 consuming public of the United States with long or split-end damaged
7 hair as the source of the goods of Plaintiff.

8 b. Plaintiff's Split-Ender Mark has been widely advertised or
9 publicized by Plaintiff or third parties. Since at least 2003, Plaintiff's
10 Split-Ender product was advertised on television in the United States
11 and many countries throughout the world through distributors. About
12 \$3 million was spent for a TV infomercial launched in 2003 in the
13 United States and many countries throughout the world. Numerous
14 videos regarding Plaintiff's Split-Ender products on the Internet,
15 including Facebook and YouTube, posted by Plaintiff and third
16 parties have been viewed over 40 million times. Plaintiff spends
17 thousands or tens of thousands of dollars a month on trade shows
18 around the world, social media marketing and print advertisements in
19 magazines.

20 c. Plaintiff or its distributors have sold goods all over the United
21 States and many countries in the world under the Split-Ender Mark
22 since at least 2003 to present.

23 62. Accordingly, the Split-Ender Mark has achieved secondary meaning
24 as an identifier of high quality goods.

25 63. Plaintiff has carefully monitored and policed the use of the
26 Split-Ender Mark and has never assigned or licensed the Split-Ender Mark to any
27 of the Defendants in this matter.
28

1 64. In violation of 15 U.S.C. §1125(a), Defendants, on or in connection
2 with goods, or a container for goods, used in commerce a word, term, name,
3 symbol, or device, or any combination thereof, or a false designation of origin
4 which is likely to cause confusion, or to cause mistake, or to deceive as to the
5 affiliation, connection, or association of Defendants with Plaintiff, or as to the
6 origin, sponsorship, or approval of Defendants' goods.

7 65. Defendants' trade dress is likely to cause confusion or mistake with
8 respect to Plaintiff's trade dress.

9 a. Plaintiff's trade dress packaging is strong and contains original
10 copyrightable expression that cannot be copied.

11 b. The goods shown on Defendants' packaging are near identical
12 to the goods on Plaintiff's packaging.

13 c. The selection and location of design elements (such as images,
14 text and color) on Defendants' packaging are substantially similar to
15 the selection and location of the design elements on Plaintiff's
16 packaging.

17 d. The text on Defendants' packaging is substantially similar to
18 the text on Plaintiff's packaging.

19 e. Consumers have been actually confused.

20 f. The marketing channels for both Defendants' goods and
21 Plaintiff's goods include Amazon.com.

22 g. Defendants' intent was to copy Plaintiff's trade dress as shown
23 by the similarities.

24 66. Defendants' purchase of keyword search terms, such as Plaintiff's
25 registered trademark "Split-Endr," is likely to cause confusion or mistake.

26 a. Plaintiff's registered trademark for "Split-Endr" is strong and
27 uncontestable.
28

1 b. Defendants' sponsored keyword advertisements on
2 Amazon.com display goods that are near identical to Plaintiff's Split-
3 Ender product.

4 c. Defendants' sponsored keyword advertisements use keywords
5 that are identical or substantially similar to Plaintiff's Split-Ender
6 registered trademark.

7 d. Consumers have been actually confused.

8 e. The marketing channels for both Defendants' goods and
9 Plaintiff's goods include Amazon.com.

10 f. Defendants' intent was to use Plaintiff's registered trademark
11 "Split-Ender" to generate interest for its own hair trimmer products.

12 67. Plaintiff has used the Split-Ender Mark extensively and continuously
13 before Defendants began offering counterfeit and confusingly similar imitations of
14 Plaintiff's merchandise.

15 68. Upon information and belief, Defendants' infringing goods are of a
16 quality substantially and materially different than that of Plaintiff's genuine goods.
17 Defendants, upon information and belief, are actively using, promoting and
18 otherwise advertising, distributing, selling, and/or offering for sale substantial
19 quantities of their infringing goods with the knowledge and intent that such goods
20 will be mistaken for the genuine high quality goods offered for sale by Plaintiff
21 despite Defendants' knowledge that they are without authority to use Plaintiff's
22 copyrights, trademarks, trade dress and patents. The net effect of Defendants'
23 actions will cause confusion of consumers who will believe Defendants'
24 infringing goods are genuine goods originating from, associated with, and
25 approved by Plaintiff.

26 69. Plaintiff believes that it is likely to be damaged by such violation of
27 15 U.S.C. §1125(a).
28

1 70. Pursuant to 15 U.S.C. §1116, Plaintiff requests an injunction against
2 Defendants to prevent the further violation of 15 U.S.C. §1125(a) and directing
3 Defendants to file with the Court and serve on Plaintiff a report in writing under
4 oath setting forth in detail the manner and form in which Defendants have
5 complied with the injunction.

6 71. Pursuant to 15 U.S.C §1117, Plaintiff is entitled and seeks to recover:

- 7 a. Defendants' profits. On information and belief, revenues
8 attributable to Defendants' infringing Amazon.com sales are held by
9 Amazon Payments, Inc. (an entity licensed to transmit money in the
10 State of California), and revenues attributable to Defendant's
11 infringing eBay.com sales are held by PayPal, Inc. (an entity licensed
12 to transmit money in the State of California).
13 b. Any and all damages sustained by Plaintiff;
14 c. Treble damages or profits;
15 d. Costs of the action; and
16 e. Reasonable attorney fees per statute.

17 **THIRD CAUSE OF ACTION**
18 **(Trademark Infringement)**
19 **(15 U.S.C. §1114)**

20 72. Plaintiff hereby incorporates by reference the allegations contained in
21 paragraphs 1 through 71 of this Complaint.

22 73. This is an action for trademark infringement against Defendants
23 based on their use of confusingly similar imitations of Plaintiff's registered mark
24 SPLIT-ENDER in commerce in connection with the promotion, advertisement,
25 distribution, offering for sale, and sale of infringing goods.

26 74. Defendants' above-described illegal actions constitute infringement
27 of the registered SPLIT-ENDER mark in violation of Plaintiff's rights under §32
28 of the Lanham Act, 15 U.S.C. §1114.

1 75. Plaintiff has suffered and will continue to suffer irreparable injury
2 and damages due to Defendants' above described activities if Defendants are not
3 preliminarily and permanently enjoined. Additionally, Defendants will continue to
4 wrongfully profit from their illegal activities.

5 76. Pursuant to 15 U.S.C. §1116, Plaintiff requests an injunction against
6 Defendants to prevent the further violation of 15 U.S.C. §1114 and directing
7 Defendants to file with the Court and serve on Plaintiff a report in writing under
8 oath setting forth in detail the manner and form in which Defendants have
9 complied with the injunction.

10 77. Pursuant to 15 U.S.C §1117, Plaintiff is entitled and seeks to recover:

- 11 a. Defendants' profits;
- 12 b. Any and all damages sustained by Plaintiff;
- 13 c. Treble damages or profits;
- 14 d. Costs of the action; and
- 15 e. Reasonable attorney fees per statute.

16
17 **FOURTH CAUSE OF ACTION**
18 **(Patent Infringement)**
19 **(35 U.S.C. §271(a))**

20 78. Plaintiff hereby incorporates by reference the allegations contained in
21 paragraphs 1 through 35 of this Complaint.

22 79. Plaintiff owns patents covering its Split-Ender product.

- 23 a. Plaintiff owns Patent No. US 6,588,108 issued July 8, 2003 for
24 HAIR TRIMMING DEVICE WITH REMOVABLY MOUNTABLE
25 COMPONENTS FOR REMOVAL OF SPLIT ENDS AND
26 STYLING OF HAIR (the "108 Patent"), a true and correct copy of
27 which is attached as **Exhibit 5**.
- 28 b. Plaintiff owns Patent No. US 7,040,021 issued May 9, 2006 for
HAIR TRIMMING DEVICE WITH REMOVABLY MOUNTABLE
COMPONENTS FOR REMOVAL OF SPLIT ENDS AND

1 STYLING OF HAIR (the "021 Patent"), a true and correct copy of
2 which is attached as **Exhibit 5**.

3 c. Plaintiff owns Patent No. US 9,587,811 issued May 9, 2006 for
4 HAIR TRIMMING DEVICE (the "811 Patent"), a true and correct
5 copy of which is attached as **Exhibit 5**.

6 80. Defendants have infringed and continue to infringe the '108, '021 and
7 '811 patents either directly or indirectly through acts of contributory infringement
8 or inducement in violation of 35 U.S.C. § 271, by making, using, selling,
9 importing and/or offering to sell infringing products, namely the hair trimmers
10 sold under the names FASIZ, LESCOTON, UMATÉ and HAIR TRIMMER in
11 interstate commerce. Additional infringing models may be identified through
12 discovery.

13 81. Defendants' FASIZ, LESCOTON, UMATÉ and HAIR TRIMMER
14 marked electric hair trimmers are the same in all material respects. On information
15 and belief, only the product name, color and/or design on handle grip (lines or
16 dots) differ between the infringing devices.

17 82. Defendants' infringement, contributory infringement and/or
18 inducement to infringe has injured Plaintiff and it, therefore, is entitled to recover
19 damages adequate to compensate it for such infringement, but in no event less than
20 a reasonable royalty.

21 83. Defendants' infringement, contributory infringement and/or
22 inducement to infringe has been willful and deliberate because Defendants have
23 notice of or knew of the '108, '021 and '811 patents and have nonetheless injured
24 and will continue to injure Plaintiff, unless and until this Court enters an
25 injunction, which prohibits further infringement and specifically enjoins further
26 manufacture, use, sale, importation and/or offer for sale of products or services
27 that come within the scope of the '108, '021 and '811 patents.

28 84. Therefore, the Plaintiff demands:

- a. An injunction preliminarily and permanently prohibiting further infringement, inducement and contributory infringement of the patents-in-suit pursuant to 35 U.S.C. §283;
- b. An award of damages adequate to compensate for the infringement, but in no event less than a reasonable royalty for the use made of the invention by the infringer, together with interest and costs as fixed by the court pursuant to 35 U.S.C. §284;
- c. Treble damages permitted by 35 U.S.C. §284;
- d. A finding that this case is exceptional and an award to Plaintiff of its attorney fees and costs as provided by 35 U.S.C. §285;
- e. An award of costs; and
- f. Such other and further relief as this Court or a jury may deem proper and just.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment and/or orders as follows:

1. Entry of temporary, preliminary and permanent injunctions pursuant to 17 U.S.C. §502 (copyright), 15 U.S.C. §1116 (trademark), 35 U.S.C. §283 (patent) and Federal Rule of Civil Procedure 65 enjoining Defendants, their agents, representatives, servants, employees, and all those acting in concert or participation therewith,
 - a. from making, manufacturing or causing to be manufactured, importing, using, advertising or promoting, distributing, selling or offering to sell split end hair trimmer products (including split end hair trimmer products marked “FASIZ,” “HAIR TRIMMER,” “UMATE” or “LESCOLTON”) that infringe:
 - (i) Patent No. US 6,588,108 issued July 8, 2003 for HAIR TRIMMING DEVICE WITH REMOVABLY MOUNTABLE

1 COMPONENTS FOR REMOVAL OF SPLIT ENDS AND
2 STYLING OF HAIR (the “108 Patent”);

3 (ii) Patent No. US 7,040,021 issued May 9, 2006 for HAIR
4 TRIMMING DEVICE WITH REMOVABLY MOUNTABLE
5 COMPONENTS FOR REMOVAL OF SPLIT ENDS AND
6 STYLING OF HAIR (the “021 Patent”); or

7 (iii) Patent No. US 9,587,811 issued May 9, 2006 for HAIR
8 TRIMMING DEVICE (the “811 Patent”).

9 b. from reproducing, distributing or transferring Defendants’
10 existing split end hair trimmer packaging marked “FASIZ,” “HAIR
11 TRIMMER,” “UMATE” or “LESCOLTON” or from infringing any
12 of the exclusive rights in 17 U.S.C. §106 with respect to Plaintiff’s
13 copyrighted packaging or from using Plaintiff’s distinctive trade dress
14 packaging on Defendants’ packaging.

15 c. from reproducing, distributing or transferring Defendant’s
16 existing split end hair trimmer manual marked “FASIZ,” “HAIR
17 TRIMMER,” “UMATE” or “LESCOLTON” or from infringing any
18 of the exclusive rights in 17 U.S.C. §106 with respect to Plaintiff’s
19 copyrighted manual, including reproducing, creating derivative
20 works, displaying or distributing Plaintiff’s manual;

21 d. from infringing, counterfeiting, or diluting Plaintiff’s registered
22 Split-Ender® trademark;

23 e. From secreting, concealing, destroying, selling off,
24 transferring, or otherwise disposing of: (i) any split end hair trimmer
25 products, packaging or manuals that infringe Plaintiff’s patents,
26 trademarks or copyrights; or (ii) any evidence relating to the
27 manufacture, importation, sale, offer for sale, distribution, or transfer
28

1 of any split end hair trimmer products, packaging or manuals that
2 infringe Plaintiff's patents, trademarks or copyrights.

3 2. Entry of an Order that, upon Plaintiff's request, any Internet
4 marketplace website operators and/or administrators who are provided with notice
5 of the injunction, including but not limited to Amazon.com, Inc. and eBay Inc.:

6 a. permanently remove any and all listings and associated images
7 of goods infringing Plaintiff's copyrights, trademark rights or patent
8 rights via the ecommerce stores operating under the Seller IDs on
9 **Exhibit 1**, including but not limited to the listings and associated
10 images identified by the Amazon Standard Identification Numbers
11 ("ASIN") on **Exhibit 1** hereto, and any other listings and images of
12 goods bearing counterfeits and/or infringements of Plaintiff's
13 copyrights, trademark rights or patent rights associated with any
14 ASIN linked to the same sellers or linked to any other alias seller
15 identification names being used and/or controlled by Defendants to
16 promote, offer for sale and/or sell goods infringing Plaintiff's
17 copyrights, trademark rights or patent rights;

18 b. identify any e-mail address known to be associated with
19 Defendants' respective Seller ID;

20 c. identify any Seller ID(s) associated with an ASIN;

21 d. cease facilitating access to any or all e-commerce stores
22 through which Defendants engage in the promotion, offering for sale,
23 and/or sale of goods infringing Plaintiff's copyrights, trademark
24 rights or patent rights;

25 e. immediately cease fulfillment of and sequester all goods of
26 each Defendant infringing Plaintiff's copyrights, trademark rights or
27 patent rights in its inventory, possession, custody, or control, and
28 surrender those goods to Plaintiff;

1 3. Entry of an order requiring Defendants to account to and pay Plaintiff
2 for all profits and damages resulting from Defendants' infringing activities.

3 a. With respect to Count I (copyright infringement), in
4 establishing a Defendant's profits, Plaintiff is required to present
5 proof only of that Defendant's gross revenues. At Plaintiff's election,
6 to the extent recoverable, Plaintiff may recover statutory damages
7 instead of actual damages and profits, for all infringements involved
8 in the action, with respect to any one work, for which any one
9 Defendant is liable individually, or for which Defendants are liable
10 jointly and severally with another, in a sum of not less than \$750 or
11 more than \$30,000 as the court considers just pursuant to 17 U.S. C.
12 §504(c)(1). To the extent the court finds that infringement was
13 committed willfully, the court in its discretion may increase the award
14 of statutory damages to a sum of not more than \$150,000 per
15 violation, pursuant to 17 U.S.C. §504(c)(2).

16 b. With respect to Counts II and III (Lanham Act), in assessing
17 profits the Plaintiff shall be required to prove Defendant's sales only
18 pursuant to 15 U.S.C. §1117(a) and that any damages award to
19 Plaintiff be trebled, as provided for under 15 U.S.C. §1117(a), or, at
20 Plaintiff's election with respect to Count II and III, to the extent
21 recoverable, that Plaintiff be awarded statutory damages from each
22 Defendant in the amount of two million dollars (\$2,000,000.00) per
23 each counterfeit trademark used and product sold, as provided by 15
24 U.S.C. §1117(c)(2) of the Lanham Act.

25 c. With respect to Counts IV (patent), an award of damages
26 adequate to compensate for the infringement, but in no event less than
27 a reasonable royalty for the use made of the invention by the
28

1 infringer, together with interest and costs as fixed by the court
2 pursuant to 35 U.S.C. §284 and trebled pursuant to 35 U.S.C. §284.

3 4. Entry of an award of Plaintiff's costs and reasonable attorney fees and
4 investigative fees associated with bringing this action pursuant to 17 U.S.C.
5 §505(copyright), §15 U.S.C. § 1117 (a) and (b) (Lanham Act) and/or 35 U.S.C.
6 §285.

7 5. Entry of an Order that, upon Plaintiff's request, any financial
8 institutions, payment processors, banks, escrow services, money transmitters, or
9 marketplace platforms, including but not limited to, Amazon Payments, Inc.,
10 PayPal, Inc., and their related companies and affiliates, identify and restrain all
11 funds, up to and including the total amount of judgment, in all financial accounts
12 and/or sub-accounts used in connection with the Seller IDs or other alias
13 seller identification or e-commerce store names used by Defendants presently or in
14 the future, as well as any other related accounts of the same customer(s) and any
15 other accounts which transfer funds into the same financial institution account(s),
16 to be surrendered to Plaintiff in partial satisfaction of the monetary judgment
17 entered herein.

18 6. For other appropriate equitable relief including an accounting of
19 defendants' profits, an asset freeze, an equitable lien, and a constructive trust for
20 the benefit of Plaintiff of all gains, profits and advantages derived by Defendants
21 from their acts of infringement and other violations of law to avoid dissipation
22 and/or fraudulent transfers of such monies by Defendants.

23 7. Entry of an award of pre-judgment interest on the judgment amount.

24 8. Entry of an Order for any further relief as the Court may deem just
25 and proper.

26 9. Such other and further relief as the court may deem necessary or
27 appropriate.
28

1 Dated: April 30, 2018

2 LAW OFFICES OF DARREN J. QUINN
3 DARREN J. QUINN

4 s/s/ Darren J. Quinn
5 Darren J. Quinn

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11 JONAH A. GROSSBARDT
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13 Los Angeles, CA 90067-2313
14 Tel: (323) 364-6565

15 *Attorneys for Plaintiff Talavera Hair Products,*
16 *Inc.*

DEMAND FOR A JURY TRIAL

Plaintiff demands a trial by jury on all causes of action so triable.

Dated: April 30, 2018

Respectfully submitted,

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DARREN J. QUINN

s/s/ Darren J. Quinn
Darren J. Quinn

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*Attorneys for Plaintiff Talavera Hair Products,
Inc.*

EXHIBIT 1

Defendants Nos. 1 - 78 ("Seller ID Defendants")

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
1	247deal.tx	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
2	4beautyqueens	B072N7BFZC B072TKNYL7 B073SP4X85	
3	allforyoushopper.usa	B072LTQT48	
4	ANIMON	B076VP6F9K B076VRNC12	
5	anothercloud	B071HVQ9ZG B071LGG8VN B0725Q29M3	

EXHIBIT 1

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
6	Aosend	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
7	AoStyle	ASINs in Order No. 114-4398598-4311469	
8	AuPolus	B01LX8NQWF B07BK5SGBN B07BNXFBH4 B07BJJQFG B07BK5SGBN	
9	Beauty Cray-Cray	B01II75WV8	

EXHIBIT 1
Defendants Nos. 1 - 78 ("Seller ID Defendants")

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
10	bed store	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
11	Beisirui Hair Store	B072KB8BDG	
12	Cai ming zhil	ASINs in Order No. 114-0190241-	
13	chaouki00	B073TKNZZR	
14	Ciao Fashion	B079FMM668 B078SR8JM5	
15	Classy Trend	B017IT9OW0	
16	Core Name Products	B017IT9OW0	

EXHIBIT 1

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
17	DiLilloVincenzo	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
18	Donop	B078SR8JM5	
19	Enjoy&Life	B071GTBLGT B072N7MSB2 B073S45FXW	
20	Fosen Man	B0797WLP33 B07CGV7148	
21	GARYOB	B07BWFKBWB	
22	Georgy's Store	ASINs in Order No. 114-4398598-4311469	
23	Gold Coast Beauty	B017IT9OW0	
24	Hairsmile	ASINs in Order Nos. 114-0720292-3045002 and 114-	
25	JIN BISON	B0762M9JG7	
26	Judi Shop	B071HVQ9ZG	
27	Kosmasl	ASINs in Order No. 114-4398598-4311469 B073S45FXW B079FSCQ85	

EXHIBIT 1

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
28	La Perel	B071HVQ9ZG	
29	Lab Star International Limited	B078B9FP7L	
30	Lale Beauty / NewPollar	B072BTB6VJ	
31	Lanmpu Creative	ASINs in Order No. 114-0014563-9291438 B074P6MDQ6 B075M4DCJ5	
32	MKLOPED	ASINs in Order Nos. 114-7930966-6645800 and 114-5547034-1804268 B075YNJWBG B075YNZ429	
33	Mocsighe	B0723DBK17 B072MF9MBY	
34	Mokshee Mokshee/Donop	ASINs in Order No. 114-4398598-4311469 B075VN92NV	
35	MyBeautyCC	B06XDV7L1M B06XDWWQ5J B07BK4GQNF	
36	NAMO SHOP	B071GTBLGT B073WX395M B077LM8S2C B074TD7K29 B074TGRJ2S	
37	NewPollar	B07BJ1KBY3 B072BTB6VJ ASINs in Order No. 114-4398598-4311469	
38	NIKiii	ASINs in Order No. 114-5646220-	
39	Olungts US	B075YNZ429	
40	Puck Du/SmartGo	B071VQ7MRT	

EXHIBIT 1

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
41	PUTOS	B078RL9R54 B078RL9J53	
42	Reginashop	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
43	Style Sign Beauty	B017IT9OW0 B01II75WV8	
44	SunNatural/SunNature	B07BJJLN7T	

EXHIBIT 1

Defendants Nos. 1 - 78 (Seller ID Defendants)

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
45	Turritopsis nutricula	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
46	Ukliss Beauty	B07B9WBNC5 B07BQCZ3B8	
47	Wsduos	ASINs in Order No. 114-4398598-4311469	
48	Yara-Yarn	B073TKNZZR	

EXHIBIT 1

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
49	zioshop-it	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
50		B0071HVQ9ZG	
51		B00VC1VPD2	
52		B01E2RES3G	
53		B01G7LZEMY	
54		B01LXCF6KL	
55		B01LZE3TUZ	
56		B01N0RZRE9	
57		B01N2VFYSU	
58		B01N41VNMP	
59		B01N441JPU	
60		B01N7D4548	
61		B06X9HG9HF	
62		B06XC3NF9W	
63		B07114BQT6	
64		B071GTVLGT	
65		B0725154Z1	
66		B07282PXLJ	
67		B074P6ZPGM	
68		B074T3PZ86	
69		B075YT81MV	

EXHIBIT 1

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
70		B0762MXJLB	
71		B0762MZ2SH	
72		B079L49N79	
73		B07B9XYXD9	
74		N074TD7K29	
75	BEAUTYDESIGN		http://stores.ebay.com/beautydesigns/ PayPal: flugfcqiwlr@hotmail.com
76	Luxury Discount Warehouse		http://stores.ebay.com/luxurydiscountwarehouse mnmm.premier.receipts@gmail.com
77	MNMDISCOUNT1		http://stores.ebay.com/mnmdiscount/ PayPal: mnmm.premier.receipts@gmail.com
78	S*SHOME		http://stores.ebay.com/S-Shomey?_trksid=p2047675.l2563 sengana90@gmail.com

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10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA
12

13 TALAVERA HAIR PRODUCTS, INC.,
14 Plaintiff,

15 v.

16 TAIZHOU YUNSUNG ELECTRICAL
17 APPLIANCE CO., LTD, et al,
18 Defendants.
19

Case No.: 18-CV-823-JLS (JLB)

**ORDER (1) GRANTING EX PARTE
APPLICATION FOR TEMPORARY
RESTRAINING ORDER; (2)
SETTING PRELIMINARY
INJUNCTION HEARING AND
BRIEFING SCHEDULE**

(ECF No. 9)

20
21 Presently before the Court is Plaintiff Talavera Hair Products, Inc.'s Ex Parte
22 Application for Entry of Temporary Restraining Order and Preliminary Injunction, ("TRO
23 App.," ECF No. 9). For the reasons set forth below, the Court **GRANTS** Plaintiff's
24 Application for Entry of Temporary Restraining Order.

25 **BACKGROUND**

26 On April 30, 2018, Plaintiff filed a complaint against Defendants Taizhou Yunsung
27 Electrical Appliance Company, LTD and against the Individuals, Partnerships, and
28

1 Unincorporated Associations Identified on Exhibit “1”. (“Compl.,” ECF No. 1).¹ Plaintiff
 2 concurrently filed the instant Ex Parte Application, along with a Request for Judicial
 3 Notice, the Declaration of Victor Talavera, the Declaration of Darren J. Quinn, and the
 4 Declaration of Jerold I. Schneider, along with various exhibits.

5 Plaintiff is a corporation that sells a product called the Split-Ender “that quickly and
 6 easily trims split ends from hair.” (*Id.* ¶ 13.) Plaintiff owns copyrights, trademark rights,
 7 and patent rights regarding the product. (*Id.* ¶ 16.) Plaintiff owns registered copyrights for
 8 its packaging (VA 2-092-823) and for its manual (VA 2-093-2090). (“Talavera Decl.,”
 9 ECF No. 6-11, ¶ 2.) Plaintiff owns Trademark Registration Number 2,645,923 for “Split-
 10 Ender” for “Electric and battery-operated hair trimmers for the removal of split and
 11 damaged hair ends; scissors, razors and electric shavers.” (*Id.*) Plaintiff “claims non-
 12 registered trade dress rights with respect to its packaging and non-registered trademark
 13 rights with respect to source identifying names (*e.g.* Talavera) and short phrases (*e.g.*
 14 “SNIPS THE ENDS, NOT THE LENGTH”).” (TRO App. 2 (citing Talavera Decl. ¶ 2).)
 15 Plaintiff also owns three United States Patents: Patent No. US 6,588,108; Patent No. US
 16 7,040,021; and Patent No. US 9,587,811. (Talavera Decl. ¶ 2.)

17 Plaintiff’s product is sold on, among other places, Amazon.com and eBay.com.
 18 (TRO App. 2.) Plaintiff claims Defendant Taizhou and 78 other Defendants (the Seller ID
 19 Defendants) “are infringers of Plaintiff’s copyrights, trademark rights, and patent rights
 20 who manufactured, advertised, and/or sold knock-offs of Plaintiff’s Split-Ender® product
 21 via Internet marketplace platforms – Amazon.com or eBay.com.” (*Id.* at 9.) Defendant
 22 Taizhou is the manufacturer of the infringing products. The Seller ID Defendants offer for
 23 sale and sell allegedly infringing goods through Amazon.com or eBay.com using Amazon
 24 or eBay seller identities. (*Id.* at 3.)

25
 26
 27 ¹ Exhibit 1 can be found at ECF No. 1-3 and attached to the conclusion of this Order. The Defendants
 28 listed on the Exhibit will be referred to as “Seller ID Defendants.” The listed Seller IDs of the Seller ID
 Defendants are the seller identification names used on Amazon.com or eBay.com.

1 Plaintiff filed the present Motion requesting the Court issue a temporary restraining
2 order (“TRO”), and upon expiration of the TRO, a preliminary injunction against
3 Defendants. Plaintiff requests the Court issue a TRO without providing notice to
4 Defendants.

5 LEGAL STANDARD

6 Federal Rule of Civil Procedure 65(b) governs the issuance of temporary restraining
7 orders (“TRO”).

8 I. Ex Parte Application for TRO

9 A court may only issue a TRO without notice to the adverse party if:

10 (A) specific facts in an affidavit or a verified complaint clearly show that
11 immediate and irreparable injury, loss, or damage will result to the movant
before the adverse party can be heard in opposition; and

12 (B) the movant’s attorney certifies in writing any efforts made to give notice
13 and the reasons why it should not be required.

14 Fed. R. Civ. P. 65(b)(1). Further, “[e]very temporary restraining order issued without
15 notice must state the date and hour it was issued; describe the injury and state why it is
16 irreparable; state why the order was issued without notice; and be promptly filed in the
17 clerk’s office and entered in the record.” Fed. R. Civ. P. 65(b)(2). The Supreme Court has
18 held, “[e]x parte temporary restraining orders are no doubt necessary in certain
19 circumstances, but under federal law they should be restricted to serving their underlying
20 purpose of preserving the status quo and preventing irreparable harm just so long as is
21 necessary to hold a hearing, and no longer.” *Granny Goose Foods, Inc. v. Teamsters*, 415
22 U.S. 423, 438–39 (1974).

23 Ex parte TROs “may be appropriate ‘where notice to the adverse party is impossible
24 either because the identity of the adverse party is unknown or because a known party cannot
25 be located in time for a hearing.’” *Reno Air Racing Ass’n, Inc. v. McCord*, 452 F.3d 1126,
26 1131 (9th Cir. 2006) (quoting *Am. Can Co. v. Mansukhani*, 742 F.2d 314, 322 (9th Cir.
27 1984)). If notice could have been given, “courts have recognized ‘a very narrow band of
28 cases in which ex parte orders are proper because notice to the defendant would render

1 fruitless the further prosecution of the action.” *Id.* (quoting *Am. Can Co.*, 742 F.2d at
 2 322). One example of such a situation is “where an alleged infringer is likely to dispose
 3 of the infringing goods before the hearing.” *Id.* To show this, “plaintiffs must show that
 4 defendants would have disregarded a direct court order and disposed of the goods within
 5 the time it would take for a hearing . . . [and] must support such assertions by showing that
 6 the adverse party has a history of disposing of evidence or violating court orders or that
 7 persons similar to the adverse party have such a history.” *Id.* (internal quotations omitted)
 8 (quoting *First Tech. Safety Sys., Inc. v. Depinet*, 11 F.3d 641, 650 (6th Cir. 1993).

9 **II. Temporary Restraining Order**

10 The standard for a temporary restraining order is identical to the standard for a
 11 preliminary injunction. *Frontline Med. Assocs., Inc. v. Coventry Healthcare Worker’s*
 12 *Comp., Inc.*, 620 F. Supp. 2d 1109, 1110 (C.D. Cal. 2009). A plaintiff seeking preliminary
 13 relief must establish “[1] that he is likely to succeed on the merits, [2] that he is likely to
 14 suffer irreparable harm in the absence of preliminary relief, [3] that the balance of equities
 15 tips in his favor, and [4] that an injunction is in the public interest.” *Winter v. Nat. Res.*
 16 *Def. Council, Inc.*, 555 U.S. 7, 20 (2008). The elements of this test are “balanced, so that
 17 a stronger showing of one element may offset a weaker showing of another.” *All. for Wild*
 18 *Rockies v. Cottrell*, 622 F.3d 1045, 1049–50 (9th Cir. 2010), *rev’d on other grounds*, 632
 19 F.3d 1127 (9th Cir. 2011). Generally, a temporary restraining order is considered to be “an
 20 extraordinary remedy that may only be awarded upon a clear showing that the plaintiff is
 21 entitled to such relief.” *Winter*, 555 U.S. at 22.

22 **ANALYSIS**

23 **I. TRO Without Notice**

24 The Court first analyzes whether the TRO is appropriate on an ex parte basis.

25 ***A. Impossibility of Notice for Some Seller ID Defendants***

26 Plaintiff argues it is impossible to give notice to all Defendants because Plaintiff
 27 does not have email addresses for many of the Amazon Seller ID Defendants. (TRO App.
 28 14.) Plaintiff requests as part of its relief that the Court order Amazon to provide current

1 email addresses for the Seller ID Defendants so that the Defendants can be noticed. (*Id.* at
 2 14–15.) The Court agrees that it is impossible for Plaintiff to provide notice to those
 3 Defendants for whom it does not have any contact information.

4 ***B. Notice Would Render Further Prosecution Fruitless***

5 Plaintiff argues “[p]roviding notice to the Defendants infringing on Amazon.com
 6 and eBay.com would ‘render further prosecution fruitless.’” (TRO App. 12 (citing *SATA*
 7 *GmbH & Co. Kg v. Wenzhou New Century Int’l, Ltd.*, No. CV 15-08157-BRO (EX), 2015
 8 WL 6680807, at *1 (C.D. Cal. Oct. 19, 2015)). This is because: (1) Defendant Taizhou
 9 has already “disregarded a consent court order in China to not infringe” and therefore has
 10 a history of violating court orders; (2) Seller ID Defendants have evaded infringement
 11 enforcement by re-listing infringing items under different Amazon ASIN numbers, eBay
 12 auctions, or Seller IDs; (3) Persons similar to Defendants, in other cases, have a history of
 13 evading infringement; (4) The Seller ID Defendants do business through their Amazon or
 14 eBay Seller ID names which provide them with anonymity; (5) Plaintiff has already sent
 15 “cease and desist notices to Amazon and eBay identifying infringing items separately
 16 offered for sale by the Seller ID Defendants.” Plaintiff also sent letters to the Defendants
 17 at the email addresses it has for them. (*See* ECF No. 6-16.) Plaintiff states Defendants are
 18 therefore aware they are dealing with infringing products; (6) Because “the Internet-based
 19 e-commerce stores and Seller IDs at issue are under Defendants’ complete control,
 20 Defendants have the ability to modify e-commerce store data and content, redirect
 21 consumer traffic to other seller identification names, change payment accounts, and
 22 transfer assets and ownership of the Seller ID”; and (7) “Defendants can also easily
 23 electronically transfer and secret the funds sought to be restrained if they obtain advance
 24 notice of Plaintiff’s TRO.” (*Id.* at 12–14.)

25 ***C. Analysis***

26 As to Defendant Taizhou, Plaintiff has provided sufficient evidence that notice
 27 would render prosecution fruitless. After engaging in mediation in China, the Parties
 28 agreed that Taizhou would terminate all acts which infringe Plaintiff’s patent. (*See* ECF

1 No. 6-12.) Plaintiff states that Taizhou still manufactures and sells infringing products
 2 called “FASIZ,” “HAIR TRIMMER,” “UMATE,” and “LESCOLTON.” (Talavera Decl.
 3 ¶¶ 7–9.) Plaintiff states Taizhou has therefore directly disregarded the China court order
 4 by selling infringing products. Given that Taizhou has failed to heed a court order in the
 5 past, the Court finds Plaintiff has shown that notice to Taizhou in this matter would render
 6 further prosecution fruitless.

7 As to the Seller ID Defendants, Plaintiff states it “has spent an enormous amount of
 8 time and effort sending infringing cease and desist notices to Amazon and eBay regarding
 9 items sold by Seller ID Defendants.” (Talavera Decl. ¶ 11.) When contacted, Amazon and
 10 eBay sometimes remove an infringing item, but “new infringements continued under
 11 different Amazon ASIN numbers or eBay auctions or even under different Seller IDs.” (*Id.*
 12 ¶¶ 11–13.) Amazon supplied Plaintiff with some email addresses to communicate with
 13 Seller ID Defendants directly. (*Id.* ¶ 15.) Plaintiff then sent cease and desist letters to these
 14 email addresses. (*See* ECF No. 6-16.)

15 Plaintiff has pointed to nine different cases in other districts where temporary
 16 restraining orders have been granted in similar circumstances against similar Seller ID
 17 Internet infringers who used Amazon.com and eBay.com to sell infringing products. (ECF
 18 Nos. 6-1 to 6-10.)² This shows that other courts have determined that temporary restraining
 19 orders are warranted against defendants similar to the Seller ID Defendants in this case;
 20 thus, this shows that “persons similar to” the Seller ID Defendants have “a history of
 21 disposing of evidence or violating court orders.” *See Reno Air Racing*, 452 F.3d at 1131.

22 The Court finds that notice to Defendants would likely result in the disappearance
 23 or transfer of the counterfeit products. Notice would “jeopardize Plaintiff’s ability to
 24 prevent irreparable injury, to stop the distribution of the counterfeit [products], and to
 25 determine the source and extent of the Defendants’ dealings in the counterfeit . . .
 26 products.” *See SATA GmbH*, 2015 WL 6680807, at *5 (finding the same). Therefore,
 27

28 ² Plaintiff requests the Court take judicial notice of these orders. The Court **GRANTS** the request.

1 Plaintiff has proven that “immediate and irreparable injury, loss, or damage will result”
 2 due to the potential loss of products and funds if Defendants were given notice. Fed. R.
 3 Civ. P 65(b)(1).³ Plaintiff has met its burden in proving why notice should not be required,
 4 and that notice is impossible to some Defendants given that they operate anonymously via
 5 the Internet and cannot promptly be served before a noticed hearing. Thus, Plaintiff may
 6 proceed on an ex parte basis.

7 **II. Temporary Restraining Order**

8 As noted above, a plaintiff seeking a TRO must establish (1) that he is likely to
 9 succeed on the merits, (2) that he is likely to suffer irreparable harm in the absence of
 10 preliminary relief, (3) that the balance of equities tips in his favor, and (4) that an injunction
 11 is in the public interest. *Winter*, 555 U.S. at 20.

12 Having reviewed the materials submitted, the Court is satisfied that Plaintiff has met
 13 its burden under *Winter*. The Court finds Plaintiff has proven it has a likelihood of success
 14 on its infringement claims for its copyright, trademark, and patents. Plaintiffs have also
 15 convincingly argued that Defendants’ alleged infringement and counterfeiting have and
 16 will continue to result in lost customers and damage to Plaintiff’s goodwill and business
 17 reputation, which are irreparable injuries. Further, the balance of equities tip in favor of
 18 granting an injunction, and an injunction is in the public interest.

19 **CONCLUSION AND ORDERS**

20 Preliminary Injunction Hearing and Orders

21 1. The Court **GRANTS** Plaintiff’s Ex Parte Application for a Temporary
 22 Restraining Order as detailed below. The parties are **HEREBY ORDERED** to appear for
 23 a preliminary injunction hearing on May 31, 2018 at 9:30 a.m. in Courtroom 4D of the
 24 United States Courthouse located at 221 West Broadway, San Diego, CA, 92101, at which
 25 time this TRO **SHALL EXPIRE**. At this time, Defendants and/or any other affected
 26

27 ³ Plaintiff’s attorney has filed a declaration detailing why he believes notice to Defendants would be
 28 impossible and that Defendants would significantly alter the status quo before the Court can determine
 the parties’ respective rights were they given notice. (ECF No. 9-23).

1 persons may challenge the appropriateness of this Order and move to dissolve the same
2 and at which time the Court will hear argument on Plaintiff's requested preliminary
3 injunction.

4 2. Any response or opposition to Plaintiff's Motion for Preliminary Injunction
5 must be filed and served on Plaintiff's counsel on or before May 18, 2018. Plaintiff shall
6 file any Reply Memorandum on or before May 25, 2018. The above dates may be revised
7 upon stipulation by all parties and approval of this Court.

8 3. Defendants are cautioned that failure to attend the preliminary injunction
9 hearing may result in confirmation of the relief provided herein, immediate issuance of the
10 requested preliminary injunction to take effect immediately upon expiration or dissolution
11 of the TRO, and may otherwise extend for the pendency of this litigation upon the same
12 terms and conditions that comprise this TRO.

13 4. After Plaintiff's counsel has received confirmation from the financial
14 institutions regarding the funds restrained as directed herein, Plaintiff shall serve a copy of
15 the Complaint, Application for Temporary Restraining Order, and this Order, on each
16 Defendant via their corresponding e-mail address, or on each Defendant via their
17 corresponding online contact form provided on the e-commerce stores operating under the
18 Seller IDs, or by providing a copy of this Order by e-mail to the marketplace platform for
19 each of the Seller IDs so that the marketplace platform, in turn, notifies each Defendant of
20 the Order, or by other means reasonably calculated to give notice which is permitted by the
21 Court. In addition, Plaintiff shall post copies of the Complaint, Application for Temporary
22 Restraining Order, and this Order, as well as all other documents filed in this action on the
23 website located at <http://federallawsuitnotice.com> and shall provide the website address
24 and a link to the website to the Defendants via e-mail/online contact form. Plaintiff shall
25 continue to provide notice of these proceedings and copies of the documents on file in this
26 matter to the Defendants by regularly updating the website located at
27
28

1 <http://federallawsuitnotice.com>, or by other means reasonably calculated to give notice
2 which is permitted by the Court;⁴

3 5. Additionally, for the purpose of providing additional notice of this
4 proceeding, and all other pleadings, orders, and documents filed herein, the owners,
5 operators and/or administrators of the Internet marketplace platforms, including but not
6 limited to, Amazon.com and eBay.com, and/or financial institutions, payment processors,
7 banks, escrow services, and money transmitters, including but not limited to, Amazon
8 Payments, Inc. (“Amazon”), and PayPal, Inc. (“PayPal”), and their related companies and
9 affiliates shall, at Plaintiff’s request, provide Plaintiff’s counsel with any e-mail address
10 known to be associated with the Defendants’ respective Seller IDs.

11 Temporary Restraining Order

12 6. Each Defendant, its officers, directors, employees, agents, subsidiaries,
13 distributors, and all persons in active concert or participation with any Defendant having
14 notice of this Order are hereby temporarily restrained:

15 a. from making, manufacturing or causing to be manufactured, importing,
16 using, advertising or promoting, distributing, selling or offering to sell split
17 end hair trimmer products (including split end hair trimmer products marked
18 “FASIZ,” “HAIR TRIMMER,” “UMATE” or “LESCOLTON”) that infringe:

19 (i) Patent No. US 6,588,108 issued July 8, 2003 for HAIR TRIMMING
20 DEVICE WITH REMOVABLY MOUNTABLE COMPONENTS
21 FOR REMOVAL OF SPLIT ENDS AND STYLING OF HAIR (the
22 “108 Patent”);

23 (ii) Patent No. US 7,040,021 issued May 9, 2006 for HAIR
24 TRIMMING DEVICE WITH REMOVABLY MOUNTABLE
25

26
27 ⁴ Plaintiff states it has a physical address for defendant Taizhou. (ECF No. 9-23, ¶ 21.) Plaintiff is to
28 serve Defendant Taizhou with the documents listed above at this address or inform the Court why this is
not possible or worthwhile.

1 COMPONENTS FOR REMOVAL OF SPLIT ENDS AND STYLING
2 OF HAIR (the “’021 Patent”); or

3 (iii) Patent No. US 9,587,811 issued May 9, 2006 for HAIR
4 TRIMMING DEVICE (the “’811 Patent”).

5 b. from reproducing, distributing or transferring Defendants’ existing split
6 end hair trimmer packaging marked “FASIZ,” “HAIR TRIMMER,”
7 “UMATE” or “LESCOLTON” or from infringing any of the exclusive rights
8 in 17 U.S.C. §106 with respect to Plaintiff’s copyrighted packaging or from
9 using Plaintiff’s distinctive trade dress packaging on Defendants’ packaging.

10 c. from reproducing, distributing or transferring Defendants’ existing split
11 end hair trimmer manual marked “FASIZ,” “HAIR TRIMMER,” “UMATE”
12 or “LESCOLTON” or from infringing any of the exclusive rights in 17
13 U.S.C. §106 with respect to Plaintiff’s copyrighted manual, including
14 reproducing, creating derivative works, displaying or distributing Plaintiff’s
15 manual;

16 d. from infringing, counterfeiting, or diluting Plaintiff’s registered Split-
17 Ender® trademark;

18 e. from secreting, concealing, destroying, selling off, transferring, or
19 otherwise disposing of: (i) any split end hair trimmer products, packaging or
20 manuals that infringe Plaintiff’s patents, trademarks or copyrights; or (ii) any
21 evidence relating to the manufacture, importation, sale, offer for sale,
22 distribution, or transfer of any any split end hair trimmer products, packaging
23 or manuals that infringe Plaintiff’s patents, trademarks or copyrights.

24 7. Each Defendant, its officers, directors, employees, agents, subsidiaries,
25 distributors, and all persons in active concert or participation with any Defendant having
26 notice of this Order shall immediately discontinue any infringing use of Plaintiff’s
27 copyrights, trademarks, trade dress, or patents, on or in connection with all Internet-based
28

1 e-commerce stores owned and operated, or controlled by them, including the Internet-based
2 e-commerce stores operating under the Seller IDs;

3 8. Each Defendant, its officers, directors, employees, agents, subsidiaries,
4 distributors, and all persons in active concert or participation with any Defendant having
5 notice of this Order shall immediately discontinue any infringing use of Plaintiff's
6 registered Split-End® trademark or Plaintiff's unregistered source identifying names
7 (*e.g.*, TALAVERA) or short phrases (*e.g.*, "SNIPS THE ENDS, NOT THE LENGTH")
8 within website source code, from use on any webpage (including as the title of any web
9 page), from any advertising links to other websites, from search engines' databases or
10 cache memory, and any other form of use of such terms that are visible to a computer user
11 or serves to direct computer searches to Internet-based e-commerce stores registered,
12 owned, or operated by any Defendant, including the Internet-based e-commerce stores
13 operating under the Seller IDs;

14 9. Each Defendant shall not transfer ownership of the Internet-based e-commerce
15 stores under their Seller IDs during the pendency of this action, or until further order of the
16 Court;

17 10. Each Defendant shall preserve copies of all computer files relating to the use
18 of any of the Internet-based e-commerce stores website businesses under their Seller IDs
19 and shall take all steps necessary to retrieve computer files relating to the use of the
20 Internet-based e-commerce stores under their Seller IDs that may have been deleted before
21 the entry of this Order;

22 11. Upon Plaintiff's request, any Internet marketplace website operators and/or
23 administrators who are provided with notice of the injunction shall immediately cease
24 facilitating access during the pendency of this action to any and all listings and associated
25 images of Defendants' split-end hair trimmer products, packaging and manuals used by the
26 Defendants via the e-commerce stores operating under their respective Seller IDs;

27 12. Upon receipt of notice of this Order, all financial institutions, payment
28 processors, banks, escrow services, money transmitters, or marketplace platforms,

1 including, but not limited to, Amazon, and PayPal, and their related companies and
2 affiliates shall (i) immediately identify all financial accounts and/or sub-accounts
3 associated with the Internet based e-commerce stores operating under the Seller IDs and/or
4 the e-mail addresses identified on Exhibit "1" hereto, as well as any other related accounts
5 of the same customer(s); (ii) identify all other accounts which transfer funds into the exact
6 same financial institution account(s) or any of the other financial accounts subject to this
7 Order; and (iii) restrain the transfer of all funds, as opposed to ongoing account activity,
8 held or received for their benefit or to be transferred into their respective financial accounts,
9 and any other financial accounts tied thereto; and (iv) immediately divert those restrained
10 funds to a holding account for the trust of the Court.

11 13. Upon receipt of notice of this Order, all financial institutions, payment
12 processors, bank, escrow services, money transmitters, or marketplace platforms receiving
13 notice of this Order, including but not limited to, Amazon and PayPal, and their related
14 companies and affiliates, shall further, within five business days of receiving this Order,
15 provide Plaintiff's counsel with all data that details (i) an accounting of the total funds
16 restrained and identifies the financial account(s) and sub-account(s) which the restrained
17 funds are related to, and (ii) the account transactions related to all funds transmitted into
18 the financial account(s) and sub-account(s) which have been restrained. Such restraining
19 of the funds and the disclosure of the related financial institution account information shall
20 be made without notice to the account owners or the financial institutions until after those
21 accounts are restrained. No funds restrained by this Order shall be transferred or
22 surrendered by any financial institution, payment processor, bank, escrow service, money
23 transmitter, or marketplace website, including but not limited to, Amazon and PayPal, and
24 their related companies and affiliates for any purpose (other than pursuant to a chargeback
25 made pursuant to their security interest in the funds) without the express authorization of
26 this Court;

27 14. This Order shall apply to the Seller IDs, associated e-commerce stores, and
28 any other seller identification names, e-commerce stores, or financial accounts which are

1 being used by the Defendants for the purpose of infringing Plaintiff's copyrights, trademark
2 rights or patent rights at issue in this action and/or unfairly competing with the Plaintiff;

3 15. Any Defendant or financial institution account holder subject to this Order
4 may petition the Court to modify the asset restraint set out in this Order;

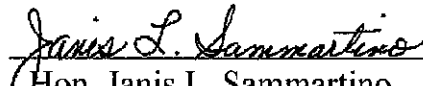
5 16. This Order shall remain in effect until the date for the hearing on the Motion
6 for Preliminary Injunction set forth above, or until such further dates as set by the Court or
7 stipulated to by the parties.

8 Bond

9 17. Plaintiff **SHALL POST** a corporate surety bond, cash, certified check, or
10 attorney's check in the amount of ten thousand dollars (\$10,000) as security, determined
11 adequate for the payment of such damages as any person may be entitled to recover as a
12 result of wrongful restraint hereunder. In the Court's discretion, the bond may be subject
13 to increase should an application be made in the interest of justice.

14 **IT IS SO ORDERED.**

15 Dated: May 10, 2018

16 
17 Hon. Janis L. Sammartino
18 United States District Judge
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Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
1	247deal.tx	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
2	4beautyqueens	B072N7BFZC B072TKNYL7 B073SP4X85	
3	allforyoushopper.usa	B072LTQT48	
4	ANIMON	B076VP6F9K B076VRNC12	
5	anothercloud	B071HVQ9ZG B071LGG8VN B0725Q29M3	

EXHIBIT 1

Defendants Nos. 1 - 78 ("Seller ID Defendants")

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
6	Aosend	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
7	AoStyle	ASINs in Order No. 114-4398598-4311469	
8	AuPolus	B01LX8NQWF B07BK5SGBN B07BNXFBH4 B07BJJQFG B07BK5SGBN	
9	Beauty Cray-Cray	B01H75WV8	

EXHIBIT 1

EXHIBIT 1
Defendants Nos. 1 - 78 ("Seller ID Defendants")

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
10	bed store	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
11	Beisirui Hair Store	B072KB8BDG	
12	Cai ming zhil	ASINs in Order No. 114-0190241-	
13	chaouki00	B073TKNZZR	
14	Ciao Fashion	B079FMM668 B078SR8JM5	
15	Classy Trend	B017IT9OW0	
16	Core Name Products	B017IT9OW0	

EXHIBIT 1

Defendants Nos. 1 - 78 ("Seller ID Defendants")

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
17	DiLilloVincenzo	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
18	Donop	B078SR8JM5	
19	Enjoy&Life	B071GTBLGT B072N7MSB2 B073S45FXW	
20	Fosen Man	B0797WLP33 B07CGV7148	
21	GARYOB	B07BWFKBWB	
22	Georgy's Store	ASINs in Order No. 114-4398598- 4311469	
23	Gold Coast Beauty	B017IT9OW0	
24	Hairsmile	ASINs in Order Nos. 114-0720292- 3045002 and 114-	
25	JIN BISON	B0762M9JG7	
26	Judi Shop	B071HVQ9ZG	
27	Kosmasl	ASINs in Order No. 114-4398598- 4311469 B073S45FXW B079FSCQ85	

EXHIBIT 1

EXHIBIT 1

Defendants Nos. 1 - 78 ("Seller ID Defendants")

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
28	La Perel	B071HVQ9ZG	
29	Lab Star International Limited	B078B9FP7L	
30	Lale Beauty / NewPollar	B072BTB6VJ	
31	Lanmpu Creative	ASINs in Order No. 114-0014563-9291438 B074P6MDQ6 B075M4DCJ5	
32	MKLOPED	ASINs in Order Nos. 114-7930966-6645800 and 114-5547034-1804268 B075YNJWBG B075YNZ429	
33	Mocsighe	B0723DBK17 B072MF9MBY	
34	Mokshee Mokshee/Donop	ASINs in Order No. 114-4398598-4311469 B075VN92NV	
35	MyBeautyCC	B06XDV7L1M B06XDWWQ5J B07BK4GQNF	
36	NAMO SHOP	B071GTBLGT B073WX395M B077LM8S2C B074TD7K29 B074TGRJ2S	
37	NewPollar	B07BJ1KBY3 B072BTB6VJ ASINs in Order No. 114-4398598-4311469	
38	NIKiii	ASINs in Order No. 114-5646220-	
39	Olungts US	B075YNZ429	
40	Puck Du/SmartGo	B071VQ7MRT	

EXHIBIT 1

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
41	PUTOS	B078RL9R54 B078RL9J53	
42	Reginashop	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
43	Style Sign Beauty	B017IT9OW0 B01II75WV8	
44	SunNatural/SunNature	B07BJJLN7T	

EXHIBIT 1

Defendants Nos. 1 - 78 ("Seller ID Defendants")

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
45	Turritopsis nutricula	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
46	Ukliss Beauty	B07B9WBNC5 B07BQCZ3B8	
47	Wsduos	ASINs in Order No. 114-4398598-4311469	
48	Yara-Yarn	B073TKNZZR	

EXHIBIT 1

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
49	zioshop-it	ASIN is one or more of : B06XDWWQ5J B0725Q29M3 B072LTQT48 B01N441JPU B01N0RZRE9 B01E2RES3G B01N2VFYSU B06XC3NF9W B06X9HG9HF B01N41VNMP B01N7D4548 B01G7LZEMY B01LZE3TUZ B01LXCF6KL B07282PXLJ B0725154Z1 B07114BQT6 B07282PXLJ	
50		B0071HVQ9ZG	
51		B00VC1VPD2	
52		B01E2RES3G	
53		B01G7LZEMY	
54		B01LXCF6KL	
55		B01LZE3TUZ	
56		B01N0RZRE9	
57		B01N2VFYSU	
58		B01N41VNMP	
59		B01N441JPU	
60		B01N7D4548	
61		B06X9HG9HF	
62		B06XC3NF9W	
63		B07114BQT6	
64		B071GTVLGT	
65		B0725154Z1	
66		B07282PXLJ	
67		B074P6ZPGM	
68		B074T3PZ86	
69		B075YT81MV	

EXHIBIT 1

Defendant No.	Seller ID	Amazon Infringing Item's ASIN	eBay Store and PayPal Account/Payee
70		B0762MXJLB	
71		B0762MZ2SH	
72		B079L49N79	
73		B07B9XYXD9	
74		N074TD7K29	
75	BEAUTYDESIGN		http://stores.ebay.com/beautydesigns/ PayPal: flugfcqiwjlr@hotmail.com
76	Luxury Discount Warehouse		http://stores.ebay.com/luxurydiscountwarehouse mnm.premier.receipts@gmail.com
77	MNMDISCOUNT1		http://stores.ebay.com/mnmdiscount/ PayPal: mnm.premier.receipts@gmail.com
78	S*SHOME		http://stores.ebay.com/S-Shomey?_trksid=p2047675.l2563 sengana90@gmail.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

TALAVERA HAIR PRODUCTS, INC.,
Plaintiff,
v.
TAIZHOU YUNSUNG ELECTRICAL
APPLIANCE CO., LTD, et al,
Defendants.

Case No.: 18-CV-823-JLS (JLB)

**ORDER GRANTING MOTION
AUTHORIZING ALTERNATIVE
SERVICE ON DEFENDANTS**
(ECF No. 18)

Presently before the Court is Plaintiff Talavera Hair Products, Inc.'s Ex Parte Application for Order Authorizing Alternative Service on Defendants, ("MTN," ECF No. 18). Plaintiff requests an order authorizing alternate service of process on Defendants via email and website publication.

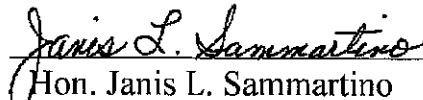
Pursuant to the Federal Rules of Civil Procedure, an individual or corporation "may be served at a place not within any judicial district of the United States . . . by other means not prohibited by international agreement, as the court orders." Fed. R. Civ. P. 4(f)(3), (g). Service under Rule 4(f)(3) must be directed by the court, not prohibited by international agreement, and comport with constitutional notions of due process. *Rio Props., Inc. v. Rio Int'l Interlink*, 284 F.3d 1007, 1014–16 (9th Cir. 2002). It is within the Court's discretion "to craft alternate means of service." *Id.* at 1016.

1 Plaintiff states service by email and website publication is not prohibited by
 2 international agreement. (MTN 13.) This is because Plaintiff is unaware of the foreign
 3 physical addresses of the Seller ID Defendants. Plaintiff is aware of the foreign address of
 4 Defendant Taizhou but states that it is not required to attempt service by other methods
 5 before service by email. (*Id.* at 15 (citing *Rio Props.*, 284 F.3d at 1014).) Further, Plaintiff
 6 is aware of the physical address of a few Defendants but states that service by email is
 7 “reasonably calculated to give actual notice” to the parties. Cal. Civil Code § 412.30; *see*
 8 *Facebook, Inc. v. Banana Ads, LLC*, No. C-11-3619 YGR, 2012 WL 1038752, at *9 (N.D.
 9 Cal. Mar. 27, 2012) (holding service by email is “‘reasonably calculated to give actual
 10 notice’ to the Domestic Defendants. The Domestic Defendants, like the Foreign
 11 Defendants, are all engaged in internet-based commercial activities and rely on email as a
 12 means of communication”).

13 Good cause appearing, the Court **GRANTS** Plaintiff’s Ex Parte Motion and
 14 **AUTHORIZES** alternate service of process on Defendants via email and website
 15 publication. The email message **SHALL NOTIFY** each Defendant that a suit has been
 16 filed against it in the United States District Court for the Southern District of California,
 17 along with a link to the website www.federallawsuitnotice.com. Further, to the extent
 18 Plaintiff is in possession of any physical addresses of any of the Defendants, it **SHALL**
 19 also serve those defendants by mail.

20 **IT IS SO ORDERED.**

21 Dated: May 24, 2018


 Hon. Janis L. Sammartino
 United States District Judge

FILED BY 3 D.C.

MAR 27 2018

STEVEN M. LARIMORE
CLERK U.S. DIST. CT.
S.D. OF FLA. FT. LAUD.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.

APPLE CORPS LIMITED and SUBAFILMS LIMITED,

Plaintiffs,

vs.

FILED UNDER
SEAL

3W STORE; SHOP2960084 STORE; SHOP3212107 STORE; ABLOOMBOX;
AENEONTRUE; ANDRE II.; BEST USA; DAMAI; DAYUFANGZHI;
FADDIST MALLS; FENG CAIHUA; GREENYY; HUANGZHJIAN;
MARJORY US; MENG XIANGPING; ORIENTAL COLOR; RYMYOE; TC-
GREE; XINRUI; VIGA; VIVIVALUEDIRECT; BIJANVSS; CAHYO_MISRO;
DARWIN_MINRAL; DIMASENTA; EZTLUNYOO; FADLIANWAR45;
FIRSTSTIKE; GIFTBAZAAR; GIFTCENTER88; HAAPYVIRUS A/K/A
HAPPY_VIRUS; HAT_SEPULOH; ERLINSAINDAH; KANGAROOBAG;
KATANI; KEY_SUCCESS; LIMA_EMPAT A/K/A BONZUSER_LIMA;
MARKETSHOP; MR COOL A/K/A MRCOOLKL; PETY_FASHION;
PUSEHET; ROHIJOHA; SANTOMAT; SUHARTIK; WIRATMAJABUDI;
424729090 A/K/A FASHIONABLE WOMAN SHOW; 1987.MELODY A/K/A
WELCOME_MELODY_FASHION_STORE; 2014ILTOME A/K/A THOMAS-
GLOBAL-555; ALEXCHEUNG8 A/K/A CLICK-TO-WIN2009;
ALEXCHOW1822; ALPHABETA08; ARI.SURYA; ARTSAKHSELL20;
BAROKAHTANTO; BEAUTYDAY2014; BIMAYUS A/K/A SLING BAG
MANIA; CAO2018SZ; CASELAB; CASESTORE007; CHARIBUKUS2016;
COROKAN0P3L; CRAZYOURCASEME; DARKROOMLTD;
DESIGNYOURCASEBYME; DIYTOP2014; ECASEHOME; ENDAN_JAELA;
FANTASTIC_FLY; FOKAGUST A/K/A FOKAGUST STORE; GABRIEL.GN;
GREENSOC A/K/A GREENSOC MART; HAPPY-BUY-2014; ISBJ08-9
A/K/A BAG BAG AND BEYOND; JIANBINGXIA; YE76324LSVW_0;
K201302; LYLY0304; MARLBO2011; MENGYINZON168-2 A/K/A SPECIAL
PHONE CASE; MIKARMCASE; NEON128SHOP; NJWORLDWIDE;
OSG_STORE A/K/A OHANYAN_STORE A/K/A OSG ACCESSORIES;
QINGMEYA_0 A/K/A CUSTOMCAPHAT; RAINBOWHOUSE2015;
RUNWAYFORYOU A/K/A MODERN FASHION TOWER;
SEXYWOMANLINE A/K/A SEXY WOMAN LINE; SUKIR.SUKIR; SUN-
FLOWER-STAR; TANJUNGPR; UNIQUECOVER1987 A/K/A
IMPRESSIVEART; VERYHONESTORE; XIAOMINTU55-8;
XIJUDIANZITWO; YUHAIHONG2017; ZARACOS A/K/A ZARACOS
HOUSE; MERMAID; TOMY'S SHOP; EACH AN INDIVIDUAL,
PARTNERSHIP OR UNINCORPORATED ASSOCIATION,

Defendants.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiffs, APPLE CORPS LIMITED and SUBAFILMS LIMITED ("Plaintiffs") hereby sue Defendants, the Individuals, Partnerships, and Unincorporated Associations identified in the caption, which are set forth on Schedule "A" hereto (collectively "Defendants"). Defendants are promoting, selling, offering for sale and distributing goods bearing counterfeits and confusingly similar imitations of Plaintiffs' respective trademarks within this district through various Internet based e-commerce stores operating under the seller identities set forth on Schedule "A" hereto (the Seller IDs"). In support of their claims, Plaintiffs allege as follows:

JURISDICTION AND VENUE

1. This is an action for federal trademark counterfeiting and infringement, false designation of origin, common law unfair competition, and common law trademark infringement pursuant to 15 U.S.C. §§ 1114, 1116, and 1125(a), and The All Writs Act, 28 U.S.C. § 1651(a). Accordingly, this Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over Plaintiffs' state law claims because those claims are so related to the federal claims that they form part of the same case or controversy.

2. Defendants are subject to personal jurisdiction in this district, because they direct business activities toward and conduct business with consumers throughout the United States, including within the State of Florida and this district, through at least, the Internet based e-commerce stores accessible in Florida and operating under their Seller IDs.

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 since Defendants are, upon information and belief, aliens who are engaged in infringing activities and causing harm within this district by advertising, offering to sell, and selling infringing products to consumers in Florida.

THE PLAINTIFFS

4. Plaintiff, Apple Corps Limited (“Apple Corps”) is an incorporated limited company organized under the laws of the United Kingdom with its principal place of business located in London, United Kingdom. Apple Corps is owned by the former members of The Beatles and, where applicable, their successors and its principal activities are the promotion, marketing, and policing of the products and rights of The Beatles, such as merchandising rights and audio and audio-visual content. Apple Corps owns the exclusive right by assignment from The Beatles to all merchandising rights of the Beatles and all other intangible rights in the name “The Beatles.”

5. Plaintiff, Subafilms Limited (“Subafilms”) is an associated company of Apple Corps Limited, with its principal place of business located in London, United Kingdom. Subafilms is owned by Apple Corps, the former members of The Beatles and, where applicable, their successors. Subafilms’ principal asset is the rights in respect of the cartoon film made in 1967 called “Yellow Submarine.”

6. Plaintiffs are engaged in the development, manufacture, promotion, distribution, and sale in interstate commerce, throughout the United States, including within this district, of a variety of quality goods, using multiple common law and federally registered trademarks, including those discussed in Paragraphs 18 and 27 below and identified in Schedules “B” and “C” hereto.

7. Plaintiffs’ trademarked goods are sold within the State of Florida, including this district. Defendants, through the sale and offer to sell counterfeit and infringing versions of Plaintiffs’ respective branded products, are directly, and unfairly, competing with Plaintiffs’ economic interests in the State of Florida and causing Plaintiffs harm within this jurisdiction.

8. Like many other famous trademark owners, Plaintiffs suffer ongoing daily and sustained violations of their respective trademark rights at the hands of counterfeiters and

infringers, such as Defendants herein, who wrongfully reproduce and counterfeit Plaintiffs' individual trademarks for the twin purposes of (i) duping and confusing the consuming public and (ii) earning substantial profits. The natural and intended byproduct of Defendants' actions is the erosion and destruction of the goodwill associated with Plaintiffs' respective famous names and trademarks and the destruction of the legitimate market sector in which they operate.

9. In order to combat the indivisible harm caused by the combined actions of Defendants, Plaintiffs expend significant resources in connection with trademark enforcement efforts. The expansion of counterfeiting on the World Wide Web has created an environment that requires companies, such as Plaintiffs, to expend significant time and money across a wide spectrum of efforts in order to protect both consumers and themselves from the ill effects of confusion and the erosion of the goodwill connected to Plaintiffs' respective brands.

THE DEFENDANTS

10. Defendants are individuals and/or business entities of unknown makeup each of whom, upon information and belief, either reside and/or operate in foreign jurisdictions with lax trademark enforcement systems, redistribute products from the same or similar sources in those locations, and/or ship their goods from the same or similar sources in those locations to Amazon.com fulfillment centers within the United States to redistribute their products from that location. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b). Defendants target their business activities toward consumers throughout the United States, including within this district, and conduct pervasive business through the operation of, at least, one fully interactive commercial Internet based e-commerce store via, at least, the Internet based marketplace websites, AliExpress.com, Amazon.com, Bonanza.com, eBay.com, and newegg.com, under the Seller IDs.

11. Upon information and belief, Defendants use aliases in conjunction with the operation of their businesses, including but not limited to those identified by the same Defendant Number on Schedule "A" hereto.

12. Defendants are the past and present controlling forces behind the sale of products bearing counterfeits and infringements of Plaintiffs' individual trademarks as described herein using at least the Seller IDs.

13. Upon information and belief, Defendants directly engage in unfair competition with Plaintiffs by advertising, offering for sale, and selling goods, bearing counterfeits and infringements of one or more of Plaintiffs' individual trademarks to consumers within the United States and this district through the Internet based e-commerce stores operating under, at least, the Seller IDs, and additional names or seller identification aliases not yet known to Plaintiffs. Defendants have purposefully directed some portion of their illegal activities towards consumers in the State of Florida through the advertisement, offer to sell, sale, and/or shipment of counterfeit and infringing goods into the State.

14. Defendants have registered, established or purchased, and maintained their Seller IDs, and the e-commerce stores operating thereunder. Upon information and belief, Defendants may have engaged in fraudulent conduct with respect to the registration of the Seller IDs by providing false and/or misleading information to the Internet based e-commerce platforms where they offer for sale and/or sell, during the registration or maintenance process related to their respective Seller ID. Upon information and belief, Defendants have anonymously registered and maintained the Seller IDs for the sole purpose of engaging in illegal counterfeiting activities.

15. Upon information and belief, Defendants will continue to register or acquire new seller identification aliases for the purpose of selling and offering for sale goods bearing counterfeit

and confusingly similar imitations of Plaintiffs' trademarks unless preliminarily and permanently enjoined.

16. Defendants use their Internet-based businesses to infringe the intellectual property rights of Plaintiffs.

17. Defendants' business names, i.e., the Seller IDs, associated payment accounts, and any other alias seller identification names used in connection with the sale of counterfeit and infringing goods bearing Plaintiffs' trademarks are essential components of Defendants' online activities and are one of the means by which Defendants further their counterfeiting and infringing scheme and cause harm to Plaintiffs. Moreover, Defendants are using Plaintiffs' respective famous brand names and trademarks to drive Internet consumer traffic to their e-commerce stores operating under the Seller IDs, thereby increasing the value of the Seller IDs and decreasing the size and value of Plaintiffs' legitimate marketplace at Plaintiffs' expense.

COMMON FACTUAL ALLEGATIONS

Apple Corp's Business and Trademark Rights

18. Apple Corps is the owner of all rights in and to the trademarks identified on Schedule "B" hereto (collectively, the "BEATLES Marks"), which are valid and registered on the Principal Register of the United States Patent and Trademark Office. The BEATLES Marks are used in connection with the manufacture and distribution of quality goods in the classes also identified on Schedule "B." True and correct copies of the Certificates of Registration for the BEATLES Marks are attached hereto as Composite Exhibit "1."

19. The BEATLES Marks have been extensively and continuously used in interstate commerce to identify and distinguish a variety of quality goods. The BEATLES Marks have been in use by Apple Corps since long before the Defendants' use of counterfeits of the BEATLES Marks.

20. The BEATLES Marks are symbols of Apple Corps' quality, reputation and enormous goodwill and have never been abandoned.

21. The BEATLES Marks are well known and famous. Apple Corps and its licensees have expended substantial time, money and other resources in developing, advertising, and otherwise promoting the BEATLES Marks. The BEATLES Marks qualify as famous marks as that term is used in 15 U.S.C. §1125(c)(1).

22. Further, Apple Corps and its licensees have extensively used, advertised, and promoted the BEATLES Marks in the United States in association with the sale of quality goods. Apple Corps and its licensees have expended significant resources promoting the BEATLES Marks and products bearing the BEATLES Marks on the Internet, and via its official website, www.thebeatlesstore.com. Apple Corps' prominent use of the BEATLES Marks has further enhanced the BEATLES Marks' recognition and fame with members of the consuming public. In the last few years alone, Apple Corps has experienced substantial sales of its high quality goods.

23. The worldwide popularity of the Beatles musical compositions, musical recordings, and the enormous sales of goods bearing the Beatles' name, have resulted in the widespread recognition of the "Beatles" brand. As a result of Apple Corps' use, promotion and advertisement of the Beatles brand, members of the consuming public readily identify merchandise bearing or sold under the BEATLES Marks as being quality merchandise sponsored and approved by Apple Corps.

24. Accordingly, the BEATLES Marks are among the most widely recognized trademarks in the United States, and the trademarks have achieved substantial secondary meaning as identifiers of quality goods.

25. Apple Corps' has carefully monitored and policed the use of the BEATLES Marks and has never assigned or licensed the BEATLES Marks to any of the Defendants in this matter.

26. Genuine goods bearing the BEATLES Marks are widely legitimately advertised, promoted, and offered for sale by Apple Corps, and its authorized licensees, via the Internet. Visibility on the Internet, particularly via Internet search engines such as Google, Yahoo!, and Bing has become increasingly important to Apple Corps' overall marketing and consumer education efforts. Thus, Apple Corps expends significant resources on Internet marketing and consumer education which allow Apple Corps and its authorized licensees to fairly and legitimately educate consumers about the value associated with the BEATLES Marks and the goods sold thereunder.

Subafilms' Trademark Rights

27. Subafilms is the owner of all rights in and to the trademark identified on Schedule "C" hereto (collectively, the "YELLOW SUBMARINE Mark"), which is valid and registered on the Principal Register of the United States Patent and Trademark Office. The YELLOW SUBMARINE Mark is used in connection with the manufacture and distribution of quality goods in the classes also identified on Schedule "C." A true and correct copy of the Certificate of Registration for the YELLOW SUBMARINE Mark is attached hereto as Composite Exhibit "2."

28. The YELLOW SUBMARINE Mark has been extensively and continuously used in interstate commerce to identify and distinguish a variety of quality goods. The YELLOW SUBMARINE Mark has been in use by Subafilms since long before the Defendants' use of counterfeits of the YELLOW SUBMARINE Mark.

29. The YELLOW SUBMARINE Mark is a symbol of Subafilms' quality, reputation and enormous goodwill and has never been abandoned.

30. The YELLOW SUBMARINE Mark is well known and famous. Subafilms and its licensees have expended significant resources in developing, advertising, and otherwise promoting

the YELLOW SUBMARINE Mark. The YELLOW SUBMARINE Mark qualifies as a famous mark as that term is used in 15 U.S.C. §1125(c)(1).

31. Further, Subafilms and its licensees have extensively used, advertised, and promoted the YELLOW SUBMARINE Mark in the United States in association with the sale of quality goods. Subafilms and its licensees have expended significant resources promoting the YELLOW SUBMARINE Mark and products bearing the YELLOW SUBMARINE Mark, on the Internet via the website, www.thebeatlesstore.com. Subafilms' prominent use of the YELLOW SUBMARINE Mark has further enhanced the YELLOW SUBMARINE Mark's recognition and fame with members of the consuming public. In the last few years alone, Subafilms has experienced substantial sales of its high quality goods.

32. As a result of Subafilms' efforts, members of the consuming public readily identify merchandise bearing or sold under the YELLOW SUBMARINE Mark as being quality merchandise sponsored and approved by Subafilms.

33. Accordingly, the YELLOW SUBMARINE Mark is among the most widely recognized trademarks in the United States, and the trademark has achieved substantial secondary meaning as an identifier of high quality goods.

34. Subafilms' has carefully monitored and policed the use of the YELLOW SUBMARINE Mark and has never assigned or licensed the YELLOW SUBMARINE Mark to any of the Defendants in this matter.

35. Genuine goods bearing the YELLOW SUBMARINE Mark are widely legitimately advertised, promoted, and offered for sale by Subafilms through its authorized licensees via the Internet. Visibility on the Internet, particularly via Internet search engines such as Google, Yahoo!, and Bing has become increasingly important to Subafilms' overall marketing and consumer education efforts. Thus, Subafilms expends significant resources on Internet marketing and

consumer education which allow Subafilms and its authorized licensees to fairly and legitimately educate consumers about the value associated with the YELLOW SUBMARINE Mark and the goods sold thereunder.

Defendants' Infringing Activities

36. Upon information and belief, Defendants are promoting and advertising, distributing, selling, and/or offering for sale goods, including apparel for men, such as t-shirts, hats, clocks, cases for mobile telephones, pendants, cushion covers, wallets and handbags, in interstate commerce bearing counterfeit and infringing trademarks that are exact copies of the BEATLES Marks and/or YELLOW SUBMARINE Mark (the "Counterfeit Goods") through at least the Internet based e-commerce stores operating under the Seller IDs. Specifically, Defendants are using identical copies of the BEATLES Marks and/or YELLOW SUBMARINE Mark (collectively, "Plaintiffs' Marks") for different quality goods. Plaintiffs have used their respective Marks extensively and continuously before Defendants began offering goods using counterfeit and confusingly similar imitations of Plaintiffs' merchandise.

37. Defendants' Counterfeit Goods are of a quality substantially and materially different than that of Plaintiffs' respective, genuine goods. Defendants, upon information and belief, are actively using, promoting and otherwise advertising, distributing, selling and/or offering for sale substantial quantities of their Counterfeit Goods with the knowledge and intent that such goods will be mistaken for Plaintiffs' genuine quality goods despite Defendants' knowledge that they are without authority to use Plaintiffs' Marks. The net effect of Defendants' actions will cause confusion of consumers, at the time of initial interest, sale, and in the post-sale setting, who will believe Defendants' Counterfeit Goods are genuine goods originating from, associated with, and approved by Plaintiffs.

38. Defendants advertise their Counterfeit Goods for sale to the consuming public via e-commerce stores operating on, at least, one Internet marketplace website using, at least, the Seller IDs. In so advertising these goods, Defendants improperly and unlawfully use Plaintiffs' Marks without Plaintiffs' permission. The misappropriation of Plaintiffs' advertising ideas in the form of Plaintiffs' Marks is the proximate cause of damage to Plaintiffs.

39. As part of their overall infringement and counterfeiting scheme, Defendants are, upon information and belief, all employing and benefitting from substantially similar marketing strategies based, in large measure, upon an illegal use of counterfeits and infringements of Plaintiffs' Marks. Specifically, Defendants are using counterfeits and infringements of at least one of Plaintiffs' Marks in order to make their e-commerce stores selling illegal goods appear more relevant and attractive to consumers online. By their actions, Defendants have created an illegal marketplace operating in parallel to the legitimate marketplace for Plaintiffs' respective genuine goods. Defendants are causing concurrent and indivisible harm to Plaintiffs and the consuming public by (i) depriving Plaintiffs and other third parties of their right to fairly compete for space within search engine results and reducing the visibility of Plaintiffs' genuine goods on the World Wide Web, and (ii) causing an overall degradation of the value of the goodwill associated with Plaintiffs' Marks.

40. Upon information and belief, Defendants are concurrently targeting their counterfeiting and infringing activities toward consumers and causing harm within this district and elsewhere throughout the United States. As a result, Defendants are defrauding Plaintiffs and the consuming public for Defendants' own benefit.

41. Upon information and belief, at all times relevant hereto, Defendants in this action had full knowledge of Plaintiffs' respective ownership of Plaintiffs' Marks, including their

respective, exclusive rights to use and license such intellectual property and the goodwill associated therewith.

42. Defendants' use of Plaintiffs' Marks, including the promotion and advertisement, reproduction, distribution, sale and offering for sale of their Counterfeit Goods, is without Plaintiffs' consent or authorization.

43. Defendants are engaging in the above-described illegal counterfeiting and infringing activities knowingly and intentionally or with reckless disregard or willful blindness to Plaintiffs' rights for the purpose of trading on Plaintiffs' goodwill and reputation. If Defendants' intentional counterfeiting and infringing activities are not preliminarily and permanently enjoined by this Court, Plaintiffs and the consuming public will continue to be harmed.

44. Defendants' above identified infringing activities are likely to cause confusion, deception, and mistake in the minds of consumers, the public, and the trade before, during and after the time of purchase. Moreover, Defendants' wrongful conduct is likely to create a false impression and deceive customers, the public, and the trade into believing there is a connection or association between Plaintiffs' respective, genuine goods and Defendants' Counterfeit Goods, which there is not.

45. Upon information and belief, Defendants' payment and financial accounts are being used by Defendants to accept, receive, and deposit profits from Defendants' trademark counterfeiting and infringing and unfairly competitive activities connected to their Seller IDs and any other alias seller identification names being used and/or controlled by them.

46. Further, upon information and belief, Defendants are likely to transfer or secret their assets to avoid payment of any monetary judgment awarded to Plaintiffs.

47. Plaintiffs have no adequate remedy at law.

48. Plaintiffs are suffering irreparable and indivisible injury and have suffered substantial damages as a result of Defendants' unauthorized and wrongful use of Plaintiffs Marks. If Defendants' counterfeiting and infringing, and unfairly competitive activities are not preliminarily and permanently enjoined by this Court, Plaintiffs and the consuming public will continue to be harmed.

49. The harm and damages sustained by Plaintiffs have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offers to sell, and sale of their Counterfeit Goods.

COUNT I - TRADEMARK COUNTERFEITING AND INFRINGEMENT
PURSUANT TO § 32 OF THE LANHAM ACT (15 U.S.C. § 1114)

50. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 49 above.

51. This is an action for trademark counterfeiting and infringement against Defendants based on their use of counterfeit and confusingly similar imitations of Plaintiffs' Marks in commerce in connection with the promotion, advertisement, distribution, offering for sale and sale of the Counterfeit Goods.

52. Defendants are promoting and otherwise advertising, selling, offering for sale, and distributing goods using counterfeits and/or infringements of one or more of Plaintiffs' Marks. Defendants are continuously infringing and inducing others to infringe Plaintiffs' Marks by using them to advertise, promote and sell counterfeit and infringing goods.

53. Defendants' concurrent counterfeiting and infringing activities are likely to cause and actually are causing confusion, mistake, and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' Counterfeit Goods.

54. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiffs and are unjustly enriching Defendants with profits at Plaintiffs' expense.

55. Defendants' above-described illegal actions constitute counterfeiting and infringement of Plaintiffs' Marks in violation of Plaintiffs' respective rights under § 32 of the Lanham Act, 15 U.S.C. § 1114.

56. Plaintiffs have suffered and will continue to suffer irreparable injury and damages due to Defendants' above described activities if Defendants are not preliminarily and permanently enjoined. Additionally, Defendants will continue to wrongfully profit from their illegal activities.

COUNT II - FALSE DESIGNATION OF ORIGIN
PURSUANT TO § 43(a) OF THE LANHAM ACT (15 U.S.C. § 1125(a))

57. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 49 above.

58. Upon information and belief, Defendants' Counterfeit Goods bearing, offered for sale and sold using copies of at least one of Plaintiffs' Marks have been widely advertised, offered for sale, and distributed throughout the United States via at least Internet marketplace websites.

59. Defendants' Counterfeit Goods bearing, offered for sale, and sold using copies of at least one of Plaintiffs' Marks are virtually identical in appearance to Plaintiffs' respective genuine goods. Accordingly, Defendants' activities are likely to cause confusion in the trade and among the general public as to at least the origin or sponsorship of their Counterfeit Goods.

60. Defendants, upon information and belief, have used in connection with their advertisement, offer for sale, and sale of their Counterfeit Goods, false designations of origin and false descriptions and representations, including words or other symbols and trade dress, which tend to falsely describe or represent such goods and have caused such goods to enter into commerce

with full knowledge of the falsity of such designations of origin and such descriptions and representations, all to Plaintiffs' detriment.

61. Defendants have authorized infringing uses of at least one of Plaintiffs' Marks in Defendants' advertisement and promotion of their counterfeit and infringing branded goods. Defendants have misrepresented to members of the consuming public that the Counterfeit Goods being advertised and sold by them are genuine, non-infringing goods.

62. Additionally, Defendants are using counterfeits and infringements of Plaintiffs' Marks in order to unfairly compete with Plaintiffs and others for space within search engine organic results, thereby depriving Plaintiffs of a valuable marketing and educational tool which would otherwise be available to Plaintiffs and reducing the visibility of Plaintiffs' respective, genuine goods on the World Wide Web.

63. Defendants' above-described actions are in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

64. Plaintiffs have no adequate remedy at law and have sustained indivisible injury and damage caused by Defendants' concurrent conduct. Absent an entry of an injunction by this Court, Defendants will continue to wrongfully reap profits and Plaintiffs will continue to suffer irreparable injury to their goodwill and business reputation, as well as monetary damages.

COUNT III - COMMON LAW UNFAIR COMPETITION.

65. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 49 above.

66. This is an action against Defendants based on their promotion, advertisement, distribution, sale and/or offering for sale of goods bearing marks that are virtually identical, both visually and phonetically, to Plaintiffs' Marks in violation of Florida's common law of unfair competition.

67. Defendants are promoting and otherwise advertising, selling, offering for sale and distributing goods bearing counterfeits and infringements of one or more of Plaintiffs' Marks. Defendants are also using counterfeits and infringements of Plaintiffs' Marks to unfairly compete with Plaintiffs and others for (1) space in search engine results across an array of search terms and (2) visibility on the World Wide Web.

68. Defendants' infringing activities are likely to cause and actually are causing confusion, mistake and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' products by their use of Plaintiffs' Marks.

69. Plaintiffs have no adequate remedy at law and are suffering irreparable injury and damages as a result of Defendants' actions.

COUNT IV - COMMON LAW TRADEMARK INFRINGEMENT

70. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 49 above.

71. This is an action for common law trademark infringement against Defendants based on their promotion, advertisement, offering for sale, and sale of their Counterfeit Goods bearing at least one of Plaintiffs' Marks. Plaintiffs are the respective owners of all common law rights in and to Plaintiffs' Marks.

72. Specifically, Defendants, upon information and belief, are manufacturing, promoting, and otherwise advertising, distributing, offering for sale, and selling goods bearing infringements of at least one of Plaintiffs' Marks.

73. Defendants' infringing activities are likely to cause and actually are causing confusion, mistake and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' Counterfeit Goods bearing Plaintiffs' Marks.

74. Plaintiffs have no adequate remedy at law and are suffering damages and irreparable injury as a result of Defendants' actions.

PRAYER FOR RELIEF

75. WHEREFORE, Plaintiffs demand judgment on all Counts of this Complaint and an award of equitable relief and monetary relief against Defendants as follows:

a. Entry of temporary, preliminary, and permanent injunctions pursuant to 15 U.S.C. § 1116 and Federal Rule of Civil Procedure 65 enjoining Defendants, their agents, representatives, servants, employees, and all those acting in concert or participation therewith, from manufacturing or causing to be manufactured, importing, advertising or promoting, distributing, selling or offering to sell their Counterfeit Goods; from infringing, counterfeiting, or diluting Plaintiffs' Marks; from using Plaintiffs' Marks, or any mark or trade dress similar thereto, in connection with the sale of any unauthorized goods; from using any logo, trade name or trademark or trade dress that may be calculated to falsely advertise the services or goods of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs; from falsely representing themselves as being connected with Plaintiffs, through sponsorship or association, or engaging in any act that is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants, are in any way endorsed by, approved by, and/or associated with Plaintiffs; from using any reproduction, counterfeit, infringement, copy, or colorable imitation of Plaintiffs Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants; from affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent Defendants' goods as being those of Plaintiffs, or in any way endorsed by Plaintiffs and from offering such goods in commerce; from engaging in search engine optimization strategies using

colorable imitations of Plaintiffs respective name or trademarks and from otherwise unfairly competing with Plaintiffs.

b. Entry of an Order requiring the Seller IDs, and any other alias seller identification names being used by Defendants to engage in the business of marketing, offering to sell and/or selling goods bearing counterfeits and infringements of Plaintiffs' Marks be disabled by the applicable governing Internet marketplace website.

c. Entry of an Order 28 U.S.C. § 1651(a), The All Writs Act, that, upon Plaintiffs' request, any Internet marketplace website operators and/or administrators who are provided with notice of the injunction, including but not limited to Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform, Amazon.com, Inc., Bonanza.com, Inc., eBay.com, and newegg.com, permanently remove any and all listings and associated images of goods bearing counterfeits and/or infringements of Plaintiffs' Marks via the e-commerce stores operating under the Seller IDs, including any and all listings and images of goods bearing counterfeits and/or infringements of Plaintiffs' Marks linked to the same seller or linked to any other alias seller identification name being used and/or controlled by Defendants to promote, offer for sale and/or sell goods bearing counterfeits and/or infringements of Plaintiffs' Marks.

d. Entry of an Order 28 U.S.C. § 1651(a), The All Writs Act, that, upon Plaintiffs' request, any Internet marketplace website operators and/or administrators who are provided with notice of the injunction, including but not limited to Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform, Amazon.com, Inc., Bonanza.com, Inc., eBay.com, and newegg.com, immediately cease fulfillment of and sequester all goods of each Defendant bearing one or more of Plaintiffs' Marks in its inventory, possession, custody, or control, and surrender those goods to Plaintiffs.

e. Entry of an Order requiring Defendants to account to and pay Plaintiffs for all profits and damages resulting from Defendants' trademark counterfeiting and infringing and unfairly competitive activities and that the award to Plaintiffs be trebled, as provided for under 15 U.S.C. §1117, or, at Plaintiffs' election with respect to Count I, that Plaintiffs be awarded statutory damages from each Defendant in the amount of two million dollars (\$2,000,000.00) per each counterfeit trademark used and product sold, as provided by 15 U.S.C. §1117(c)(2) of the Lanham Act.

f. Entry of an award pursuant to 15 U.S.C. § 1117 (a) and (b) of Plaintiffs' costs and reasonable attorneys' fees and investigative fees associated with bringing this action.

g. Entry of an Order 28 U.S.C. § 1651(a), The All Writs Act, that, upon Plaintiffs' request, any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, Alibaba.com Hong Kong Limited, Zhejiang Ant Small and Micro Financial Services Group Co., Ltd., AliPay (China) Internet Technology Co. Ltd., and Alipay.com Co., Ltd., Amazon Payments, Inc., PayPal, Inc., and their related companies and affiliates, identify and restrain all funds, up to and including the total amount of judgment, in all financial accounts and/or sub-accounts used in connection with the Seller IDs, alias seller identification names, or e-commerce store names used by Defendants presently or in the future, as well as any other related accounts of the same customer(s) and any other accounts which transfer funds into the same financial institution account(s), to be surrendered to Plaintiffs in partial satisfaction of the monetary judgment entered herein.

h. Entry of an award of pre-judgment interest on the judgment amount.

i. Entry of an Order for any further relief as the Court may deem just and proper.

DATED: March 28, 2018.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By:  _____

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SCHEDULE "A"
DEFENDANTS BY NUMBER AND SELLER ID

Def. No.	Defendant / Seller ID	Store Number / Amazon Seller ID Number
1	3W Store	3618072
2	Shop2960084 Store	3508066
3	Shop3212107 Store	3212107
4	ABLOOMBOX	A2NOEOHNP180GD
5	Aeneontrue	A1E0QNKODDM82G
6	Andre II.	A2268Z5VXFRXX6
7	Best USA	A324CQTVCDJDX9
8	DaMai	A27OXQXEBU6A8K
9	dayufangzhi	A2EBBPGX7SWFA5
10	Faddist Malls	A1G61U6DRS43IU
11	Feng CaiHua	A1IU4FC9F8Y7P1
12	GreenYY	A1QI1B63C7ZOQC
13	huangzhijian	A3V37WDE5C3ZCE
14	Marjory US	A2DSNHDJD16S47
15	Meng XiangPing	A12WHQF89MY20C
16	Oriental color	A1OES86989F7JF
17	RYMYoe	A2BAB1KUDFONKZ
18	Tc-gree	A37L3COE44LDH0
19	XinRui	A15F0WMQPM2HGS
20	Viga	A2L4C10R9YAQNQ
21	VivivalueDirect	A1O36X62NJT3C9
22	bijanvss	
23	cahyo_misro	
24	darwin_minral	
25	dimasenta	
26	eztlunyoo	
27	fadlianwar45	
28	firststike	
29	giftbazaar	
30	giftcenter88	
31	HAAPYVIRUS	
31	HAPPY_VIRUS	
32	Hat_Sepuloh	
33	herlinsaindah	
34	KangarooBag	

Def. No.	Defendant / Seller ID	Store Number / Amazon Seller ID Number
35	KATANI	
36	Key_Success	
37	Lima_Empat	
37	Bonzuser_Lima	
38	MarketShop	
39	Mr Cool	
39	mrcoolkl	
40	Pety_Fashion	
41	pusehet	
42	rohijoha	
43	santomat	
44	suhartik	
45	wiratmajabudi	
46	424729090	
46	Fashionable Woman show	
47	1987.melody	
47	welcome_melody_fashion_store	
48	2014iltome	
48	Thomas-Global-555	
49	alexcheung8	
49	click-to-win2009	
50	alexchow1822	
51	alphabet08	
52	ari.surya	
53	artsakhsell20	
54	barokahtanto	
55	beautyday2014	
56	bimayus	
56	Sling Bag Mania	
57	cao2018sz	
58	caselab	
59	casestore007	
60	charibukus2016	
61	corokan0p3l	
62	crazyourcaseme	
63	darkroomltd	
64	designyourcasebyme	
65	diytopy2014	

Def. No.	Defendant / Seller ID	Store Number / Amazon Seller ID Number
66	ecasehome	
67	endan_jaela	
68	fantastic_fly	
69	fokagust	
69	Fokagust Store	
70	gabriel.gn	
71	greensoc	
71	GreenSoc Mart	
72	happy-buy-2014	
73	isbj08-9	
73	Bag Bag and Beyond	
74	jianbingxia	
75	jye76324lsvw_0	
76	k201302	
77	lyly0304	
78	marlbo2011	
79	mengyinzon168-2	
79	Special Phone Case	
80	mikarmcase	
81	neon128shop	
82	njworldwide	
83	osg_store	
83	Ohanyan_Store	
83	OSG Accessories	
84	qingmeya_0	
84	CustomCapHat	
85	rainbowhouse2015	
86	runwayforyou	
86	Modern Fashion Tower	
87	sexywomanline	
87	Sexy Woman Line	
88	sukir.sukir	
89	sun-flower-star	
90	tanjungpra	
91	uniquecover1987	
91	Impressiveart	
92	veryhonestore	

Def. No.	Defendant / Seller ID	Store Number / Amazon Seller ID Number
93	xiaomintu55-8	
94	xijudianzitwo	
95	yuhaihong2017	
96	zaracos	
96	Zaracos House	
97	Mermaid	
98	Tomy's Shop	

SCHEDULE "B"
PLAINTIFF APPLE CORPS' FEDERALLY REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
THE BEATLES	1,752,120	February 16, 1993	IC 014 – Watches. IC 018 - Wallets. IC 025 - Headwear, sweatshirts, t-shirts, shirts.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
BEATLES	4,373,956	July 30, 2013	IC 009 – Snorkels, goggles, and masks for swimming; sandglass egg timers; downloadable electronic magazine featuring articles, quizzes, competitions, games, photographs, animation and video stills in the field of music and musical entertainment; exposed cinematographic and photographic film; photographic and cinematographic apparatus and instruments, namely, cinematographic film projectors, cinematographic film projection screens, photographic slide projection screens, apparatus for recording, transmission or reproduction of sound or images, namely, cd players; digital audio tape players; blank magnetic data carriers, blank floppy and hard recording computer discs; automatic vending machines; cash registers, calculators, data processors and computer hardware; musical sound and video recordings; motion picture films featuring music, musicians, caricatures, cartoons, animation, documentaries, biographies, interviews of individuals in the music and movie industry, fan interviews, movie and music reviews, drama and fiction; computer software, including virtual reality software, for use in entertainment, namely, for storing, displaying or playing music, images, animation, information in the field of music, games, and quiz games; computer software, including virtual reality software, that may be downloaded from a global computer network for storing, displaying or playing sound, music, images, digital books, magazines, games, ring tones, and screen savers, all in the field of musical sound and video recordings; computer software, including virtual reality software, that may be downloaded from a global computer network in the nature of applications for entertainment or learning, namely, software for displaying or playing music or images in the field of musical sound and video recordings;

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
			computer recording software for recording musical sounds and video images; computer game software; video game software; interactive entertainment software, including virtual reality software, for displaying or playing sound, music, images, digital books, magazines, games, ring tones, and screen savers; interactive entertainment software, namely, computer game software featuring music and images; educational software featuring instruction in music; video game cartridges and discs; interactive compact discs featuring music, musicians, caricatures, cartoons, animation, documentaries, biographies, interviews of individuals in the music and movie industry, fan interviews, movie and music reviews, drama and fiction; cd-roms featuring music, musicians, caricatures, cartoons, animation, documentaries, biographies, interviews of individuals in the music and movie industry, fan interviews, movie and music reviews, drama and fiction; magnetically encoded pre-paid telephone calling cards; sunglasses; decorative refrigerator magnets; photographic slide transparencies; digital photo frames for displaying digital photographic slide transparencies; radios; cases specially adapted for storing audio and video cassettes, computer discs, computer cartridges and computer cards; computer software featuring video games; racks specially adapted to hold video and audio cassettes, computer discs, cartridges and cards and computer game software; electrical apparatus for generating, processing and reproducing images, namely, portable music tape players, compact disc and digital audio players, portable personal digital video players, portable personal video disc players, and audio-visual musical juke boxes; computer keyboard accessories, namely, mouse pads and wrist rests in the form of pads for use with

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
			computers; neon signs; phonograph records featuring music, gramophone records featuring music; pre-recorded audio cassettes featuring music; audio compact discs featuring music; pre-recorded digital audio tapes featuring music; downloadable audio and video recordings featuring music; prerecorded digital versatile compact discs, video cassettes, video discs, interactive compact discs, and multimedia computer software recorded on cd-roms featuring music, films of musicians, caricatures, cartoons or animation; blank recordable audio cassettes, video cassettes, compact discs and video discs; blank discs for computers; computer game cartridges; computer game discs; video game cartridges; video game discs; computer software for use in creating virtual reality images for entertainment and educational purposes; virtual reality entertainment software for displaying or playing computer games, music, sound, images, and graphics; interactive virtual reality video game software; memory devices for computer game equipment, namely, disc memories, memory cards, secure digital memory cards, flash memory cards, and memories for use with computers in the form of tapes and cassettes, and computer chips; coin or token operated computer game equipment, namely, computer game discs; musical juke boxes; eyeglass cases; sunglass and eyeglass cords; computer mice and computer roller balls, namely, trackballs; radio receivers; video cassette recorders and players; audio cassette recorders and players; gramophone players; audio compact disc players; digital versatile compact disc players; video disc players; loudspeakers; photographic cameras; luminous signs; electric door bells; telephone apparatus, namely, telephones; telephone receivers, telephone answering machines, mobile telephones; cases for mobile

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
			telephones; cell phone covers; covers for mobile telephones, namely, fitted plastic films known as skins for covering and protecting electronic apparatus in the nature of mobile telephones; straps for mobile telephones; telephone call indicator lights and electro-mechanical shakers for detecting and signaling incoming telephone calls; mechanical and electric egg timers; boxes and cases specially adapted for holding audio cassettes, video cassettes, gramophone records, audio compact discs, audio mini discs, video discs, and interactive compact discs or cd-roms; and skateboard helmets. IC 014 - Jewelry boxes not of metal, including ceramic and porcelain jewelry boxes for trinkets; jewelry; horological and chronometric instruments, namely, watches and clocks; watch straps, cuff links, brooches, bracelets, bangles, earrings, pendants, medallions, trinkets being jewelry, charms being jewelry, rings being jewelry, tie pins, jewelers ornamental tie pins, lapel pins, tie clips, collectible non-monetary coins, ornamental pins; articles of precious metal and their alloys, and articles coated with precious metal and their alloys, namely, belt buckles for clothing, coasters, jewelry boxes, key rings, key chains; hat and shoe ornaments and key fobs all of precious metal; rings being jewelry; ornamental pins; cigarette and cigar cases; precious stones; semi-precious stones; statuettes and figurines of precious metal or precious stone or coated therewith; scale model vehicles, ships or submarines all made from, or coated with precious metal or precious stone. IC 018 - Goods made from leather or imitation leather, namely, waist pouches for carrying purses and wallets; luggage, carry on traveling bags, clutch bags, trunks, business card cases,

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
			rucksacks, backpacks, purses, wallets, key cases, luggage tags; billfolds, leather key fobs, key cases, umbrellas; bags, namely, handbags, shoulder bags, all purpose sports bags, barrel bags, carry-on flight bags, and duffel bags, suitcases, attaché cases, school bags, satchels, gym bags, beach bags and credit card cases; hand carry overnight cases of metal, plastic or resin; tote bags, including metal totes; textile shopping bags; identity card holders of leather and imitations of leather. IC 024 - Decorative window curtains of wood, reed, bamboo, beads or plastic; household linen; bed linen; bedspreads; table linen; table cloths not of paper; table mats not of paper; textile table napkins; coasters made of table linen or textile; unfitted fabric furniture covers; bed sheets, pillow cases, duvet covers; towels; face towels; face washing cloths; curtains; wall hanging of textile; cloth banners; cloth bunting; cloth flags; handkerchiefs; cushion covers; pre-cut textiles for making into cushions and cushion covers; traced cloths for embroidery.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
			IC 025 - Footwear and headgear, namely, hats and caps; clothing, namely, shirts, polo shirts, T-shirts, sweatshirts; sweatpants; jackets, coats; pullovers; vests; articles of underclothing, namely, underwear; shorts; scarves; silk pocket squares; neck-ties; braces in the nature of suspenders; belts; socks; long-sleeved shirts and long sleeved T-shirts; silk scarves; silk scarves in the shape of squares for wearing over the head or around the neck; pants; fleece tops; thermal tops; jerseys; baseball jerseys; hockey jerseys; sweaters; tank tops; waistcoats; trousers; golf shirts; golf pants; golf shoes; swim wear; beachwear; night gowns; pajamas; dressing gowns; bathrobes; bathing caps; head bands; slippers; beach shoes; sandals; clothing for toddlers, infants and babies, namely, rompers, shortalls, babies' sleep suits; cloth babies' bibs.

SCHEDULE "C"
PLAINTIFF SUBAFILMS' FEDERALLY REGISTERED TRADEMARK

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
YELLOW SUBMARINE	3,328,170	November 6, 2007	IC 009 - Musical sound and video recordings; gramophone records featuring music; audio compact discs featuring music; pre-recorded digital versatile discs featuring music; video discs featuring music, musicians, caricatures, cartoons or animation; motion picture films featuring music, musicians, caricatures, cartoons or animation; computer game software; video game software; interactive entertainment software for generating games, puzzles, images, musical entertainment, visual entertainment or movie clips; sunglasses; eyeglass cases; magnets; fridge magnets; mouse pads being accessories for keyboards; telephone apparatus, namely covers for mobile telephones; straps for mobile telephones; and downloadable sound and video records featuring music, musicians, caricatures, cartoons, animation, movie clips, album art or music memorabilia images provided over broadcast, communications, satellite and computer networks. IC 025 - Shirts; polo shirts; t-shirts; long-sleeved shirts and long-sleeved t-shirts; sweatshirts; jackets; pullovers; vests; scarves; pocket squares made of silk; neck-ties; hats; caps; sock; thermal tops; jerseys; sweaters; tank tops; pajamas; clothing for toddlers, infants and babies namely, one piece garments for infants and toddlers, sleep suits, t-shirts and long-sleeved t-shirts.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.

18-60656 CV-UU

APPLE CORPS LIMITED and SUBAFILMS
LIMITED,

Plaintiffs,

FILED UNDER SEAL

vs.

3W STORE, *et al*,

Defendants.

**SEALED ORDER GRANTING *EX PARTE* APPLICATION FOR ENTRY
OF TEMPORARY RESTRAINING ORDER**

THIS CAUSE came before the Court upon Plaintiffs' *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets (the "Application"). The Court has carefully reviewed the Application and the record and is otherwise fully advised in the premises.

By the instant Application, Plaintiffs, Apple Corps Limited and Subafilms Limited YETI Coolers, LLC (collectively "Plaintiffs") move *ex parte*, for entry of a temporary restraining order against Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants"), and an entry of an order restraining the financial accounts used by Defendants, pursuant to 15 U.S.C. § 1116 and Fed. R. Civ. P. 65, and The All Writs Act, 28 U.S.C. § 1651(a).

For the reasons set forth herein, Plaintiffs' *Ex Parte* Application for Temporary Restraining Order is **GRANTED**.

I. Factual Background¹

The Plaintiff, Apple Corps Limited, is the registered owner of the following trademarks, which are valid and registered on the Principal Register of the United States Patent and Trademark Office (the "BEATLES Marks").

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
THE BEATLES	1,752,120	February 16, 1993	IC 014 – Watches. IC 018 - Wallets. IC 025 - Headwear, sweatshirts, t-shirts, shirts.

¹ The factual background is taken from Plaintiffs' Complaint, *Ex Parte* Application for Temporary Restraining Order, and supporting Declarations submitted by Plaintiffs.

BEATLES	4,373,956	July 30, 2013	IC 009 - Telephone apparatus, namely, telephones; telephone receivers, telephone answering machines, mobile telephones; cases for mobile telephones; cell phone covers; covers for mobile telephones, namely, fitted plastic films known as skins for covering and protecting electronic apparatus in the nature of mobile telephones; straps for mobile telephones; telephone call indicator lights and electro-mechanical shakers for detecting and signaling incoming telephone calls; mechanical and electric egg timers; boxes and cases specially adapted for holding audio cassettes, video cassettes, gramophone records, audio compact discs, audio mini discs, video discs, and interactive compact discs or cd-roms. IC 014 - Jewelry boxes not of metal, including ceramic and porcelain jewelry boxes for trinkets; jewelry; horological and chronometric instruments, namely, watches and clocks; watch straps, cuff links, brooches, bracelets, bangles, earrings, pendants, medallions, trinkets being jewelry, charms being jewelry, rings being jewelry, tie pins, jewelers ornamental tie pins, lapel pins, tie clips, collectible non-monetary coins, ornamental pins; articles of precious metal and their alloys, and articles coated with precious metal and their alloys, namely, belt buckles for clothing, coasters, jewelry boxes, key rings, key chains; hat and shoe ornaments and key fobs all of precious metal; rings being jewelry; ornamental pins; cigarette and cigar cases; precious stones; semi-precious stones; statuettes and figurines of precious metal or precious

			stone or coated therewith; scale model vehicles, ships or submarines all made from, or coated with precious metal or precious stone. IC 018 - Goods made from leather or imitation leather, namely, waist pouches for carrying purses and wallets; luggage, carry on traveling bags, clutch bags, trunks, business card cases, rucksacks, backpacks, purses, wallets, key cases, luggage tags; billfolds, leather key fobs, key cases, umbrellas; bags, namely, handbags, shoulder bags, all purpose sports bags, barrel bags, carry-on flight bags, and duffel bags, suitcases, attaché cases, school bags, satchels, gym bags, beach bags and credit card cases; hand carry overnight cases of metal, plastic or resin; tote bags, including metal totes; textile shopping bags; identity card holders of leather and imitations of leather. IC 024 - Decorative window curtains of wood, reed, bamboo, beads or plastic; household linen; bed linen; bedspreads; table linen; table cloths not of paper; table mats not of paper; textile table napkins; coasters made of table linen or textile; unfitted fabric furniture covers; bed sheets, pillow cases, duvet covers; towels; face towels; face washing cloths; curtains; wall hanging of textile; cloth banners; cloth bunting; cloth flags; handkerchiefs; cushion covers; pre-cut textiles for making into cushions and cushion covers; traced cloths for embroidery. IC 025 - Footwear and headgear, namely, hats and caps; clothing, namely, shirts,

			polo shirts, T-shirts, sweatshirts; sweatpants; jackets, coats; pullovers; vests; articles of underclothing, namely, underwear; shorts; scarves; silk pocket squares; neck-ties; braces in the nature of suspenders; belts; socks; long-sleeved shirts and long sleeved T-shirts; silk scarves; silk scarves in the shape of squares for wearing over the head or around the neck; pants; fleece tops; thermal tops; jerseys; baseball jerseys; hockey jerseys; sweaters; tank tops; waistcoats; trousers; golf shirts; golf pants; golf shoes; swim wear; beachwear; night gowns; pajamas; dressing gowns; bathrobes; bathing caps; head bands; slippers; beach shoes; sandals; clothing for toddlers, infants and babies, namely, rompers, shortalls, babies' sleep suits; cloth babies' bibs.

(See Declaration of Paul Cole in Support of Plaintiffs' Application for Temporary Restraining Order ["Cole Decl."] ¶¶ 4-5; *see also* United States Trademark Registrations of the BEATLES Marks at issue attached as Composite Exhibit 1 to the Complaint. The BEATLES Marks are used in connection with the manufacture and distribution of quality goods in the categories identified above. (See *id.* ¶¶ 4-5.)

The Plaintiff, Subafilms Limited, is the registered owner of the following trademark, which is valid and registered on the Principal Register of the United States Patent and Trademark Office (the "YELLOW SUBMARINE Mark").

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
YELLOW SUBMARINE	3,328,170	November 6, 2007	IC 009 - Telephone apparatus, namely covers for mobile telephones; straps for mobile telephones. IC 025 - Shirts; polo shirts; t-shirts; long-sleeved shirts and long-sleeved t-shirts; sweatshirts; jackets; pullovers; vests; scarves; pocket squares made of silk; neckties; hats; caps; sock; thermal tops; jerseys; sweaters; tank tops; pajamas; clothing for toddlers, infants and babies namely, one piece garments for infants and toddlers, sleep suits, t-shirts and long-sleeved t-shirts.

(See Cole Decl. ¶¶ 10-11; see also United States Trademark Registrations of the YELLOW SUBMARINE Mark at issue attached as Composite Exhibit 2 to the Complaint. The YELLOW SUBMARINE Mark is used in connection with the manufacture and distribution of quality goods in the categories identified above. (See *id.* ¶¶ 10-11.)

Defendants, by operating e-commerce stores via the Internet marketplace platforms, AliExpress.com, Amazon.com, Bonanza.com, eBay.com, and newegg.com, under their seller identification names identified on Schedule "A" hereto (the "Seller IDs"),², have advertised,

² Defendant Numbers 1-3 operate their e-commerce stores via their respective Sellers IDs through the e-commerce marketplace platform AliExpress.com; Defendant Numbers 4-21 operate their e-commerce stores via their respective Sellers IDs through the e-commerce marketplace platform, Amazon.com; Defendant Numbers 22-45 operate their e-commerce stores via their respective Sellers IDs through the e-commerce marketplace platform, Bonanza.com;

promoted, offered for sale, or sold goods bearing what Plaintiffs have determined to be counterfeits, infringements, reproductions or colorable imitations of the BEATLES Marks and/or the YELLOW SUBMARINE Mark (collectively "Plaintiffs' Marks"). (*See* Cole Decl. ¶¶ 16-21; Declaration of Stephen Gaffigan in Support of Plaintiffs' Application for Temporary Restraining Order ["Gaffigan Decl."] ¶ 2; Declaration of Eric Rosaler in Support of Plaintiffs' Application for Temporary Restraining Order ["Rosaler Decl."] ¶ 4; Declaration of Kathleen Burns in Support of Plaintiffs' Application for Temporary Restraining Order ["Burns Decl."] ¶ 4.)

Although each Defendant may not copy and infringe Plaintiffs' trademarks for each category of goods protected, Plaintiffs have submitted sufficient evidence showing that each Defendant has infringed, at least, one or more of Plaintiffs' Marks. (*See* Cole Decl. ¶¶ 16-21.) Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of Plaintiffs' Marks. (*See id.* ¶¶ 16, 18-21, 24.)

Plaintiffs' counsel retained AED Investigations, Inc. ("AED"), and Invisible Inc ("Invisible"), both licensed private investigative firms, to investigate the promotion and sale of counterfeit and infringing versions of Plaintiffs' branded products by Defendants (*See* Cole Decl. ¶ 17; Rosaler Decl. ¶ 3; Burns Decl. ¶ 3; Gaffigan Decl. ¶ 2.) Through AliExpress.com, Amazon.com, Bonanza.com, eBay.com and newegg.com, AED and Invisible collectively accessed the Internet based e-commerce stores operating under the Seller IDs and placed orders from each Seller ID for the purchase of various products, all bearing counterfeits of, at least, one of Plaintiffs' trademarks at issue in this action, and requested each product to be shipped to one

Defendant Numbers 46-96 operate their e-commerce stores via their respective Sellers IDs through the e-commerce marketplace platform, e-Bay.com; and Defendant Numbers 97-98 operate their e-commerce stores via their respective Sellers IDs through the e-commerce marketplace platform, newegg.com.

of their addresses in the Southern District of Florida.³ (See Rosaler Decl. ¶ 4; Burns Decl. ¶ 4.) Each order was processed entirely online, and following the submission of the orders, AED and Invisible received information for finalizing payment for the various products ordered via Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform (i.e., “AliExpress”), and its related companies, Zhejiang Ant Small and Micro Financial Services Group Co., Ltd., AliPay (China) Internet Technology Co. Ltd., and Alipay.com Co., Ltd. (collectively referred to as “Alipay”),⁴ Amazon Payments, Inc.,⁵ or PayPal, Inc. (“PayPal”) to Defendants’ respective PayPal accounts. (*Id.*) At the conclusion of the process, the detailed web page captures and images of Plaintiffs’ branded products ordered via Defendants’ Seller IDs were sent to Plaintiffs’ representative for inspection. (See Cole Decl. ¶ 18; Gaffigan Decl. ¶ 2.)

Plaintiffs’ representative reviewed and visually inspected the detailed web page captures and images reflecting Plaintiffs’ branded products AED and Invisible ordered from Defendants through the Internet based e-commerce stores operating under their respective Seller IDs, and determined the products were not genuine versions of Plaintiffs’ goods. (See Cole Decl. ¶¶ 18-21.)

³ Although the product checkout page for Defendant Number 38 reflects multiple cushion covers marked numerically from 1-16, the actual cushion cover AED purchased is identified as Number 1. (See Rosaler Decl. ¶ 4, n.1.) Additionally, although the product checkout pages for Defendant Numbers 55 and 72 reflect multiple phone covers, the actual phone covers Invisible purchased are identified as “Pattern Number: Beatles.” (See Burns Decl. ¶ 4, n.1.)

⁴ Worldpay US, Inc. (“Worldpay”) processes transactions on behalf of Alibaba and Alipay, which may appear as “Aliexpress” on a cardholder’s credit card statement. (See Gaffigan Decl. ¶ 4.)

⁵ Amazon is an e-commerce marketplace that allows Defendants to conduct their commercial transactions privately via Amazon’s payment processing and retention service, Amazon Payments, Inc. As such, Defendants’ payment information is not publicly disclosed. However, because Amazon also operates as a money transmitter for sales made on Amazon, it has the ability to identify, and restrain, the payment accounts associated with each Defendant. (See Gaffigan Decl. ¶ 5.)

II. Legal Standard

In order to obtain a temporary restraining order, a party must demonstrate “(1) [there is] a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that the entry of the relief would serve the public interest.” *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005); *see also Levi Strauss & Co. v. Sunrise Int’l. Trading Inc.*, 51 F. 3d 982, 985 (11th Cir. 1995) (applying the test to a preliminary injunction in a Lanham Act case). Additionally, a court may only issue a temporary restraining order without notice to the adverse party or its attorney if:

(A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition [and] (B) the movant’s attorney certifies in writing any efforts made to give notice and the reasons why it should not be required.

Fed. R. Civ. P. 65(b)(1). *Ex parte* temporary restraining orders “should be restricted to serving their underlying purpose of preserving the status quo and preventing irreparable harm just so long as is necessary to hold a hearing, and no longer.” *Granny Goose Foods, Inc. v. Brotherhood of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cnty.*, 415 U.S. 423, 439 (1974).

III. Conclusions of Law

The declarations Plaintiffs submitted in support of their *Ex Parte* Application for Temporary Restraining Order support the following conclusions of law:

A. Plaintiffs have a very strong probability of proving at trial that consumers are likely to be confused by the Defendants’ advertisement, promotion, sale, offer for sale, or distribution of goods bearing counterfeits, reproductions, or colorable imitations of Plaintiffs

Marks, and that the products Defendants are selling and promoting are copies of Plaintiffs' products that bear copies of Plaintiffs' Marks.

B. Because of the infringement of Plaintiffs' Marks, Plaintiffs are likely to suffer immediate and irreparable injury if a temporary restraining order is not granted. The following specific facts, as set forth in Plaintiffs' Complaint, Application for Temporary Restraining Order, and accompanying declarations, demonstrate that immediate and irreparable loss, damage, and injury will result to the Plaintiffs and to consumers before the Defendants can be heard in opposition unless Plaintiffs' request for *ex parte* relief is granted:

1. Defendants own or control e-commerce stores via Internet marketplace platforms operating under their seller identification names which advertise, promote, offer for sale, and sell products bearing counterfeit and infringing trademarks in violation of Plaintiffs' rights;

2. There is good cause to believe that more counterfeit and infringing products bearing Plaintiffs' trademarks will appear in the marketplace; that consumers are likely to be misled, confused, and disappointed by the quality of these products; and that Plaintiffs may suffer loss of sales for their genuine products; and

3. There is good cause to believe that if Plaintiffs proceed on notice to the Defendants of this Application for Temporary Restraining Order, Defendants can easily and quickly transfer or modify e-commerce store data and content, change payment accounts, redirect consumer traffic to other seller identification names, and transfer assets and ownership of the seller identification names, thereby thwarting Plaintiffs' ability to obtain meaningful relief;

C. The balance of potential harm to Defendants in restraining their trade in counterfeit and infringing branded goods if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiffs reputation and goodwill if such relief is not issued.

D. The public interest favors issuance of the temporary restraining order to protect Plaintiffs' trademark interests and protect the public from being defrauded by the palming off of counterfeit products as Plaintiffs' genuine products.

E. Under 15 U.S.C. § 1117(a), Plaintiffs may be entitled to recover, as an equitable remedy, the illegal profits gained through Defendants' distribution and sales of goods bearing counterfeits and infringements of Plaintiffs' Marks. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) (quoting *Fuller Brush Products Co. v. Fuller Brush Co.*, 299 F.2d 772, 777 (7th Cir. 1962) ("An accounting of profits under § 1117(a) is not synonymous with an award of monetary damages: '[a]n accounting for profits . . . is an equitable remedy subject to the principles of equity.'")).

F. Requesting equitable relief "invokes the district court's inherent equitable powers to order preliminary relief, including an asset freeze, in order to assure the availability of permanent relief." *Levi Strauss & Co.*, 51 F.3d at 987 (11th Cir. 1995) (citing *Federal Trade Commission v. United States Oil and Gas Corp.*, 748 F.2d 1431, 1433-34 (11th Cir. 1984)).

G. In light of the inherently deceptive nature of the counterfeiting business, and the likelihood that the Defendants have violated federal trademark laws, Plaintiffs have good reason to believe Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless those assets are restrained.

Upon review of Plaintiffs' Complaint, *Ex Parte* Application for Temporary Restraining Order, and supporting evidentiary submissions, it is hereby

ORDERED that Plaintiffs' *Ex Parte* Application for Temporary Restraining Order is **GRANTED**, according to the terms set forth below:

TEMPORARY RESTRAINING ORDER

(1) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order are hereby temporarily restrained:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing Plaintiffs' Marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by the Plaintiffs; and
- b. From secreting, concealing, destroying, selling off, transferring, or otherwise disposing of: (i) any products, not manufactured or distributed by the Plaintiffs, bearing Plaintiffs' Marks, or any confusingly similar trademarks; or (ii) any evidence relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any products bearing Plaintiffs' Marks, or any confusingly similar trademarks.

(2) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue the use of Plaintiffs' Marks or any confusingly similar trademarks, on or in connection with all Internet based e-commerce stores owned and operated, or controlled by them, including the Internet based e-commerce stores operating under the Seller IDs;

(3) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue the use of Plaintiffs' Marks, or any confusingly similar trademarks within metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other

websites, from search engines' databases or cache memory, and any other form of use of such terms that are visible to a computer user or serves to direct computer searches to Internet based e-commerce stores registered, owned, or operated by any Defendant, including the Internet based e-commerce stores operating under the Seller IDs;

(4) Each Defendant shall not transfer ownership of the Internet based e-commerce stores under their Seller IDs during the pendency of this action, or until further order of the Court;

(5) Each Defendant shall preserve copies of all computer files relating to the use of any of the Internet based e-commerce stores website businesses under their Seller IDs and shall take all steps necessary to retrieve computer files relating to the use of the Internet based e-commerce stores under their Seller IDs that may have been deleted before the entry of this Order;

(6) Upon Plaintiffs request, any Internet marketplace website operators and/or administrators who are provided with notice of the injunction, shall immediately cease facilitating access during the pendency of this action, to any and all listings and associated images of the products bearing counterfeits and/or infringements of Plaintiffs' Marks used by the Defendants via the e-commerce stores operating under their respective Seller IDs;

(7) Upon receipt of notice of this Order, all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform ("AliExpress"), Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. ("Ant Financial Services"), AliPay (China) Internet Technology Co. Ltd. and Alipay.com Co., Ltd. (collectively, "Alipay"), Worldpay US, Inc. ("Worldpay"), Amazon Payments, Inc.

("Amazon"),⁶ and PayPal, Inc. ("PayPal")⁷, and their related companies and affiliates shall (i) immediately identify all financial accounts and/or sub-accounts associated with the Internet based e-commerce stores operating under the Seller IDs and/or the e-mail addresses identified on Schedule "A" hereto, as well as any other related accounts of the same customer(s); (ii) identify all other accounts which transfer funds into the exact same financial institution account(s) or any of the other financial accounts subject to this Order; and (iii) restrain the transfer of all funds, as opposed to ongoing account activity, held or received for their benefit or to be transferred into their respective financial accounts, and any other financial accounts tied thereto; and (iv) immediately divert those restrained funds to a holding account for the trust of the Court.

(8) Upon receipt of notice of this Order, all financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms receiving notice of this Order, including but not limited to, AliExpress, Ant Financial Services, Alipay, Worldpay, Amazon, PayPal, and their related companies and affiliates, shall further, within five business days of receiving this Order, provide Plaintiffs' counsel with all data that details (i) an accounting of the total funds restrained and identifies the financial account(s) and sub-account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) and sub-account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners or the financial institutions until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by

⁶ Amazon is licensed to do business in the State of Florida by the Florida Office of the Controller and is therefore subject to personal jurisdiction in this Court. (See Gaffigan Decl. ¶ 5.)

⁷ PayPal is licensed to do business in the State of Florida by the Florida Office of the Controller and is therefore subject to personal jurisdiction in this Court. (See Gaffigan Decl. ¶ 6.)

any financial institution, payment processor, bank, escrow service, money transmitter, or marketplace website, including but not limited to, AliExpress, Ant Financial Services, Alipay, Worldpay, Amazon, PayPal, and their related companies and affiliates for any purpose (other than pursuant to a chargeback made pursuant to their security interest in the funds) without the express authorization of this Court;

(9) This Order shall apply to the Seller IDs, associated e-commerce stores, and any other seller identification names, e-commerce stores, or financial accounts which are being used by the Defendants for the purpose of counterfeiting Plaintiffs' Marks at issue in this action and/or unfairly competing with the Plaintiffs;

(10) Any Defendant or financial institution account holder subject to this Order may petition the Court to modify the asset restraint set out in this Order;

(11) This Order shall remain in effect until the date for the hearing on the Motion for Preliminary Injunction set forth below, or until such further dates as set by the Court or stipulated to by the parties;

BOND TO BE POSTED

(12) Pursuant to 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), Plaintiffs shall post a bond in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), as payment of damages to which Defendants may be entitled for a wrongful injunction or restraint, during the pendency of this action, or until further Order of the Court. In the Court's discretion, the bond may be subject to increase should an application be made in the interest of justice;

PRELIMINARY INJUNCTION

(13) A **hearing** is set before this Court in the United States Courthouse located at 299 East Broward Boulevard, Fort Lauderdale, Florida 33301, Courtroom 205F, on April, 11 th, 2017, at 10:00 A.M., at which time Defendants and/or any other affected persons may challenge the appropriateness of this Order and move to dissolve the same and at which time the Court will hear argument on Plaintiffs' requested preliminary injunction;

(14) After Plaintiffs' counsel has received confirmation from the financial institutions regarding the funds restrained as directed herein, Plaintiffs shall serve a copy of the Complaint, Application for Temporary Restraining Order, and this Order, on each Defendant via their corresponding e-mail address, or on each Defendant via their corresponding online contact form provided on the e-commerce stores operating under the Seller IDs, or by providing a copy of this Order by e-mail to the marketplace platform for each of the Seller IDs so that the marketplace platform, in turn, notifies each Defendant of the Order, or by other means reasonably calculated to give notice which is permitted by the Court. In addition, Plaintiffs shall post copies of the Complaint, Application for Temporary Restraining Order, and this Order, as well as all other documents filed in this action on the website located at <http://servingnotice.com/anu975/index.html> and shall provide the website address and a link to the website to the Defendants via e-mail/online contact form, and such notice so given shall be deemed good and sufficient service thereof. Plaintiffs shall continue to provide notice of these proceedings and copies of the documents on file in this matter to the Defendants by regularly updating the website located at <http://servingnotice.com/anu975/index.html>, or by other means reasonably calculated to give notice which is permitted by the Court;

(15) Additionally, for the purpose of providing additional notice of this proceeding, and all other pleadings, orders, and documents filed herein, the owners, operators and/or administrators of the Internet marketplace platforms, including but not limited to AliExpress.com, Amazon.com, Bonanza.com, eBay.com, and newegg.com, and/or financial institutions, payment processors, banks, escrow services, and money transmitters, including but not limited to AliExpress, Ant Financial Services, Alipay, Worldpay, Amazon or PayPal, and their related companies and affiliates shall, at Plaintiffs' request, provide Plaintiffs' counsel with any e-mail address known to be associated with the Defendants' respective Seller IDs;

(16) Any response or opposition to Plaintiffs' Motion for Preliminary Injunction must be filed and served on Plaintiffs' counsel by April 6th, 2018. Plaintiffs shall file any Reply Memorandum on or before April 9th, 2017. The above dates may be revised upon stipulation by all parties and approval of this Court. Defendants are hereby on notice that failure to appear at the hearing may result in the imposition of a preliminary injunction against them pursuant to 15 U.S.C. § 1116(d), Fed. R. Civ. P. 65, The All Writs Act, 28 U.S.C. § 1651(a), and this Court's inherent authority.

DONE AND ORDERED in Chambers in Fort ^{Miami} ~~Lauderdale~~, ~~Broward~~ County, Florida, this 28th day of Mar., 2018.


United States District Judge

Copies provided to:

Counsel of Record

**SCHEDULE A:
DEFENDANTS BY NUMBER, SELLER ID / STORE NUMBER, ASSOCIATED
PAYPAL ACCOUNT AND ADDITIONAL E-MAIL ADDRESSES**

Def. No.	Seller ID	Seller / Store ID Number / PayPal Account	Additional E-mail Address
1	3W Store	3618072	
2	Shop2960084 Store	3508066	
3	Shop3212107 Store	3212107	
4	ABLOOMBOX	A2NOEOHNP180GD	
5	Aeneontrue	A1E0QNKODDM82G	
6	Andre II.	A2268Z5VXFRXX6	
7	Best USA	A324CQTVCDJDX9	
8	DaMai	A27OXQXEBU6A8K	
9	dayufangzhi	A2EBBPGX7SWFA5	
10	Faddist Malls	A1G61U6DRS43IU	
11	Feng CaiHua	A1IU4FC9F8Y7P1	
12	GreenYY	A1Q11B63C7ZOQC	
13	huangzhijian	A3V37WDE5C3ZCE	
14	Marjory US	A2DSNHJDJD16S47	
15	Meng XiangPing	A12WHQF89MY20C	
16	Oriental color	A1OES86989F7JF	
17	RYMYoc	A2BAB1KUDFONKZ	
18	Tc-gree	A37L3COE44LDH0	
19	XinRui	A15F0WMQPM2HGS	
20	Viga	A2L4C10R9YAQNNQ	
21	VivivalueDirect	A1O36X62NJT3C9	
22	bijanvss	cuping77@gmail.com	
23	cahyo_misro	misro.c@yahoo.com	
24	darwin_minral	d.minral@gmail.com	

25	dimasenta	domosamsu@gmail.com	
26	eztlunyoo	taweztlunyoo@gmail.com	
27	fadlianwar45	fadlianwar45@yahoo.com	
28	firststike	firststrike212@gmail.com	
29	giftbazaar	mariacunnin@gmail.com	
30	giftcenter88	giftcenter88@hotmail.com	
31	HAAPYVIRUS a/k/a HAPPY VIRUS	fissiap12@gmail.com	
32	Hat Sepuloh	hat0302016@yahoo.com	
33	herlinsaindah	herlinsa.indah@gmail.com	
34	KangarooBag	SellerofDream@yandex.com	
35	KATANI	katyatg@outlook.com	
36	Key Success	key0332016@yahoo.com	
37	Lima_Empat a/k/a Bonzuser Lima	lima0042016@gmail.com	
38	MarketShop	jokopagut@gmail.com	
39	Mr Cool a/k/a mrcoolkl	virtualmetall@hotmail.com	
40	Pety Fashion	trankimtien84811031@gmail.com	
41	pusehet	baliropas@gmail.com	
42	rohijoha	milahlemot@gmail.com	
43	santomat	inantupilmain@gmail.com	
44	suhartik	suhartik2507@gmail.com	
45	wiratmajabudi	wiratmajabudi@yahoo.com	
46	424729090 a/k/a Fashionable Woman show	tr424729090@hotmail.com	
47	1987.melody a/k/a welcome_melody_fashio n_store	xudaming6615@outlook.com	
48	2014iltome a/k/a Thomas-Global-555	tomerr8023@gmail.com	
49	alexcheung8 a/k/a click- to-win2009	kobecheng84@gmail.com	
50	alexchow1822	alexchow182@yahoo.com.hk	

51	alphabet08	sailormercury8791@gmail.com	pebbylie@gmail.com
52	ari.surya	vangjanna@gmail.com	
53	artsakhsell20	katya.grigoryan.1997@mail.ru	
54	barokahtanto	tantoadid@gmail.com	pitungwong@gmail.com
55	beautyday2014	zhuqilie2014@163.com	
56	bimayus a/k/a Sling Bag Mania	bimayusep@gmail.com	
57	cao2018sz	chenshim2018@163.com	
58	caselab	arm.mikayelyan2@gmail.com	
59	casestore007	sev.kochar@mail.ru	
60	charibukus2016	charibukus@gmail.com	
61	corokan0p3l	kuncorok121@gmail.com	
62	crazyourcaseme	nananashui@126.com	
63	darkroomltd	denghui1987@outlook.com	
64	designyourcasebyme	nollybob@vip.163.com	
65	diytop2014	customdiy2013@hotmail.com	
66	ecasehome	icasehome@outlook.com	
67	endan_jaela	jaelanindang97@gmail.com	
68	fantastic_fly	BarbaraRhondaVinnny@gmail.com	
69	fokagust a/k/a Fokagust Store	irmawanade093@gmail.com	
70	gabriel.gn	gimongabriel@gmail.com	
71	greensoc a/k/a GreenSoc Mart	zainolcust@hotmail.com	
72	happy-buy-2014	zhengyoupeng2014@163.com	
73	isbj08-9 a/k/a Bag Bag and Beyond	isbj08@gmail.com	
74	jianbingxia	nicehouse@yahoo.com	
75	jye76324lsvw_0	jye76324lsvw@163.com	
76	k201302	odonku33@gmail.com	
77	lyly0304	lyl19890304@outlook.com	

78	marlbo2011	marlbo20@yahoo.com.hk	
79	mengyinzon168-2 a/k/a Special Phone Case	mengyinzong168@hotmail.com	
80	mikarmcase	araksya@auto-list.net	araksyacase@gmail.com
81	neon128shop	hotelboys@ymail.com	pripriase@yahoo.com.hk
82	njworldwide	njworldwide14@gmail.com	
83	osg_store a/k/a Ohanyan_Store a/k/a OSG Accessories	sergey.ohanyan1960@gmail.com	
84	qingmeya_0 a/k/a CustomCapHat	1744383885@qq.com	
85	rainbowhouse2015	rainbowhouse616@outlook.com	
86	runwayforyou a/k/a Modern Fashion Tower	2417401839@qq.com	
87	sexywomanline a/k/a Sexy Woman Line	yafei19900127@outlook.com	
88	sukir.sukir	sukirmanasep03@gmail.com	
89	sun-flower-star	sunflowercfl@foxmail.com	
90	tanjungpra	kikibasko@gmail.com	
91	uniquecover1987 a/k/a Impressiveart	impressivearts@outlook.com	
92	veryhonestore	veryhoneststore@yahoo.com.hk	
93	xiaomintu55-8	lianxian2018@hotmail.com	
94	xijudianzitwo	xijudianzi@outlook.com	
95	yuhaihong2017	kuaotemanzi@yahoo.com	
96	zaracos a/k/a Zaracos House	t.tangfqing@aol.com	
97	Mermaid	paypal@newegg.com	service@newegg.com
98	Tomy's Shop	paypal@newegg.com	service@newegg.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.

18-60656 CV-MC

APPLE CORPS LIMITED and
SUBAFILMS LIMITED,

Plaintiffs,

FILED UNDER SEAL

vs.

3W STORE, *et al.*,

Defendants.

**ORDER AUTHORIZING ALTERNATE SERVICE OF PROCESS ON
DEFENDANTS PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 4(f)(3)**

THIS CAUSE is before the Court upon Plaintiffs' *Ex Parte* Motion for Order Authorizing Alternate Service of Process on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3) (the "Motion"). The Court has carefully considered the Motion and is otherwise fully advised in the premises.

Plaintiffs seek an order granting alternative service of process on the Defendants in this action, all of which are foreign. Plaintiffs allege that the Defendants have established Internet-based businesses and utilize electronic means as a reliable forms of contact. Therefore, Plaintiffs seek to serve these Defendants by both email and website publication.

Rule 4(h)(2) for the Federal Rules of Civil Procedure (the "Rules") defines the contours of service upon foreign corporations and incorporates the service methods set forth regarding individuals in Rule 4(f). Rule 4(f)(3), in turn, provides that service may be accomplished "by other means not prohibited by international agreement, as the court orders." Alternative methods of service under Rule 4(f)(3) are available without first attempting service by other means. *Rio Props., Inc. v. Rio Int'l Interlink*, 284 F.3d 1007, 1015 (9th Cir. 2002). "So especially in a

circumstance where service upon a foreign corporation under Rule 4(f)(1) or 4(f)(2) has been cumbersome, district courts have broad discretion under Rule 4(f)(3) to authorize other methods of service that are consistent with due process and are not prohibited by international agreements.” *Brookshire Brothers, Ltd. v. Chiquita Brands Int’l, Inc.*, Case No. 05-CIV-21962, 2007 WL 1577771, at *2 (S.D. Fla. May 31, 2007) (citing *Prewitt Enters., Inc. v. Org. of Petroleum Exporting Countries*, 353 F.3d 916, 921, 927 (11th Cir. 2003)).

For the following reasons, the Court finds that alternative service of process under Rule 4(f)(3) is warranted. First, the Hague Convention does not specifically preclude e-mail and publication service. Where a signatory nation has objected to the alternative means of service provided by the Hague Convention, that objection is expressly limited to those means and does not represent an objection to other forms of service, such e-mail or publication. *Stat Med. Devices, Inc. v. HTL-Strefa, Inc.*, Case No. 15-cv-20590-FAM, 2015 U.S. Dist. LEXIS 122000 (S.D. Fla. Sept. 14, 2015) (noting that an objection to the alternative forms of service set forth in the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, Nov. 15, 1965, 658 U.N.T.S. 16, is limited to the specific forms of service objected to). A court acting under Rule 4(f)(3) therefore remains free to order alternative means of service where a signatory nation has not expressly objected to those means. *See Gurung v. Malhotra*, 279 F.R.D. 215, 219 (S.D.N.Y. 2011). Accordingly, the requested service methods are not prohibited by international agreement.

Second, Defendants have at least one known and operational email, and Plaintiffs have created a website for the sole purpose of providing notice of this action to Defendants, a link to which will be provided to Defendants’ known email accounts. Therefore, service via email and through website publication is “reasonably calculated, under all circumstances, to apprise

[Defendants] of the pendency of the action and afford them an opportunity to present their objections." *See Brookshire Brothers, Ltd.*, 2007 WL 1577771, at *1. Thus, the Court will exercise its discretion to allow service on the Defendants through email and website publication.

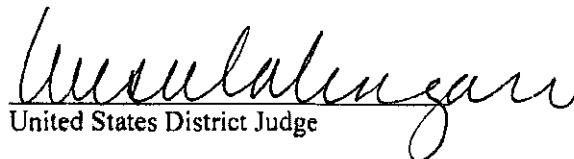
Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. The Motion is hereby **GRANTED**;
2. Pursuant to Rule 4(f)(3), Plaintiffs are permitted to serve the Summonses, Complaint, and all subsequent pleadings, filings, and discovery upon each Defendant via:

- a. e-mail provided by each Defendant as part of the data related to its e-commerce store, including customer service e-mail addresses and onsite contact forms, or via the e-commerce platform email for each of the e-commerce stores. *See* Schedule "A" attached to the Motion, which lists Defendants' Seller IDs and associated e-mails; and

- b. via publication by posting copies of the Summonses, Complaint, and all current and subsequent pleadings, filings, and discovery on Plaintiffs' Internet website appearing at <http://servingnotice.com/anu975/index.html>.

DONE AND ORDERED in Chambers in Fort Lauderdale, Broward County, Florida,
this 28th day of Mar, 2018.


United States District Judge

Copies provided to:

Counsel of Record

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 18-cv-60656-UU

APPLE CORPS LIMITED, *et al.*,

Plaintiffs,

v.

3 W STORE, *et al.*,

Defendants.

ORDER ADOPTING MAGISTRATE JUDGE'S REPORT AND RECOMMENDATION

THIS CAUSE comes before the Court upon the Report and Recommendation, issued by Magistrate Judge Patrick M. Hunt on April 11, 2018 (D.E. 26). Judge Hunt recommended that Plaintiffs' Motion for Preliminary Injunction (D.E.6) be granted.

The Parties' objections to the Report were due by April 25, 2018, (D.E. 25) and no party has filed objections. *See LoConte v. Dugger*, 847 F.2d 145 (11th Cir. 1988), *cert. denied*, 488 U.S. 958 (1988) (holding that failure to file timely objections bars the parties from attacking factual findings on appeal). The matter is thus ripe for disposition.

THIS COURT has made a *de novo* review of the entire file and record herein, and, being otherwise fully advised in the premises, it is hereby

ORDERED and ADJUDGED that the Magistrate Judge's Report and Recommendation, (D.E. 26), is RATIFIED, AFFIRMED and ADOPTED. It is further

ORDERED AND ADJUDGED that Plaintiffs' Motion for Preliminary Injunction (D.E. 6) is GRANTED pursuant to the terms set forth in the Report and Recommendation.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FT. LAUDERDALE DIVISION**

Case No.: 18-cv-60656-UNGARO/HUNT

APPLE CORPS LIMITED and
SUBAFILMS LIMITED,

Plaintiffs,

vs.

3W STORE, *et al*,

Defendants.

REPORT AND RECOMMENDATION
ON PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

THIS CAUSE is before this Court upon Plaintiffs' Apple Corps Limited and Subafilms Limited's Motion for Preliminary Injunction, ("Motion for Preliminary Injunction"), ECF No. 6, against Defendants¹ pursuant to 15 U.S.C. § 1116 and Fed. R. Civ. P. 65, and The All Writs Act, 28 U.S.C. § 1651(a), for alleged violations of the Lanham Act, 15 U.S.C. §§ 1114 and 1125(a). The Honorable Ursula Ungaro, United States District Judge, referred the Motion for Preliminary Injunction to the undersigned. ECF No. 9; see *also* 28 U.S.C. § 636(b); S.D. Fla. Mag. R. 1. The undersigned has carefully reviewed the pleadings, the record in this case, the applicable law and is otherwise fully advised in the premises.

The undersigned held a hearing on April 11, 2018, at which only counsel for Plaintiffs was present and available to present evidence supporting the Motion for Preliminary Injunction. Defendants have not responded to the Motion for Preliminary

¹ Defendants are the Individuals, Partnerships and Unincorporated Associations identified on Schedule "A" hereto.

Injunction, nor made any filing in this case, nor have the Defendants appeared in this matter either individually or through counsel. For the reasons more fully discussed below, the undersigned respectfully RECOMMENDS that Plaintiffs' Motion for Preliminary Injunction be GRANTED.

I. FACTUAL BACKGROUND²

The Plaintiff, Apple Corps Limited, is the owner of the following trademarks which are valid and registered on the Principal Register of the United States Patent and Trademark Office (collectively, the "BEATLES Marks").

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
THE BEATLES	1,752,120	February 16, 1993	IC 014 – Watches. IC 018 - Wallets. IC 025 - Headwear, sweatshirts, t-shirts, shirts.

² This factual background is taken from Plaintiffs' Complaint, ECF No. 1, Plaintiffs' Motion for Preliminary Injunction, ECF No. 6, and supporting evidentiary submissions. Plaintiffs filed declarations and exhibits annexed thereto in support of their Application for Temporary Restraining Order. The declarations are available in the docket at the following entries: Declaration of Paul Cole, ECF No. 6-6, Declaration of Stephen M. Gaffigan, ECF No. 6-13, Declaration of Eric Rosaler, ECF No. 6-2 and Declaration of Kathleen Burns, ECF No. 6-7.

BEATLES	4,373,956	July 30, 2013	IC 009 - Telephone apparatus, namely, telephones; telephone receivers, telephone answering machines, mobile telephones; cases for mobile telephones; cell phone covers; covers for mobile telephones, namely, fitted plastic films known as skins for covering and protecting electronic apparatus in the nature of mobile telephones; straps for mobile telephones; telephone call indicator lights and electro-mechanical shakers for detecting and signaling incoming telephone calls; mechanical and electric egg timers; boxes and cases specially adapted for holding audio cassettes, video cassettes, gramophone records, audio compact discs, audio mini discs, video discs, and interactive compact discs or cd-roms. IC 014 - Jewelry boxes not of metal, including ceramic and porcelain jewelry boxes for trinkets; jewelry; horological and chronometric instruments, namely, watches and clocks; watch straps, cuff links, brooches, bracelets, bangles, earrings, pendants, medallions, trinkets being jewelry, charms being jewelry, rings being jewelry, tie pins, jewelers ornamental tie pins, lapel pins, tie clips, collectible non-monetary coins, ornamental pins; articles of precious metal and their alloys, and articles coated with precious metal and their alloys, namely, belt buckles for clothing, coasters, jewelry boxes, key rings, key chains; hat and shoe ornaments and key fobs all of precious

			metal; rings being jewelry; ornamental pins; cigarette and cigar cases; precious stones; semi-precious stones; statuettes and figurines of precious metal or precious stone or coated therewith; scale model vehicles, ships or submarines all made from, or coated with precious metal or precious stone. IC 018 - Goods made from leather or imitation leather, namely, waist pouches for carrying purses and wallets; luggage, carry on traveling bags, clutch bags, trunks, business card cases, rucksacks, backpacks, purses, wallets, key cases, luggage tags; billfolds, leather key fobs, key cases, umbrellas; bags, namely, handbags, shoulder bags, all purpose sports bags, barrel bags, carry-on flight bags, and duffel bags, suitcases, attaché cases, school bags, satchels, gym bags, beach bags and credit card cases; hand carry overnight cases of metal, plastic or resin; tote bags, including metal totes; textile shopping bags; identity card holders of leather and imitations of leather. IC 024 - Decorative window curtains of wood, reed, bamboo, beads or plastic; household linen; bed linen; bedspreads; table linen; table cloths not of paper; table mats not of paper; textile table napkins; coasters made of table linen or textile; unfitted fabric furniture covers; bed sheets, pillow cases, duvet covers; towels; face towels; face washing cloths; curtains; wall hanging of textile; cloth banners;

			cloth bunting; cloth flags; handkerchiefs; cushion covers; pre-cut textiles for making into cushions and cushion covers; traced cloths for embroidery. IC 025 - Footwear and headgear, namely, hats and caps; clothing, namely, shirts, polo shirts, T-shirts, sweatshirts; sweatpants; jackets, coats; pullovers; vests; articles of underclothing, namely, underwear; shorts; scarves; silk pocket squares; neck-ties; braces in the nature of suspenders; belts; socks; long-sleeved shirts and long sleeved T-shirts; silk scarves; silk scarves in the shape of squares for wearing over the head or around the neck; pants; fleece tops; thermal tops; jerseys; baseball jerseys; hockey jerseys; sweaters; tank tops; waistcoats; trousers; golf shirts; golf pants; golf shoes; swim wear; beachwear; night gowns; pajamas; dressing gowns; bathrobes; bathing caps; head bands; slippers; beach shoes; sandals; clothing for toddlers, infants and babies, namely, rompers, shortalls, babies' sleep suits; cloth babies' bibs.

See ECF No. 6-6 ¶¶ 4-5. The BEATLES Marks are used in connection with the manufacture and distribution of quality goods in the categories identified above. See *id.*

The Plaintiff, Subafilms Limited, is the owner of the following trademark which is valid and registered on the on the Principal Register of the United States Patent and Trademark Office (the “YELLOW SUBMARINE Mark”).

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
YELLOW SUBMARINE	3,328,170	November 6, 2007	IC 009 - Telephone apparatus, namely covers for mobile telephones; straps for mobile telephones. IC 025 - Shirts; polo shirts; t-shirts; long-sleeved shirts and long-sleeved t-shirts; sweatshirts; jackets; pullovers; vests; scarves; pocket squares made of silk; neck-ties; hats; caps; sock; thermal tops; jerseys; sweaters; tank tops; pajamas; clothing for toddlers, infants and babies namely, one piece garments for infants and toddlers, sleep suits, t-shirts and long-sleeved t-shirts.

See ECF No. 6-6 ¶¶ 10-11. The YELLOW SUBMARINE Mark is used in connection with the manufacture and distribution of quality goods in the categories identified above. See *id.*

Defendants, by operating e-commerce stores via the Internet marketplace platforms, AliExpress.com, Amazon.com, Bonanza.com, eBay.com, and newegg.com, under their seller identification names identified on Schedule "A" hereto (the "Seller IDs")³, have advertised, promoted, offered for sale, or sold goods bearing what Plaintiffs

³ Defendant Numbers 1-3 operate their e-commerce stores via their respective Sellers IDs through the e-commerce marketplace platform AliExpress.com; Defendant Numbers 4-21 operate their e-commerce stores via their respective Sellers IDs through the e-commerce marketplace platform, Amazon.com; Defendant Numbers 22-45 operate their e-commerce stores via their respective Sellers IDs through the e-commerce marketplace platform, Bonanza.com; Defendant Numbers 46-96 operate their e-

have determined to be counterfeits, infringements, reproductions or colorable imitations of the BEATLES Marks and/or the YELLOW SUBMARINE Mark (collectively "Plaintiffs' Marks"). See ECF No. 6-6 ¶¶ 16-21; ECF No. 6-13 ¶ 2; ECF No. 6-2 ¶ 4; ECF No. 6-7 ¶ 4.

Although each Defendant may not copy and infringe Plaintiffs' trademarks for each category of goods protected, Plaintiffs have submitted sufficient evidence showing that each Defendant has infringed, at least, one or more of Plaintiffs' Marks. See ECF No. 6-6 ¶¶ 16-21. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of Plaintiffs' Marks. See *id.* ¶¶ 16, 18-21, 24.

Plaintiffs' counsel retained AED Investigations, Inc. ("AED"), and Invisible Inc. ("Invisible"), both licensed private investigative firms, to investigate the promotion and sale of counterfeit and infringing versions of Plaintiffs' branded products by Defendants. See ECF No. 6-6 ¶ 17; ECF No. 6-2 ¶ 3; ECF No. 6-7 ¶ 3; ECF No. 6-13 ¶ 2. Through AliExpress.com, Amazon.com, Bonanza.com, eBay.com and newegg.com, AED and Invisible collectively accessed the Internet based e-commerce stores operating under the Seller IDs and placed orders from each Seller ID for the purchase of various products, all bearing counterfeits of, at least, one of Plaintiffs' trademarks at issue in this action, and requested each product to be shipped to one of their addresses in the Southern District of Florida.⁴ See ECF No. 6-2. ¶ 4; ECF No. 6-7 ¶ 4. Each order was

commerce stores via their respective Sellers IDs through the e-commerce marketplace platform, e-Bay.com; and Defendant Numbers 97-98 operate their e-commerce stores via their respective Sellers IDs through the e-commerce marketplace platform, newegg.com.

⁴ Although the product checkout page for Defendant Number 38 reflects multiple cushion covers marked numerically from 1-16, the actual cushion cover AED purchased

processed entirely online, and following the submission of the orders, AED and Invisible received information for finalizing payment for the various products ordered via Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform (i.e., "AliExpress"), and its related companies, Zhejiang Ant Small and Micro Financial Services Group Co., Ltd., Alipay (China) Internet Technology Co. Ltd., and Alipay.com Co., Ltd. (collectively referred to as "Alipay"),⁵ Amazon Payments, Inc.,⁶ or PayPal, Inc. ("PayPal") to Defendants' respective PayPal accounts. See *id.* At the conclusion of the process, the detailed web page captures and images of Plaintiffs' branded products ordered via Defendants' Seller IDs were sent to Plaintiffs' representative for inspection. See ECF No. 6-6 ¶ 18; ECF No. 6-13 ¶ 2.

Plaintiffs' representative reviewed and visually inspected the detailed web page captures and images reflecting Plaintiffs' branded products AED and Invisible ordered from Defendants through the Internet based e-commerce stores operating under their respective Seller IDs, and determined the products were not genuine versions of Plaintiffs' goods. See ECF No. 6-6 ¶¶ 18-21.

is identified as Number 1. See ECF No. 6-2 ¶ 4, n.1. Additionally, although the product checkout pages for Defendant Numbers 55 and 72 reflect multiple phone covers, the actual phone covers Invisible purchased are identified as "Pattern Number: Beatles." See ECF No. 6-7 ¶ 4, n.1.

⁵ Worldpay US, Inc. ("Worldpay") processes transactions on behalf of Alibaba and Alipay, which may appear as "Aliexpress" on a cardholder's credit card statement. See ECF No. 6-13 ¶ 4.

⁶ Amazon is an e-commerce marketplace that allows Defendants to conduct their commercial transactions privately via Amazon's payment processing and retention service, Amazon Payments, Inc. As such, Defendants' payment information is not publicly disclosed. However, because Amazon also operates as a money transmitter for sales made on Amazon, it has the ability to identify, and restrain, the payment accounts associated with each Defendant. See ECF No. 6-13 ¶ 5.

On March 27, 2018, Plaintiffs filed their *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets. ECF No. 6. On March 28, 2018, the Court entered a Sealed Order Granting *Ex Parte* Application for Entry of Temporary Restraining Order, ECF No. 11, and temporarily restrained Defendants from infringing Plaintiffs' Marks at issue. The Temporary Restraining Order also directed AliPay, Amazon Payments, Inc. and PayPal to identify and restrain funds in payment accounts associated with Defendants and to divert those funds to a holding account. Pursuant to the March 28, 2018 Order, Plaintiffs properly served each Defendant with a copy of the *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets, the Court's March 28, 2018 Order, and all filings in this matter. Thereafter, Plaintiffs filed certificates of service confirming service on Defendants. ECF Nos. 21-23.

II. LEGAL STANDARD

To obtain a preliminary injunction, a party must demonstrate "(1) [there is] a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that the entry of the relief would serve the public interest." *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005); *see also Levi Strauss & Co. v. Sunrise Int'l. Trading Inc.*, 51 F. 3d 982, 985 (11th Cir. 1995) (applying the test to a preliminary injunction in a Lanham Act case).

III. ANALYSIS

The declarations Plaintiffs submitted in support of their Motion for Preliminary Injunction support the following conclusions of law:

A. Plaintiffs have a very strong probability of proving at trial that consumers are likely to be confused by the Defendants' advertisement, promotion, sale, offer for sale, or distribution of goods bearing counterfeits, reproductions, or colorable imitations of Plaintiffs Marks, and that the products Defendants are selling and promoting are copies of Plaintiffs' products that bear copies of Plaintiffs' Marks.

B. Because of the infringement of Plaintiffs' Marks, Plaintiffs are likely to suffer immediate and irreparable injury if a preliminary injunction is not granted. The following specific facts, as set forth in Plaintiffs' Complaint, Motion for Preliminary Injunction, and accompanying declarations demonstrate that immediate and irreparable loss, damage, and injury will result to the Plaintiffs and to consumers because it is more likely than not that:

1. The Defendants own or control e-commerce stores via Internet marketplace platforms operating under their seller identification names which advertise, promote, offer for sale, and sell products bearing counterfeit and infringing trademarks in violation of Plaintiffs' rights; and

2. There is good cause to believe that more counterfeit and infringing products bearing Plaintiffs' trademarks will appear in the marketplace; that consumers are likely to be misled, confused, and disappointed by the quality of these products; and that Plaintiffs may suffer loss of sales for their genuine products.

C. The balance of potential harm to Defendants in restraining their trade in counterfeit and infringing branded products if a preliminary injunction is issued is far outweighed by the potential harm to Plaintiffs, their reputations and goodwill as manufacturers and distributors of quality products, if such relief is not issued.

D. The public interest favors issuance of the preliminary injunction to protect Plaintiffs' trademark interests and protect the public from being defrauded by the palming off of counterfeit products as Plaintiffs' genuine products.

IV. RECOMMENDATION

For the foregoing reasons, the undersigned respectfully RECOMMENDS that Plaintiffs' Motion for Preliminary Injunction, ECF No. 6, be GRANTED as follows:

(1) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order are hereby restrained and enjoined until further order of this Court:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing Plaintiffs' Marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by the Plaintiffs; and
- b. From secreting, concealing, destroying, selling off, transferring, or otherwise disposing of: (i) any products, not manufactured or distributed by Plaintiffs, bearing Plaintiffs' Marks, or any confusingly similar trademarks; or (ii) any evidence relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any products bearing Plaintiffs' Marks, or any confusingly similar trademarks.

(2) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue, until further order of this Court, the use of Plaintiffs' Marks or any confusingly similar trademarks, on or in connection with all Internet based e-commerce stores owned and operated, or controlled by them including the Internet based e-commerce stores operating under the Seller IDs;

(3) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue, until further order of this Court, the

use of Plaintiffs' Marks, or any confusingly similar trademarks within metatags or other markers within website source code, from use on any web page (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and any other form of use of such terms which are visible to a computer user or serves to direct computer searches to Internet based e-commerce stores registered, owned, or operated by each Defendant, including the Internet based e-commerce stores operating under the Seller IDs;

(4) Each Defendant shall not transfer ownership of the Internet based e-commerce stores under their Seller IDs during the pendency of this Action, or until further order of the Court;

(5) Each Defendant shall continue to preserve copies of all computer files relating to the use of any of the Internet based e-commerce stores website businesses under their Seller IDs and shall take all steps necessary to retrieve computer files relating to the use of the Internet based e-commerce stores under their Seller IDs that may have been deleted before the entry of this Order;

(6) Upon Plaintiffs' request, any Internet marketplace website operators and/or administrators who are provided with notice of the injunction, shall, to the extent not already done, immediately cease facilitating access during the pendency of this action, to any and all listings and associated images of the products bearing counterfeits and/or infringements of Plaintiffs' Marks used by the Defendants via the e-commerce stores operating under their respective Seller IDs;

(7) Upon receipt of notice of this Order, all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, Alibaba.com Hong Kong Limited, which operates the

AliExpress.com platform ("AliExpress"), Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. ("Ant Financial Services"), Alipay (China) Internet Technology Co. Ltd. and Alipay.com Co., Ltd. (collectively, "Alipay"), Worldpay US, Inc. ("Worldpay"), Amazon Payments, Inc. ("Amazon"),⁷ and PayPal, Inc. ("PayPal")⁸, and their related companies and affiliates shall, to the extent not already done, (i) immediately identify all financial accounts and/or sub-accounts associated with the Internet based e-commerce stores operating under the Seller IDs and/or the e-mail addresses identified on Schedule "A" hereto, as well as any other related accounts of the same customer(s); (ii) identify all other accounts which transfer funds into the exact same financial institution account(s) or any of the other financial accounts subject to this Order; and (iii) restrain the transfer of all funds, as opposed to ongoing account activity, held or received for their benefit or to be transferred into their respective financial accounts, and any other financial accounts tied thereto; and (iv) immediately divert those restrained funds to a holding account for the trust of the Court;

(8) Upon receipt of notice of this Order, all financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms receiving notice of this Order, including but not limited to, AliExpress, Ant Financial Services, Alipay, Worldpay, Amazon, PayPal, and their related companies and affiliates, shall further, to the extent not already done, within five business days of receiving this Order, provide Plaintiffs' counsel with all data that details (i) an accounting of the

⁷ Amazon is licensed to do business in the State of Florida by the Florida Office of the Controller and is therefore subject to personal jurisdiction in this Court. See ECF No. 6-13 ¶ 5.

⁸ PayPal is licensed to do business in the State of Florida by the Florida Office of the Controller and is therefore subject to personal jurisdiction in this Court. See ECF No. 6-13 ¶ 6.

total funds restrained and identifies the financial account(s) and sub-account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) and sub-account(s) which have been restrained. No funds restrained by this Order shall be transferred or surrendered by any financial institution, payment processor, bank, escrow service, money transmitter, or marketplace website, including but not limited to, AliExpress, Ant Financial Services, Alipay, Worldpay, Amazon, PayPal, and their related companies and affiliates for any purpose (other than pursuant to a chargeback made pursuant to their security interest in the funds) without the express authorization of this Court;

(9) This Order shall apply to the Seller IDs, associated e-commerce stores, and any other seller identification names, e-commerce stores, or financial accounts which are being used by the Defendants for the purpose of counterfeiting Plaintiffs' Marks at issue in this action and/or unfairly competing with the Plaintiffs;

(10) Any Defendant or financial institution account holder subject to this Order may petition the Court to modify the asset restraint set out in this Order;

(11) Pursuant to 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), Plaintiffs shall maintain their previously posted bond in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), as payment of damages to which the Defendants may be entitled for a wrongful injunction or restraint, during the pendency of this action, or until further order of the Court. In the Court's discretion, the bond may be subject to increase should an application be made in the interest of justice;

(12) Additionally, for the purpose of providing additional notice of this proceeding, and all other pleadings, orders, and documents filed herein, the owners,

operators and/or administrators of the Internet marketplace websites, financial institutions, payment processors, banks, escrow services, and money transmitters, including but not limited to AliExpress.com, Amazon.com, Bonanza.com, eBay.com, newegg.com, AliExpress, Ant Financial Services, Alipay, Worldpay, Amazon or PayPal, and their related companies shall, to the extent not already done, at Plaintiffs' request, provide Plaintiffs' counsel with any e-mail address known to be associated with the Defendants' respective Seller IDs; and

(13) This Order shall remain in effect during the pendency of this action, or until such further dates as set by the Court or stipulated by the parties;

Within fourteen days after being served with a copy of this Report and Recommendation, any Party may serve and file written objections to any of the above findings and recommendations as provided by the Local Rules for this district. 28 U.S.C. § 636(b)(1); S.D. Fla. Mag. R. 4(b). The Parties are hereby notified that a failure to timely object waives the right to challenge on appeal the district court's order based on unobjected-to factual and legal conclusions contained in this Report and Recommendation. 11th Cir. R. 3-1 (2016); see *Thomas v. Arn*, 474 U.S. 140 (1985).

DONE AND SUBMITTED at Fort Lauderdale, Florida this 11th day of April, 2018.



PATRICK M. HUNT
UNITED STATES MAGISTRATE JUDGE

Copies furnished to:

The Honorable Ursula Ungaro

All counsel of record

SCHEDULE A:
DEFENDANTS BY NUMBER, SELLER ID / STORE NUMBER, ASSOCIATED
PAYPAL ACCOUNT AND ADDITIONAL E-MAIL ADDRESSES

Def. No.	Seller ID	Seller / Store ID Number / PayPal Account	Additional E-mail Address
1	3W Store	3618072	
2	Shop2960084 Store	3508066	
3	Shop3212107 Store	3212107	
4	ABLOOMBOX	A2NOEOHNP180GD	
5	Aeneontrue	A1E0QNKODDM82G	
6	Andre II.	A2268Z5VXFRXX6	
7	Best USA	A324CQTVCDJDX9	
8	DaMai	A27OXQXEUB6A8K	
9	dayufangzhi	A2EBBPGX7SWFA5	
10	Faddist Malls	A1G61U6DRS43IU	
11	Feng CaiHua	A1IU4FC9F8Y7P1	
12	GreenYY	A1QI1B63C7ZOQC	
13	huangzhijian	A3V37WDE5C3ZCE	
14	Marjory US	A2DSNHDJD16S47	
15	Meng XiangPing	A12WHQF89MY20C	
16	Oriental color	A1OES86989F7JF	
17	RYMYoe	A2BAB1KUDFONKZ	
18	Tc-gree	A37L3COE44LDH0	
19	XinRui	A15F0WMQPM2HGS	
20	Viga	A2L4C10R9YAQNQ	
21	VivivalueDirect	A1O36X62NJT3C9	
22	bijanvss	cuping77@gmail.com	
23	cahyo_misro	misro.c@yahoo.com	
24	darwin_minral	d.minral@gmail.com	
25	dimasenta	domosamsu@gmail.com	

26	eztlunyoo	taweztlunyoo@gmail.com	
27	fadlianwar45	fadlianwar45@yahoo.com	
28	firststike	firststrike212@gmail.com	
29	giftbazaar	mariacunnin@gmail.com	
30	giftcenter88	giftcenter88@hotmail.com	
31	HAAPYVIRUS a/k/a HAPPY_VIRUS	fissiap12@gmail.com	
32	Hat_Sepuloh	hat0302016@yahoo.com	
33	herlinsaindah	herlinsa.indah@gmail.com	
34	KangarooBag	SellerofDream@yandex.com	
35	KATANI	katyatg@outlook.com	
36	Key_Success	key0332016@yahoo.com	
37	Lima_Empat a/k/a Bonzuser_Lima	lima0042016@gmail.com	
38	MarketShop	jokopagut@gmail.com	
39	Mr Cool a/k/a mrcoolkl	virtualmetall@hotmail.com	
40	Pety_Fashion	trankimtien84811031@gmail.com	
41	pusehet	baliropas@gmail.com	
42	rohijoha	milahlemot@gmail.com	
43	santomat	inantupilmain@gmail.com	
44	suhartik	suhartik2507@gmail.com	
45	wiratmajabudi	wiratmajabudi@yahoo.com	
46	424729090 a/k/a Fashionable Woman show	tr424729090@hotmail.com	
47	1987.melody a/k/a welcome_melody_fash ion_store	xudaming6615@outlook.com	
48	2014iltome a/k/a Thomas-Global-555	tomer8023@gmail.com	
49	alexcheung8 a/k/a click-to-win2009	kobecheng84@gmail.com	
50	alexchow1822	alexchow182@yahoo.com.hk	
51	alphabet08	sailormercury8791@gmail.com	pebbylie@gmail.com

52	ari.surya	vangjanna@gmail.com	
53	artsakhsell20	katya.grigoryan.1997@mail.ru	
54	barokahtanto	tantoadid@gmail.com	pitungwong@gmail.com
55	beautyday2014	zhuqilie2014@163.com	
56	bimayus a/k/a Sling Bag Mania	bimayusep@gmail.com	
57	cao2018sz	chenshim2018@163.com	
58	caselab	arm.mikayelyan2@gmail.com	
59	casestore007	sev.kochar@mail.ru	
60	charibukus2016	charibukus@gmail.com	
61	corokan0p3l	kuncorok121@gmail.com	
62	crazyourcaseme	nananashui@126.com	
63	darkroomltd	denghui1987@outlook.com	
64	designyourcasebyme	nollybob@vip.163.com	
65	diytop2014	customdiy2013@hotmail.com	
66	ecasehome	icasehome@outlook.com	
67	endan_jaela	jaelanindang97@gmail.com	
68	fantastic_fly	BarbaraRhondaVinny@gmail.com	
69	fokagust a/k/a Fokagust Store	irmawanade093@gmail.com	
70	gabriel.gn	gimongabriel@gmail.com	
71	greensoc a/k/a GreenSoc Mart	zainolcust@hotmail.com	
72	happy-buy-2014	zhengyoupeng2014@163.com	
73	isbj08-9 a/k/a Bag Bag and Beyond	isbj08@gmail.com	
74	jianbingxia	nicehouse@yahoo.com	
75	jye76324lsvw_0	jye76324lsvw@163.com	
76	k201302	odonku33@gmail.com	
77	lyly0304	ly19890304@outlook.com	
78	marlbo2011	marlbo20@yahoo.com.hk	

79	mengyinzon168-2 a/k/a Special Phone Case	mengyinzong168@hotmail.com	
80	mikarmcase	araksya@auto-list.net	araksyacase@gmail.co m
81	neon128shop	hotelboys@ymail.com	pripriease@yahoo.com. hk
82	njworldwide	njworldwide14@gmail.com	
83	osg_store a/k/a Ohanyan_Store a/k/a OSG Accessories	sergey.ohanyan1960@gmail.co m	
84	qingmeya_0 a/k/a CustomCapHat	1744383885@qq.com	
85	rainbowhouse2015	rainbowhouse616@outlook.com	
86	runwayforyou a/k/a Modern Fashion Tower	2417401839@qq.com	
87	sexywomanline a/k/a Sexy Woman Line	yafei19900127@outlook.com	
88	sukir.sukir	sukirmanasep03@gmail.com	
89	sun-flower-star	sunflowercff@foxmail.com	
90	tanjungpra	kikibasko@gmail.com	
91	uniquecover1987 a/k/a Impressiveart	impressivearts@outlook.com	
92	veryhonestore	veryhoneststore@yahoo.com.hk	
93	xiaomintu55-8	lianxian2018@hotmail.com	
94	xijudianzitwo	xijudianzi@outlook.com	
95	yuhaihong2017	kuaotemanzi@yahoo.com	
96	zaracos a/k/a Zaracos House	t.tangfqing@aol.com	
97	Mermaid	paypal@newegg.com	service@newegg.com
98	Tomy's Shop	paypal@newegg.com	service@newegg.com

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

IRON MAIDEN HOLDINGS LTD.,

Plaintiff,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No.: 1:18-cv-522

COMPLAINT

Plaintiff Iron Maiden Holdings Ltd. ("IMHL" or "Plaintiff"), by its undersigned counsel, hereby complains of the Partnerships and Unincorporated Associations identified on Schedule A attached hereto (collectively, "Defendants"), and for its Complaint hereby alleges as follows:

JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051 et seq. 28 U.S.C. § 1338(a)–(b) and 28 U.S.C. § 1331. This Court has jurisdiction over the claims in this action that arise under the laws of the State of Illinois pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets consumers in the United States, including Illinois, through at least the fully interactive commercial Internet stores operating under the Defendant Domain Names and/or the Online

Marketplace Accounts identified in Schedule A attached hereto (collectively, the “Defendant Internet Stores”). Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of Plaintiff’s trademarks. Each of the Defendants has targeted sales from Illinois residents by operating online stores that offer shipping to the United States, including Illinois, accept payment in U.S. dollars and, on information and belief, has sold products bearing counterfeit versions of Plaintiff’s federally registered trademark to residents of Illinois. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Plaintiff substantial injury in the State of Illinois.

INTRODUCTION

3. This action has been filed by Plaintiff to combat online counterfeiters who trade upon Plaintiff’s reputation and goodwill by selling and/or offering for sale products in connection with Plaintiff’s IRON MAIDEN trademarks, which are covered by U.S. Trademark Registration Nos. 4,848,431; 3,840,031; 1,307,146; 1,306,972 and 1,308,370. The Registrations are valid, subsisting, and in full force and effect. A true and correct copy of the federal trademark registration certificates for the marks are attached hereto as Exhibit 1.

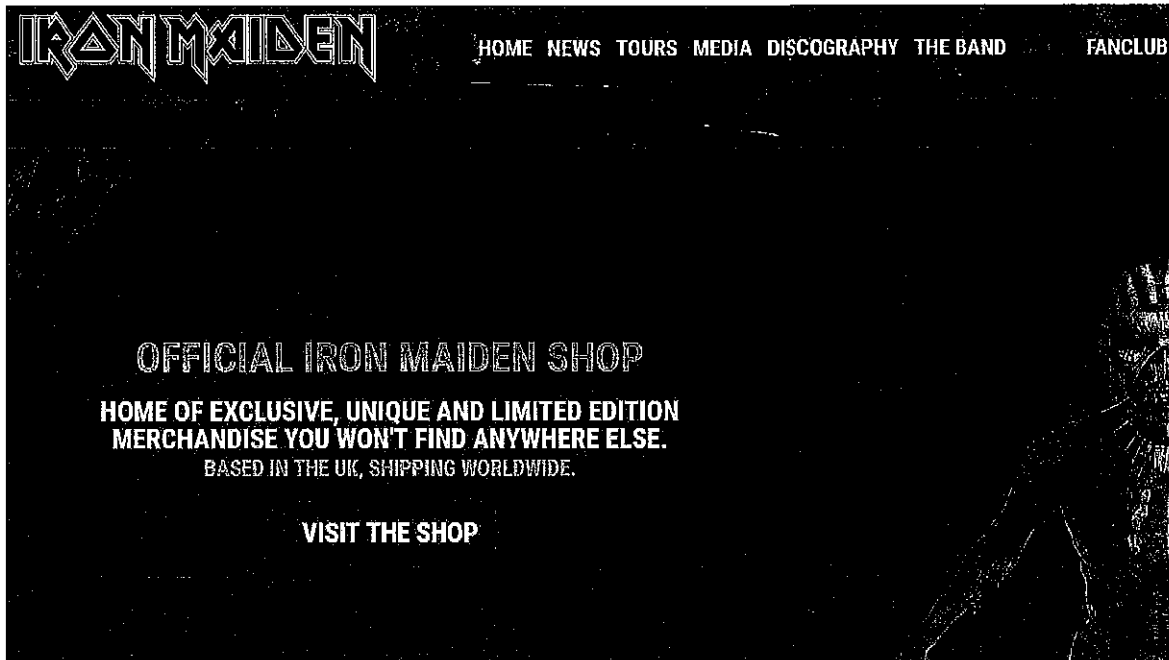
4. The Defendants create numerous Defendant Internet Stores and design them to appear to be selling genuine Plaintiff products, while selling inferior imitations of Plaintiff’s products. The Defendant Internet Stores share unique identifiers, such as design elements and similarities of the counterfeit products offered for sale, establishing a logical relationship between them and suggesting that Defendants’ illegal operations arise out of the same transaction, occurrence, or series of transactions or occurrences. Defendants attempt to avoid liability by going

to great lengths to conceal both their identities and the full scope and interworking of their illegal counterfeiting operation. Plaintiff is forced to file this action to combat Defendants' counterfeiting of Plaintiff's registered trademarks, as well as to protect unknowing consumers from purchasing unauthorized IRON MAIDEN products over the Internet. Plaintiff has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of its valuable trademarks as a result of Defendants' actions and seeks injunctive and monetary relief.

5. This Court has personal jurisdiction over each Defendant, in that each Defendant conducts significant business in Illinois and in this Judicial District, and the acts and events giving rise to this lawsuit of which each Defendant stands accused were undertaken in Illinois and in this Judicial District. In addition, each defendant has offered to sell and ship infringing products into this Judicial District.

THE PLAINTIFF

6. Plaintiff, Iron Maiden Holdings Ltd., is a Limited company having its principal place of business in the United Kingdom. It is associated with IRON MAIDEN, an English metal band formed in Leyton, East London, in 1975 by bassist and primary songwriter Steve Harris. Plaintiff is the official source of IRON MAIDEN products:



<https://ironmaiden.com/online-shop>

7. Since the initial launch of its original IRON MAIDEN brand products, Plaintiff's IRON MAIDEN marks are and have been the subject of continuous marketing and promotion by Plaintiff. Plaintiff has and continues to market and promote its IRON MAIDEN marks in the industry and to consumers.

8. The IRON MAIDEN trademarks are distinctive and identify the merchandise as goods from Plaintiff. The registrations for the IRON MAIDEN trademarks constitute prima facie evidence of their validity and of Plaintiff's exclusive right to use the IRON MAIDEN trademarks pursuant to 15 U.S.C. § 1057 (b).

9. The IRON MAIDEN trademarks have been continuously used and never abandoned.

10. Plaintiff has expended substantial time, money, and other resources in developing, advertising, and otherwise promoting the IRON MAIDEN trademarks. As a result, products

bearing the IRON MAIDEN trademarks are widely recognized and exclusively associated by consumers, the public, and the trade as being products sourced from Plaintiff.

THE DEFENDANTS

11. Defendants are individuals and business entities who, upon information and belief, reside in the People's Republic of China or other foreign jurisdictions. Defendants conduct business throughout the United States, including within Illinois and in this Judicial District, through the operation of the fully interactive commercial websites and online marketplaces operating under the Defendant Internet Stores. Each Defendant targets the United States, including Illinois, and has offered to sell and, on information and belief, has sold and continues to sell counterfeit IRON MAIDEN products to consumers within the United States, including Illinois and in this Judicial District.

THE DEFENDANTS' UNLAWFUL CONDUCT

12. The success of the IRON MAIDEN brand has resulted in its counterfeiting. Plaintiff has identified numerous domain names linked to fully interactive websites and marketplace listings on platforms such as iOffer and Aliexpress, including the Defendant Internet Stores, which were offering for sale, selling, and importing counterfeit IRON MAIDEN products to consumers in this Judicial District and throughout the United States. Defendants have persisted in creating the Defendant Internet Stores. Internet websites like the Defendant Internet Stores are estimated to receive tens of millions of visits per year and to generate over \$135 billion in annual online sales. According to an intellectual property rights seizures statistics report issued by Homeland Security, the manufacturer's suggested retail price (MSRP) of goods seized by the U.S. government in fiscal year 2013 was over \$1.74 billion, up from \$1.26 billion in 2012. Internet websites like the Defendant Internet Stores are also estimated to contribute to

tens of thousands of lost jobs for legitimate businesses and broader economic damages such as lost tax revenue every year.

13. Upon information and belief, Defendants facilitate sales by designing the Defendant Internet Stores so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers selling genuine IRON MAIDEN products. Many of the Defendant Internet Stores look sophisticated and accept payment in U.S. dollars via credit cards, Western Union and PayPal. Defendant Internet Stores often include images and design elements that make it very difficult for consumers to distinguish such counterfeit sites from an authorized website. Defendants further perpetuate the illusion of legitimacy by offering “live 24/7” customer service and using indicia of authenticity and security that consumers have come to associate with authorized retailers, including the McAfee® Security, VeriSign®, Visa®, MasterCard®, and PayPal® logos. Plaintiff has not licensed or authorized Defendants to use its IRON MAIDEN trademarks, and none of the Defendants are authorized retailers of genuine IRON MAIDEN products.

14. Upon information and belief, Defendants also deceive unknowing consumers by using the IRON MAIDEN trademarks without authorization within the content, text, and/or meta tags of their websites to attract various search engines crawling the Internet looking for websites relevant to consumer searches for IRON MAIDEN products. Additionally, upon information and belief, Defendants use other unauthorized search engine optimization (SEO) tactics and social media spamming so that the Defendant Internet Stores listings show up at or near the top of relevant search results and misdirect consumers searching for genuine IRON MAIDEN products. Further, Defendants utilize similar illegitimate SEO tactics to propel new domain names to the top of search results after others are shut down. As such, Plaintiff also seeks to disable Defendant

Domain Names owned by Defendants that are the means by which the Defendants could continue to sell counterfeit IRON MAIDEN products.

15. Defendants often go to great lengths to conceal their identities by often using multiple fictitious names and addresses to register and operate their massive network of Defendant Internet Stores. Other Defendant Domain Names often use privacy services that conceal the owners' identity and contact information. Upon information and belief, Defendants regularly create new websites and online marketplace accounts on various platforms using the identities listed in Schedule A to the Complaint, as well as other unknown fictitious names and addresses. Such Defendant Internet Store registration patterns are one of many common tactics used by the Defendants to conceal their identities, the full scope and interworking of their massive counterfeiting operation, and to avoid being shut down.

16. There are similarities among the Defendant Internet Stores. For example, some of the Defendant websites have virtually identical layouts, even though different aliases were used to register the respective domain names. In addition, the counterfeit IRON MAIDEN products for sale in the Defendant Internet Stores bear similarities and indicia of being related to one another, suggesting that the counterfeit IRON MAIDEN products were manufactured by and come from a common source and that, upon information and belief, Defendants are interrelated. The Defendant Internet Stores also include other notable common features, including use of the same domain name registration patterns, unique shopping cart platforms, accepted payment methods, check-out methods, meta data, illegitimate SEO tactics, HTML user-defined variables, domain redirection, lack of contact information, identically or similarly priced items and volume sales discounts, similar hosting services, similar name servers, and the use of the same text and images.

17. In addition to operating under multiple fictitious names, Defendants in this case and defendants in other similar cases against online counterfeiters use a variety of other common tactics to evade enforcement efforts. For example, counterfeiters like Defendants will often register new domain names or online marketplace accounts under new aliases once they receive notice of a lawsuit. Counterfeiters also often move website hosting to rogue servers located outside the United States once notice of a lawsuit is received. Rogue servers are notorious for ignoring take down demands sent by brand owners. Counterfeiters also typically ship products in small quantities via international mail to minimize detection by U.S. Customs and Border Protection. A 2012 U.S. Customs and Border Protection report on seizure statistics indicated that the Internet has fueled “explosive growth” in the number of small packages of counterfeit goods shipped through the mail and express carriers.

18. Further, counterfeiters such as Defendants typically operate multiple credit card merchant accounts and PayPal accounts behind layers of payment gateways so that they can continue operation in spite of Plaintiff’s enforcement efforts. Upon information and belief, Defendants maintain off-shore bank accounts and regularly move funds from their PayPal accounts to off-shore bank accounts outside the jurisdiction of this Court. Indeed, analysis of PayPal transaction logs from previous similar cases indicates that offshore counterfeiters regularly move funds from U.S.-based PayPal accounts to China-based bank accounts outside the jurisdiction of this Court.

19. Defendants, without any authorization or license from Plaintiff, have knowingly and willfully used and continue to use the IRON MAIDEN trademarks in connection with the advertisement, distribution, offering for sale, and sale of counterfeit IRON MAIDEN products into the United States and Illinois over the Internet. Each Defendant Internet Store offers

shipping to the United States, including Illinois, and, on information and belief, each Defendant has offered to sell counterfeit IRON MAIDEN products into the United States, including Illinois.

20. Defendants' use of the IRON MAIDEN trademarks in connection with the advertising, distribution, offering for sale, and sale of counterfeit IRON MAIDEN products, including the sale of counterfeit IRON MAIDEN products into Illinois, is likely to cause and has caused confusion, mistake, and deception by and among consumers and is irreparably harming Plaintiff.

COUNT I
TRADEMARK INFRINGEMENT AND COUNTERFEITING (15 U.S.C. § 1114)

21. Plaintiff repeats and incorporates by reference herein its allegations contained in the above paragraphs of this Complaint.

22. This is a trademark infringement action against Defendants based on their unauthorized use in commerce of counterfeit imitations of the registered IRON MAIDEN trademarks in connection with the sale, offering for sale, distribution, and/or advertising of infringing goods. The IRON MAIDEN trademarks are highly distinctive marks. Consumers have come to expect the highest quality from Plaintiff's products provided under the IRON MAIDEN trademarks.

23. Defendants have sold, offered to sell, marketed, distributed, and advertised, and are still selling, offering to sell, marketing, distributing, and advertising products in connection with the IRON MAIDEN trademarks without Plaintiff's permission.

24. Plaintiff is the exclusive owner of the IRON MAIDEN trademarks. Plaintiff's United States Registrations for the IRON MAIDEN trademarks (Exhibit 1) are in full force and effect. Upon information and belief, Defendants have knowledge of Plaintiff's rights in the

IRON MAIDEN trademarks, and are willfully infringing and intentionally using counterfeits of the IRON MAIDEN trademarks. Defendants' willful, intentional and unauthorized use of the IRON MAIDEN trademarks is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of the counterfeit goods among the general public.

25. Defendants' activities constitute willful trademark infringement and counterfeiting under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

26. Plaintiff has no adequate remedy at law, and if Defendants' actions are not enjoined, Plaintiff will continue to suffer irreparable harm to its reputation and the goodwill of its well-known IRON MAIDEN trademarks.

27. The injuries and damages sustained by Plaintiff have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offering to sell, and sale of counterfeit IRON MAIDEN products.

COUNT II
FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a))

28. Plaintiff repeats and incorporates by reference herein its allegations contained in the above paragraphs of this Complaint.

29. Defendants' promotion, marketing, offering for sale, and sale of counterfeit IRON MAIDEN products has created and is creating a likelihood of confusion, mistake, and deception among the general public as to the affiliation, connection, or association with Plaintiff or the origin, sponsorship, or approval of Defendants' counterfeit IRON MAIDEN products by Plaintiff.

30. By using the IRON MAIDEN trademarks in connection with the sale of counterfeit IRON MAIDEN products, Defendants create a false designation of origin and a

misleading representation of fact as to the origin and sponsorship of the counterfeit IRON MAIDEN products.

31. Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the counterfeit IRON MAIDEN products to the general public is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

32. Plaintiff has no adequate remedy at law and, if Defendants' actions are not enjoined, Plaintiff will continue to suffer irreparable harm to its reputation and the goodwill of its brand.

COUNT III
VIOLATION OF ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT
(815 ILCS § 510, et seq.)

33. Plaintiff repeats and incorporates by reference herein its allegations contained in the above paragraphs of this Complaint.

34. Defendants have engaged in acts violating Illinois law including, but not limited to, passing off their counterfeit IRON MAIDEN products as those of Plaintiff, causing a likelihood of confusion and/or misunderstanding as to the source of their goods, causing a likelihood of confusion and/or misunderstanding as to an affiliation, connection, or association with genuine IRON MAIDEN products, representing that their products have Plaintiff's approval when they do not, and engaging in other conduct which creates a likelihood of confusion or misunderstanding among the public.

35. The foregoing Defendants' acts constitute a willful violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS § 510, et seq.

36. Plaintiff has no adequate remedy at law, and Defendants' conduct has caused Plaintiff to suffer damage to its reputation and goodwill. Unless enjoined by the Court, Plaintiff will suffer future irreparable harm as a direct result of Defendants' unlawful activities.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1) 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 temporarily preliminarily, and permanently enjoined and restrained from:

- a. using the IRON MAIDEN trademarks or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine IRON MAIDEN product or is not authorized by Plaintiff to be sold in connection with the IRON MAIDEN trademarks;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine IRON MAIDEN product or any other product produced by Plaintiff that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the IRON MAIDEN trademarks;
- c. committing any acts calculated to cause consumers to believe that Defendants' counterfeit IRON MAIDEN products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing the IRON MAIDEN trademarks and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;

- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any Plaintiff trademarks, including the IRON MAIDEN trademarks, or any reproductions, counterfeit copies, or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit IRON MAIDEN products; and
- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the IRON MAIDEN trademarks or any reproduction, counterfeit copy or colorable imitation thereof that is not a genuine IRON MAIDEN product or not authorized by Plaintiff to be sold in connection with the IRON MAIDEN trademarks; and

2) That Defendants, within fourteen (14) days after service of judgment with notice of entry thereof upon them, be required to file with the Court and serve upon Plaintiff a written report under oath setting forth in detail the manner and form in which Defendants have complied with paragraph 1, a through h, above;

3) Entry of an Order that, at Plaintiff's choosing, the registrant of the Defendant Domain Names shall be changed from the current registrant to Plaintiff, and that the domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, shall

unlock and change the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection, and that the domain name registrars take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection; or that the same domain name registries shall disable the Defendant Domain Names and make them inactive and untransferable;

4) Entry of an Order that, upon Plaintiff's request, those in privity with Defendants and those with notice of the injunction, including any online marketplaces such as iOffer and Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall:

- a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit IRON MAIDEN products using the IRON MAIDEN trademarks, including any accounts associated with the Defendants listed on Schedule A;
- b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit IRON MAIDEN products using the IRON MAIDEN trademarks; and
- c. take all steps necessary to prevent links to the Defendant Domain Names identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index; and

5) That Defendants account for and pay to Plaintiff all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for

infringement of the IRON MAIDEN trademarks be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;

6) In the alternative, that Plaintiff be awarded statutory damages pursuant to 15 U.S.C. § 1117(c)(2) of \$2,000,000 for each and every use of the IRON MAIDEN trademarks;

7) That Plaintiff be awarded its reasonable attorneys' fees and costs; and

8) Award any and all other relief that this Court deems just and proper.

DATED: January 23, 2018

Respectfully submitted,

/s/ Keith A. Vogt

Keith A. Vogt, Esq. (Bar No. 6207971)

1033 South Blvd., Suite 200

Oak Park, Illinois 60302

Telephone: 708-203-4787

E-mail: keith@vogtip.com

ATTORNEY FOR PLAINTIFF

**Schedule “A” is attached to the
Preliminary Injunction Order**

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

IRON MAIDEN HOLDINGS LTD.,

Plaintiff,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No.: 1:18-cv-522

Judge Jorge L. Alonso

Magistrate Judge Maria Valdez

SEALED TEMPORARY RESTRAINING ORDER

THIS CAUSE being before the Court on Plaintiff, Iron Maiden Holdings Ltd.'s ("IMHL" or "Plaintiff") *Ex Parte* Motion for Entry of a Temporary Restraining Order, Including a Temporary Injunction, a Temporary Transfer of the Defendant Domain Names, a Temporary Asset Restraint, Expedited Discovery, and Service of Process by Email and/or Electronic Publication (the "Ex Parte Motion") against the defendants identified on Schedule A to the Complaint and attached hereto (collectively, the "Defendants") and using at least the domain names identified in Schedule A (the "Defendant Domain Names") and the online marketplace accounts identified in Schedule A (the "Online Marketplace Accounts"), and this Court having heard the evidence before it hereby GRANTS Plaintiff's Ex Parte Motion in its entirety.

This Court further finds that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois, offering to sell and ship products into this Judicial District. Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products

bearing counterfeit versions of the IRON MAIDEN Trademarks, IRON MAIDEN trademarks, which are covered by U.S. Trademark Registration Nos. 4,848,431; 3,840,031; 1,307,146; 1,306,972 and 1,308,370; and U.S. Trademark Serial No. 87/135,379.

This Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Plaintiff has presented specific facts in the Declaration of Paul Varley paragraphs 13-24, and the Declaration of Keith A. Vogt, paragraphs 5-11, and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Specifically, in the absence of an *ex parte* Order, Defendants could and likely would modify registration data and content, change hosts, redirect traffic to other websites in their control, and move any assets from accounts in U.S.-based financial institutions, including PayPal accounts, to offshore accounts. *Id.* As other courts have recognized, proceedings against those who deliberately traffic in counterfeit merchandise are often useless if notice is given to the adverse party. Accordingly, this Court orders that:

1. 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 temporarily enjoined and restrained from:

- a. using Plaintiff's IRON MAIDEN Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine IRON MAIDEN product or not authorized by Plaintiff to be sold in connection with Plaintiff's IRON MAIDEN Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine IRON MAIDEN product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's IRON MAIDEN Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing Plaintiff's IRON MAIDEN Trademarks and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's IRON MAIDEN Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit IRON MAIDEN Products; and

- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's IRON MAIDEN Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine IRON MAIDEN product or not authorized by Plaintiff to be sold in connection with Plaintiff's IRON MAIDEN Trademarks.

2. The domain name registries for the Defendant Domain Names, including, but not Limited to, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff's choosing:

- a. unlock and change the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or
- b. disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

3. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as iOffer and Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts

for the Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the IRON MAIDEN Trademarks, including any accounts associated with the Defendants listed on Schedule A;
- b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the IRON MAIDEN Trademarks; and
- c. take all steps necessary to prevent links to the Defendant Domain Names identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.

5. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' websites at the Defendant Domain Names or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as iOffer and Alibaba, advertisers, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including PayPal, Alibaba, Western Union, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to Plaintiff expedited

discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

- a. The identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
 - b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, the Defendant Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts and Defendant Domain Names;
 - c. Defendants' websites and/or any Online Marketplace Accounts;
 - d. The Defendant Domain Names or any domain name registered by Defendants;
and
 - e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Alibaba, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
6. Defendants and any persons in active concert or participation with them who have

actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

7. Western Union shall, within two (2) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the Defendants identified in Schedule A until further ordered by this Court.

8. PayPal, Inc. ("PayPal") shall, within two (2) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:

- a. Locate all accounts and funds connected to and related to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any PayPal accounts connected to and related to the information listed in Schedule A hereto and the email addresses identified in Exhibit 2 to the Declaration of Paul Varley; and
- b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

9. Amazon Payments, Inc. ("Amazon") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, identify and restrain all funds, as opposed to ongoing account activity, in or which hereafter are transmitted into the Amazon accounts related to Defendants as identified on Schedule "A" hereto, as well as all funds in or which are transmitted into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other Amazon accounts subject to this Order; and (iii) any other Amazon accounts tied to or used by any of the Seller IDs identified on Schedule "A" hereto; Amazon shall further, provide Plaintiff's counsel

with all data which details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by Amazon for any purpose (other than pursuant to a chargeback made pursuant to Amazon's security interest in the funds) without the express authorization of this Court;

10. ALIPAY US, INC. ("ALIPAY") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, identify and restrain all funds, as opposed to ongoing account activity, in or which hereafter are transmitted into the ALIPAY accounts related to Defendants as identified on Schedule "A" hereto, as well as all funds in or which are transmitted into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other ALIPAY accounts subject to this Order; and (iii) any other ALIPAY accounts tied to or used by any of the sellers identified on Schedule "A" hereto; ALIPAY shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by ALIPAY for any purpose (other

than pursuant to a chargeback made pursuant to ALIPAY's security interest in the funds) without the express authorization of this Court;

11. ContextLogic, Inc. ("WISH") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, identify and restrain all funds, as opposed to ongoing account activity, in or which hereafter are transmitted into the WISH accounts related to Defendants as identified on Schedule "A" hereto, as well as all funds in or which are transmitted into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other WISH accounts subject to this Order; and (iii) any other WISH accounts tied to or used by any of the sellers identified on Schedule "A" hereto; WISH shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by WISH for any purpose (other than pursuant to a chargeback made pursuant to WISH's security interest in the funds) without the express authorization of this Court;

12. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants' Online Marketplace Accounts or websites, shall within two (2) business days of receipt of this Order:

- a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but

not limited to, any accounts connected to the information listed in Schedule A hereto and the email addresses identified in Exhibit 2 to the Declaration of Paul Varley; and

- b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

13. Plaintiff may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website to which the Defendant Domain Names which are transferred to Plaintiff's control will redirect, or by sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of Paul Varley and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of "2015idhantz and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

14. Plaintiff's Complaint, Schedule A to the Complaint, Exhibit 2 to the Declaration of Paul Varley, and this Order shall remain sealed until Defendants' financial accounts are restrained. Plaintiff shall file unsealed versions of the Complaint, Schedule A to the Complaint, Exhibit 2 to the Declaration of Paul Varley, and this Order using the CM/ECF system prior to the

expiration of this Order. Plaintiff shall deposit with the Court Ten Thousand Dollars (\$10,000.00), either cash, cashier's check or surety bond, as security, which amount was determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

15. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

This Temporary Restraining Order without notice is entered at 10:00 a.m. on February 1, 2018, and shall remain in effect for fourteen (14) days.

ENTERED:

2/1/18

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by 'L. Alonso'.

Jorge L. Alonso
U.S. District Court Judge

**Schedule “A” is attached to the
Preliminary Injunction Order**

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

IRON MAIDEN HOLDINGS LTD.,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No.: 1:18-cv-522

Judge Jorge L. Alonso

Magistrate Judge Maria Valdez

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on IRON MAIDEN HOLDINGS LTD.'s ("IMHL") motion for a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff's Motion for Entry of a Preliminary Injunction in its entirety against the defendants identified in the Schedule A (collectively, the "Defendants").

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. "In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state)." *Am. Bridal & Prom Indus. Ass'n v. P'ships & Unincorporated Ass'ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase products using counterfeit

versions of Plaintiffs' Trademark. See Docket No. 12 which include screenshot evidence confirming that each Defendant Internet Store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the IRON MAIDEN trademarks, U.S. Trademark Registration Nos. 4,848,431; 3,840,031; 1,307,146; 1,306,972 and 1,308,370.

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order ("TRO") should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of IMHL's previously granted Motion for a Temporary Restraining Order establishes that IMHL has a likelihood of success on the merits; that no remedy at law exists; and that IMHL will suffer irreparable harm if the injunction is not granted.

Specifically, IMHL has proved a *prima facie* case of trademark infringement because (1) the IRON MAIDEN trademarks are a distinctive mark and registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use any of the IRON MAIDEN trademarks, and (3) Defendants' use of the IRON MAIDEN trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with IMHL. Furthermore, Defendants' continued and unauthorized use of the IRON MAIDEN trademarks irreparably harms IMHL through diminished goodwill and brand confidence, damage to IMHL's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, IMHL has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. 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 temporarily enjoined and restrained from:
 - a. using IMHL's IRON MAIDEN or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine IRON MAIDEN product or not authorized by IMHL to be sold in connection with IMHL's IRON MAIDEN trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine IRON MAIDEN product or any other product produced by IMHL, that is not IMHL's or not produced under the authorization, control or supervision of IMHL and approved by IMHL for sale under IMHL's IRON MAIDEN trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of IMHL, or are sponsored by, approved by, or otherwise connected with IMHL;
 - d. further infringing IMHL's IRON MAIDEN trademarks and damaging IMHL's goodwill;
 - e. otherwise competing unfairly with IMHL in any manner;
 - f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for IMHL, nor authorized by IMHL to be sold or offered for sale, and which bear any of IMHL's IRON

MAIDEN trademarks or any reproductions, counterfeit copies or colorable imitations thereof;

- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit IRON MAIDEN Products; and
 - h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing IMHL's IRON MAIDEN trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine IRON MAIDEN product or not authorized by IMHL to be sold in connection with IMHL's IRON MAIDEN trademarks.
- 2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within five (5) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at IMHL's choosing:
 - a. unlock and change the registrar of record for the Defendant Domain Names to a registrar of IMHL's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of IMHL's selection until further ordered by this Court; or

- b. disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.
- 4. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as Amazon, iOffer and Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:
 - a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the IRON MAIDEN trademarks, including any accounts associated with the Defendants listed on the Schedule A;
 - b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the IRON MAIDEN trademarks; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified on the Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
- 5. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' websites at the Defendant Domain Names or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as iOffer and Alibaba, advertisers,

Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including PayPal, Alibaba, Western Union, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to IMHL expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

- a. The identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, the Defendant Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts and Defendant Domain Names;
- c. Defendants' websites and/or any Online Marketplace Accounts;
- d. The Defendant Domain Names or any domain name registered by Defendants; and
- e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan

associations, payment processors or other financial institutions, including, without limitation, PayPal, WISH, Amazon, Alibaba, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

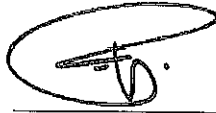
6. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
7. Western Union shall, within two (2) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the Defendants identified in the Schedule A until further ordered by this Court.
8. PayPal, Inc. ("PayPal"), ContextLogic, Inc. ("WISH") and Amazon Payments, Inc. ("Amazon") shall, within two (2) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:
 - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any PayPal, WISH and Amazon accounts connected to the information listed in the Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Paul Varley; and
 - b. Restrain and enjoin any such accounts or funds that are non-U.S. foreign based from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

9. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants' Online Marketplace Accounts or websites, shall within two (2) business days of receipt of this Order:
 - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any accounts connected to the information listed in the Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Paul Varley; and
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
10. IMHL may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website to which the Defendant Domain Names which are transferred to IMHL's control will redirect, or by sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of Paul Varley and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of "2015idhantz and all other Defendants identified in Complaint" the Schedule A that shall apply to all Defendants. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

11. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to IMHL or on shorter notice as set by this Court.
12. The \$10,000 bond posted by IMHL shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

ENTERED:

2/14/18

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by 'L. Alonso'.

Jorge L. Alonso
United States District Judge

SCHEDULE A

No.	DEFENDANTS
1	2015idhanz
2	AAJe's booth
3	abatzapparel
4	ace tees
5	Ade footwear
6	Adooer
7	AFA_98's booth
8	afifa
9	Agizz's booth
10	AliExpress for 88
11	alvaid2015
12	amdoutside
13	Andri_Tildi
14	angzulha
15	Anhui Zhenhao Import & Export Trade Co., Ltd.
16	apple_corp's booth
17	aprili
18	Artryst Official Store
19	Artsailing Paintings Store
20	awesome007
21	ayumaryoni's booth
22	babyonline_01
23	backpack-vany
24	BapUp Store
25	beautiful
26	Berlie Games
27	bersama2013
28	Bigaga Go Store
29	bigguylonghairshop
30	bigrock
31	big-shoulder-bags
32	bijanvss' booth
33	Billyy
34	bkksupershop
35	Black & White World
36	BlueDream Anime Store
37	bravo_store's booth
38	Brogs' booth

39	BTS Store
40	Bullzine buckle Store
41	burningchina
42	Canvas Painting Manufactuer
43	CanvasPainting Store
44	Case-Indo
45	champone001
46	China-01 Store
47	cos pajamas Store
48	cos-wigs
49	creativesmile
50	daanuaku 's booth
51	Daeng_Serang's booth
52	delcaw_ofwebxr
53	demlfen tshirt Store
54	DF Toyz
55	dikni_0
56	dimashitam
57	DPM ROCK HOUSE
58	dynamic_shirt's booth
59	eckoprasteeshop
60	ekfer_0
61	ellybetterbuy
62	E-LOV Store
63	eragalperi_0
64	estid88
65	Factory sale Movie jewelry
66	FAMILY CLOTHING
67	Fanny Fashion Bag
68	Fashion Cartoon Cosplay
69	Fashion wall painting
70	FeiFeiShangPu Store
71	ferdiarfin
72	flagshoc
73	FORUDESIGNS Customized Shoe&Bags Store
74	gengshirt Store
75	GLINDA Store
76	gomban663
77	goodheart
78	greencolor's booth

79	greensoc
80	Guangzhou Bingo Costumes Co., Ltd.
81	Guangzhou One Lucky Gifts Co., Ltd.
82	Guangzhou YuanHaoPengPeng Gift Co., Ltd.
83	guinpm99668
84	Hi painting Store
85	hksshop
86	Holosie Pakeni Store
87	Home Decor Craft Booth
88	Home Decorative oil painting wholesale
89	Honesty- shop
90	HotDeals88 Store
91	ibnpudj0
92	ISO 2007
93	ispiration
94	itikmegol
95	Jacky Art Store
96	jail_breakjz
97	Jiangxi Gift In Industrial Trade Co., Ltd.
98	Juliet Booth
99	k2n6
100	KaosanWae
101	kapa78
102	karetberkah
103	KATANI's booth
104	kidol
105	koiart08's booth
106	kolos_bm
107	Ku Beautiful Store
108	kuangtianyou8
109	kumala
110	laac
111	lalahome0418
112	leatherworker
113	leonsun5239
114	Let Go Store
115	liamuzaf-0
116	LimA Corner
117	Lima Empat
118	lisamona

119	live_prosper
120	lolapale21
121	Lone traveler Store
122	losicoe
123	LOSICOE Online Store
124	lovhes Shop
125	luckynut666
126	lukmanstore
127	maniacstore's booth
128	marcdiwoy-0
129	MartinWintersShop
130	Matteobenni Store
131	MenQuFuShi Store
132	Men's fashion the perfect wardrobe
133	mike81hellsangelscalifornia
134	milestone_33
135	ming877
136	Mini_2tone's booth
137	momentfrozen dropshipping Store
138	mongso2016
139	Monigo Store
140	mpjs clothing
141	MustofaA's booth
142	New_Design
143	newtonemusic
144	nimamiju11
145	No Label Cloth
146	notonlybuy
147	oLshop_me's booth
148	oranges Store
149	parikezeet
150	Patcholic
151	Pentagrama Industries
152	plafonatap
153	Platinumbay
154	post
155	postershop
156	posterss
157	prajho-v4nz49jyy
158	psrgelapbreatx's booth

159	punkycee
160	PUOEWJN I am Sim Store
161	QDYINA FLAGS STORE
162	rabbit8006
163	rebbcqia0
164	releon55
165	rifkapriyan0
166	rifkdarmawan
167	RJ-Factory Outlet Store Store
168	Rock Tang brand flagship store
169	romra9
170	ropi1235
171	Rosalia Collections
172	RTTMALL Store
173	saanasae-0
174	saialaura
175	samednic-0
176	SarnotoW's booth
177	save rukun
178	savegestore's booth
179	seagogo
180	seventh_kage
181	Sheng is all over the world Store
182	Shenzhen Sanbai International Trade Company Limited
183	Shenzhen Watercubic Technology Co., Ltd.
184	shiningstar201102
185	Shop3099026 Store
186	Shop3131042 Store
187	shopforman
188	shortcut2heaven
189	silk wall poster print
190	sinzhediejiaju
191	smartr3n1
192	Suci Agung
193	sugema clothing
194	sukseslaku
195	Summertime Store
196	Tattoo (ws)
197	Tees von Trael
198	tersanjung7

199	THE ASTRO BOY
200	The Fifth Element Experience Store
201	The LD Posters Store
202	The Vinyl Clock Store
203	thebestncheap
204	theredblankyu's booth
205	tomang1982
206	tonybestdeals
207	tshirtpro
208	tutistore
209	U and Me Tees
210	uncle Loong Store
211	Uni-Splendor 3D Clothes Store
212	utakatik
213	utopiaoffice Store
214	wandastoreid
215	weizmanmusic
216	wheetwhat-3
217	Wildbloods' booth
218	winter warm Store
219	woganditopur's booth
220	worldtrendstore
221	wristbandstore
222	wy-518
223	XGS DECAL Store
224	Xiamen Huili Beauty Co., Ltd.
225	xsquare 23
226	X-S-L Store
227	Yichun City Dongsheng Jewelry Co., Ltd.
228	yinzuosg
229	Yiwu City Kefeng Jewelry Co., Ltd.
230	Yiwu HongYu Printing Co., Limited
231	YOMERCH
232	YOYOYU ART HOME DECOR Cozy House Store
233	YS painting Store
234	Yuanmeng Men's Apparel Co., Ltd
235	YUBAN NA Store
236	yung lee's booth
237	yy0212
238	zappos shirt company

239	Zhaoqing Idea Gift Co., Ltd.
240	Zhejiang Pangoo Culture And Arts Co., Ltd.
241	zhongnali
242	zsbo
243	1100
244	13009333455@163.com
245	18720378068@163.com
246	2011 fashion clothes
247	2015superstore
248	2016superstore
249	2016xuexuesuperstore
250	2017 liu xi fashion store
251	2017 World First T-shirt
252	2017fashionstore
253	360buy
254	66WODEDIAN
255	9hk0762
256	A million dollars
257	AABBip
258	aavvbb
259	AD retail
260	ahomeshop
261	aifei Technology Co., Ltd
262	Alolife
263	Amor time
264	AMY111
265	Andy online shop
266	angkefashion
267	Anime Bag World
268	Animetopia
269	anmain
270	aopiip online store
271	Art Print Taogudian
272	Bailly Fashion
273	Bang Bang clothing
274	baoge market
275	BB-Shine
276	Bcrazy
277	Beautiful Stickers Store
278	Beepoo

279	Behonest
280	Bella store No.1
281	Benson
282	bensplaza
283	bestdealandbestbargain
284	Bestpop store
285	bestqualityforever
286	Bestseller in china
287	bifashiongard
288	Big Family international trading Ltd
289	bingliang xiao
290	Bixiang
291	Blingbling2016
292	Bread Tree International Trade Co., Limited
293	Briskaar
294	bruc shopping
295	Buteng Shop
296	c-anime
297	canvastop
298	Car Sticker
299	car yongheng
300	Carrie's mini shop
301	chanzey
302	chaoliu factory 22
303	chenjiweiwu
304	chenshaozhen0
305	chenyistore
306	chiclothes
307	China F&L
308	china top jewelry
309	CICI Dance Shoes Store
310	clockclock
311	Colin Fashion Store
312	Crayons' International Trade
313	Crazy girls
314	Cristabel Clothing
315	croascollection
316	Daily trade
317	DARBYJOAN STORE

318	DAYZ_CHAN
319	DD Art Oil Painting
320	dehuanwa Friday
321	DEHUIH
322	dingshang
323	Direwolf
324	Diy phone cases factory
325	DIY_TSHIRT
326	dj675831827
327	dkx@Q
328	dongqing520
329	Double D
330	Dream Code
331	dreambuy
332	dreamchase
333	Drizzle home textile
334	duchangju82
335	duchangshou123
336	dvfrhh wholeshop
337	DW_MC
338	dydy6880
339	Dysfunctional Doll
340	e8mall
341	EagleDeal
342	easytobuyandcheap
343	eg2
344	eg3
345	eg5
346	Eric8099
347	erqwtr Friday
348	fangjianglingshop
349	Fashion gift shop 1
350	Fashion Punk
351	Fashion shop 2016
352	Fashion Watch Marketing Limited
353	fashion room
354	fashionbuybuybuy
355	Fast Colourful New Goods
356	feibu

357	feidongliang
358	feimeng jewelry factory
359	feixiang international
360	fengyunduyou
361	Firework Productions LTD
362	flightjewelry
363	florencefashion
364	flyover
365	fmtechnology
366	followmenow Inc
367	fromoneto
368	FUN SHOPPING DAY
369	funinone
370	FunnyShirts
371	funshoppinghere
372	fuzhoukangshuaimaoyiyouxiangongsi
373	fy2015
374	gaofeixiang
375	Georist
376	gethere
377	Getme
378	gezhimaoyi
379	globalbuying
380	gobeyondladysfashion
381	god is a girl hui
382	Golden Flower Store
383	goodzero.
384	goroundegg
385	gotowrist
386	goumaoshi
387	GQQbaihuo
388	greatworks
389	Grimboy Store
390	gugang
391	Guisheng store
392	guoguo
393	haimin
394	han qin
395	handband

396	happy home2017
397	HappyHappy girls
398	hejinleigeg
399	hello1986
400	hhtc store
401	HJ01
402	Hong da electronic commerce co., LTD
403	Hope Have A Nice Day
404	Hotrendy
405	huangqiuqun
406	huaxiangfanghui
407	hushanggan fashion
408	hyy store
409	Icute Business Inc.
410	IdealTree
411	Ilcydletrade
412	Immortal
413	intimate shopping
414	Jamia
415	jennylees86
416	jerry11111
417	Jewelry family99
418	jiahuandianzishangxing
419	jiahui Art store
420	jiajia123456
421	jiangsongshan
422	jianlinsong wholeshop
423	JiaWeiStore
424	JIE66
425	jill sande club
426	jingcizhihz
427	jinxing fashion
428	jinyushangmao
429	JM Creative life shop
430	jtnm882488
431	judithb0810
432	Junjundiyt-shirt
433	Justin's Bridal
434	KaiKo Electronics Co., Ltd.

435	kang668
436	ke Feng Jewelry Factory
437	KEBURIA Mall
438	keiqstore
439	kemingche plaza
440	Kevin studio
441	KiKi Home
442	kimson
443	kouyongming
444	L Style
445	ladyfashion
446	Lee's love cottage
447	Leeya Trade
448	leimingdianziyouxiangongsi
449	let it go meili
450	lezze.Co. Ltd
451	liangshisheng
452	lianruikeji
453	lifemarket
454	lihaifeijia
455	lijun_wu
456	LiLi Fashion Shop
457	linjing's store
458	linlin135
459	LINXINGE
460	linyan
461	little issalee
462	liuguomingfashionstore
463	liuqing
464	liuyang2016
465	LJ Fashion ST.
466	llook2017918
467	Long Storefront
468	Love accessories
469	love cat bag
470	Love is a thing that needs a price
471	Lovely Gadgets
472	lucky_wing
473	Lucy Elvira

474	Lulu maker
475	Luxuries Market
476	Madison
477	mage666
478	maixier
479	maliner
480	Maltby
481	Mama mimi
482	MAN SA
483	MAN'S FASHION GARMENTS
484	Marker shop
485	maxsteve
486	Mercy Fashion Store
487	mesitelin
488	METAL KING
489	mgstore
490	misshafashion
491	mjm_2016
492	mml258147@163.com
493	mnbipjhg online store
494	Moon Soul Jewelry
495	MOONDROPSjewelry
496	movies jewelry Factory direct sale
497	Mr Stone Store
498	na na
499	Natural feedback
500	Nengman Store
501	Ni Can
502	Nicky Superior Store
503	Ningbo Gaoxinqu Jamick Clothing Company
504	ningboweijiucoltd
505	oheiyoufashion
506	Oil painting life
507	okay-watch-strap
508	oneisall2016
509	onlineshoping
510	Osazee S Osarenkhoe
511	OuMingFen
512	PEASPER INTERNATIONAL LIMITED

513	Phoebe Fashion
514	pooq
515	Pop show 2016
516	Princess Bed
517	promised
518	PS520
519	puan fashoin
520	putianwuhuacoltd
521	qianshanguangancoltd
522	qingclothing
523	qingyimian
524	qoiopio wholeshop
525	qqlove
526	quhaoyujewelry
527	Rich World International Co.,Ltd
528	Richarter
529	riuojd fashion store
530	rory's store
531	ruily
532	SaiDan Electronic Trading Firm
533	sasasasa007
534	seaportfashion
535	sellerswindows market
536	sfnrhrsrtgmshbnart
537	sfydy
538	shanghaitianqiyouxiangongsi
539	SHEN ZHEN BOWINNER TRADE Co.,Ltd.
540	Shen Zhen Kang Ning Technology Co.Ltd.
541	shenfengfengzhuzhu
542	shenyllin
543	Shenzhen Deti Trade Co., Ltd.
544	Shenzhen Kun Teng Technology Co., Ltd.
545	shenzhendream
546	shenzhenshinenghuimaoyiyouxiangongsi
547	shifengxi
548	shizhengzhang fashion store
549	Shopper's Paradise
550	SHOPYUHUI
551	shuang kai

552	shuyingxiaopu
553	sinonarui flag
554	smelly monkey
555	songtaojuan
556	songwenquan
557	southfeather
558	Sportlover Apparel Store
559	sremmurd caixia
560	Star2014
561	Stormlast
562	SUN HING ADVERTISING COMPANY LIMITED
563	Sun Tai Advertising Company
564	sunny lovely01
565	Super Peter
566	Super store international
567	susan clothing
568	suxindz
569	syface
570	tanghua fashion
571	tangzhihong
572	The curtain
573	The Jessica's Store
574	The Shopping
575	thebeautybuy
576	Thefine
577	Theme grocery store
578	Think Best
579	threetreefashion
580	Thrive Garments Co.,Ltd
581	tiantiank online store
582	Tmac_snow
583	To touch the customer with heart
584	top_xzz
585	top2016yp
586	TOP518
587	Top-Jewelry
588	Tracy Room
589	Trigger next week
590	U.S. and south Korean fashion

591	United Excellent
592	utvyud plaza
593	Vansme
594	Vienna tide shops
595	VIGOROSO
596	Vintage Goods Online
597	vqcs5842
598	Vyazma
599	wangchongchong
600	wangtianjiang
601	wanqiang wholeshop
602	Waymme
603	wei43
604	Weihejie
605	weitingting fashion
606	Welkom
607	WelRain Fashion Store
608	wenwennvxie
609	wenying e-commence company
610	whatsyourdream
611	WHHL
612	whtbluesky
613	wildworld
614	william DG
615	Wimall
616	Win Horse Technology Co. Ltd
617	Winni maker international
618	Wisecong
619	With the rock and roll
620	wonderful qjy
621	wondermaker
622	World trader
623	wuhaishop
624	wuyongqing
625	xiabin
626	Xiamen vgood E-commerce Co.,Ltd
627	xianggangmiaimuyingyongpinguogijituananyouxiangongsi
628	xiao huamao@163.com
629	xiaochong

630	xiaomingzhang wholeshop
631	xiaoqiunvzhuang
632	xiaoxiaokezhan
633	xinjunzi
634	xiu phone
635	xukun fashion
636	xuling store
637	yajinfei
638	yanglinsen
639	yangqilin
640	yangwei00
641	Yangxingchang2017
642	yay shop
643	YDH
644	yeyzizi
645	yingyefuzhuangshangmao
646	YiWu aoxuan clothing co., LTD
647	yiwu puer E-commerce
648	YIWU PU'ER E-commerce Co.,Ltd
649	yiwuhengtingdianzishangwuyouxiangongsi
650	yiwushiduangudianzishangwushangxingyiwushiduangudianzishangwushangxing
651	YLM
652	yolo live's
653	yongyongyuanyuan
654	YouthFashionjewelry
655	yqiktore
656	YTLUCKLY
657	yuanlin02
658	yuanlin05
659	yuanlin52
660	yueyue188
661	yueyueMM
662	yuxinyiqin
663	ywcys
664	yyccx
665	zchgj
666	zerogiving
667	Zhairem
668	zhanglilistore

669	zhanglingoo
670	zhangyan trade
671	zhaojiuan
672	zhaokankan
673	ZhaoMu
674	ZheJiang Hao Yun company
675	ZheJiang yuncheng company
676	zhengxueqiong
677	zhenmeigong shopping
678	zhi qiang 3d clothes
679	zhieyuan
680	zhiyong store
681	zhonmouartshop
682	zhouzhongran
683	zhuangshijie fashion
684	Zhuhai Perfect Garments Co., Ltd
685	ZNationCreations

JUDGE CAPRONI

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WOW Virtual Reality, Inc.

18 CV 3305

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WOW VIRTUAL REALITY, INC.,
Plaintiff

v.

BIENBEST, BOWWA, BRILLIANT
TECONOLOGY STORE, CHANGCHUN
DORIS TRADING CO., LTD.,
CHAOFFENGLING, CHONGQING
MINGHAO OPTICAL EQUIPMENT CO.,
LTD., CHONGQING QIEXIYA ELECTRONIC
COMMERCE CO., LTD., DONGGUAN FUDIE
TRADING CO., LTD., DONGGUAN GAIA
SPORTS GOODS CO., LTD., DONGGUAN
HANHE ELECTRONIC CO., LTD.,
DONGGUAN HUANYIN ELECTRONIC
PRODUCTS CO., LTD., DONGGUAN
KAILONG CRAFTS & GIFTS CO., LTD.,
DONGGUAN MODA SUMMER GIFTS CO.,
LTD., DONGGUAN MUSHANG
SILICONE&PLASTIC PRODUCTS CO., LTD.,
DONGGUAN YEEMO TECHNOLOGY CO.,
LTD., ELECTRONIC OVERSEAS ONLINE
SHOPPING, FLY WIN, GLOBALMART
STORE, GUANGZHOU BLUESEED
TRADING COMPANY LTD., GUANGZHOU
IPEFET ELECTRONIC TECHNOLOGY CO.,

CIVIL ACTION No.

COMPLAINT

Jury Trial Requested

FILED UNDER SEAL

LTD., GUANGZHOU JIAOYANG
 COMPUTER TECHNOLOGY CO., LTD.,
 GUANGZHOU JQX TRADING LIMITED,
 GUANGZHOU KAYOH ELECTRONICS
 TECHNOLOGY CO., LTD., GUANGZHOU
 SPADE ELECTRONIC TECHNOLOGY
 COMPANY LIMITED, GUANGZHOU UPO
 ELECTRONIC TECHNOLOGY CO., LTD.,
 GUANGZHOU V-YOUNGO ELECTRONIC
 CO., LTD., HIPERDEAL SMARTER LIFE
 STORE, HONTRUE TECHNOLOGY CO., LTD.,
 JILIN PROVINCE BAIDING TRADE CO.,
 LTD., KAKACOLA, KENNETH YANG,
 LADY-SEXY, LSURT 3C STORE,
 MEMORYGEEK, MODOSON TECHNOLOGY
 CO., LTD., MONICASTORE8687, MOSON
 TECHNOLOGY CO., LTD., MUSIC ONLINE
 STORE, MYVISION OFFICIAL STORE,
 NANYANG BESTANDBEAUTY TRADING
 CO., LTD., NANYANG SRATE OPTICAL
 INSTRUMENT MANUFACTORY, NINGBO
 BEST-HOME IMPORT AND EXPORT CO.,
 LTD., NINGBO L&K INTERNATIONAL
 TRADE CO., LTD., NINGBO YANGPENG
 IMP. & EXP. CO., LTD., ORANGECITY
 STORE, OVERMAL STORE, QUTUO, RC
 CONTROL PRODUCTS STORE, SENHAODA
 STORE, SHANTOU CHENGHAI
 YUANSHEG TOYS INDUSTRY CO., LTD.,
 SHANTOU WISUN ELECTRONIC CO., LTD.,
 SHANTOU ZHILETIAN TOYS TRADING
 CO., LTD., SHENZHEN ABERY MOLD &
 PLASTICS CO., LTD., SHENZHEN ABROOK
 TECHNOLOGY LTD., SHENZHEN
 ANYSECU TECHNOLOGY CO., LTD.,
 SHENZHEN AONSMART TECHNOLOGY
 CO., LTD., SHENZHEN ARMA
 ELECTRONICS TECHNOLOGY LTD.,
 SHENZHEN B2CORNER STORE,
 SHENZHEN BIEN TECHNOLOGY CO., LTD.,
 SHENZHEN BLL CELL PHONE
 ACCESSORIES CO., LTD., SHENZHEN
 BLUERIN TECHNOLOGY LIMITED,
 SHENZHEN BLUESKYSEA TECHNOLOGY
 CO., LTD., SHENZHEN CHEBAN
 TECHNOLOGY CO., LTD., SHENZHEN

CHUANGWEI SEIKO ELECTRONIC CO.,
LTD., SHENZHEN CKLIDO TECHNOLOGY
CO., LTD., SHENZHEN CUSTOMED ALL
ELECTRONIC TECHNOLOGY CO.,
LIMITED, SHENZHEN DOMARS
TECHNOLOGY CO., LTD., SHENZHEN
DOUWINNING TECHNOLOGY CO., LTD.,
SHENZHEN DOVINA ELECTRONIC
TECHNOLOGY CO., LTD, SHENZHEN
DOWDON TECHNOLOGY CO., LTD.,
SHENZHEN EASTECH COMPANY LIMITED,
SHENZHEN EASYGO TECHNOLOGY CO.,
LTD. (ELECTRIC), SHENZHEN EBENDA
TECHNOLOGY CO., LTD., SHENZHEN
ELECTRONIC WHOLESALE WORLD,
SHENZHEN EVER GRAND TECHNOLOGY
CO., LTD., SHENZHEN FRIENDEVER
TECHNOLOGY CO., LTD., SHENZHEN
FUNADD TECHNOLOGY LIMITED,
SHENZHEN GEEKDIGGER TECHNOLOGY
CO., LTD., SHENZHEN GOLD SEA
ELECTRONIC CO., LTD., SHENZHEN
HANVEY GIFTS CO., LTD., SHENZHEN
HAODAXIN TECHNOLOGY CO., LTD.,
SHENZHEN HAWHEEL TECHNOLOGY
LIMITED, SHENZHEN HERSHELLY
TECHNOLOGY CO., LTD., SHENZHEN HHY
CO., LTD., SHENZHEN HINDO
TECHNOLOGY CO., LTD., SHENZHEN
HUAXINYIN ELECTRONIC TECHNOLOGY
CO., LTD., SHENZHEN INGLONG
TECHNOLOGY CO., LTD., SHENZHEN JAC-
TECH ELECTRONICS CO., LTD.,
SHENZHEN JDBSTAR TECHNOLOGY CO.,
LTD., SHENZHEN JEDI TECHNOLOGY CO.,
LTD., SHENZHEN JENCENT ELECTRONICS
TECHNOLOGY CO., LTD., SHENZHEN
KAKUDOS TECHNOLOGY CO., LTD.,
SHENZHEN KEYSTAR INDUSTRIES CO.,
LTD., SHENZHEN KOU ZONE
INTERNATIONAL INVESTMENTS LTD.,
SHENZHEN LEADINGPLUS ELECTRONIC
CO., LTD., SHENZHEN LICHIP
ELECTRONIC CO., LTD., SHENZHEN LIGHT
POINT TECHNOLOGY CO., LTD.,
SHENZHEN LINK DREAM ELECTRONICS

CO., LTD., SHENZHEN LINK-SHINE SMART
TECHNOLOGY LTD., SHENZHEN LOAR
TECHNOLOGY CO., LTD., SHENZHEN
LONTEN TECHNOLOGY CO., LIMITED,
SHENZHEN MASMIRE TECHNOLOGY CO.,
LTD., SHENZHEN MINGHAI TECHNOLOGY
CO., LTD., SHENZHEN MO IDEA PRODUCT
DESIGN & MANUFACTURE LIMITED,
SHENZHEN MODEL FANS ELECTRONIC
CO., LTD, SHENZHEN MYEAH
TECHNOLOGY CO.,LTD STORE, SHENZHEN
NORTHVISION TECHNOLOGIES CO., LTD.,
SHENZHEN ONU MALL TECHNOLOGY
CO., LIMITED, SHENZHEN PENGYUAN
ELECTRONICS CO., LTD., SHENZHEN
QUALITY TECHNOLOGY CO., LTD.,
SHENZHEN RONGLI PLASTIC HARDWARE
CO., LTD., SHENZHEN SHANHAI
TECHNOLOGY LTD., SHENZHEN SOMEG
ELECTRONIC TECHNOLOGY CO., LTD.,
SHENZHEN SPLINKTECH CO., LTD.,
SHENZHEN STARFLY TECHNOLOGY CO.,
LTD., SHENZHEN SVPRO TECHNOLOGY
CO., LTD., SHENZHEN TAMON
TECHNOLOGY CO., LIMITED, SHENZHEN
TOPWELL ELECTRONIC TECHNOLOGY
CO., LTD., SHENZHEN TOYSKY TRADING
FIRM, SHENZHEN TRULYWAY
ELECTRONIC DEVELOPMENT CO., LTD.,
SHENZHEN TRUSTING ELECTRONIC
TECHNOLOGY CO., LTD., SHENZHEN
UNION TECHNOLOGIES CO., LTD.,
SHENZHEN V-CHOICE ELECTRONIC TECH.
CO., LTD., SHENZHEN VYIYI
TECHNOLOGY CO., LTD., SHENZHEN
WELTE ELECTRONIC TECHNOLOGY CO.,
LTD., SHENZHEN WINNHO TECHNOLOGY
CO., LTD., SHENZHEN WISE INDUSTRY
CO., LTD., SHENZHEN WORTHSPARK
ELECTRONIC CO.,LTD., SHENZHEN WTYD
TECHNOLOGY LIMITED, SHENZHEN
XINGHECHENG TECHNOLOGY LIMITED,
SHENZHEN YANBOCHUANG
TECHNOLOGY CO., LTD., SHENZHEN
YANGKE ELECTRONIC FACTORY,
SHENZHEN YIQUN TECHNOLOGY

LIMITED, SHENZHEN YJM ELECTRONIC CO., LTD., SHENZHEN YONGER ELECTRONICS CO., LTD., SHENZHEN YUESIXING TECHNOLOGY CO., LTD., SHENZHEN YXS TECHNOLOGY CO., LTD., SHENZHEN ZIHO TECHNOLOGY CO., LTD., SHOP2956102 STORE, SKYYXR, SUPREME FACTORY LIMITED, TOP RC STORE, USMART LIFE STORE, VEENAC GLOBAL STORE, VITOG, VOCOCAL ELETRONIC STORE, WINAIT TECHNOLOGIES LTD., WRSUNEN GOLDEN LAUGH STORE, WUBINGTOP2, XIAMEN BELITOP INDUSTRY AND TRADE CO., LTD., XIAMEN YUESHI TRADE CO., LTD., XIANG3222872, YONG JUN PLASTIC & ELECTRONICS (DONGGUAN) CO., LTD., YUYAO NEW POWER PROMOTION INDUSTRIAL CO., LTD., and ZHUHAI GUANGTAI ELECTRONIC CO., LTD.,
Defendants

WOW Virtual Reality, Inc. ("WOW" or "Plaintiff"), a California corporation, by and through its undersigned counsel, alleges as follows:

NATURE OF THE ACTION

1. This action involves claims for trademark infringement of Plaintiff's federally registered trademark in violation of § 32 of the Federal Trademark (Lanham) Act, 15 U.S.C. §§ 1051 *et seq.*; counterfeiting of Plaintiff's federally registered trademark in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c); false designation of origin and unfair competition in violation of Section 43(a) of the Trademark Act of 1946, as amended (15 U.S.C. §1125(a)); and related state and common law claims (the "Action"), arising from the infringement of the WOW VR Mark (as defined *infra*) by Defendants Bienbest, bowwa, Brilliant Teconology Store, Changchun Doris Trading Co., Ltd., Chaoffengling, Chongqing Minghao Optical Equipment Co., Ltd., Chongqing Qiexiya Electronic Commerce Co., Ltd., Dongguan Fudie Trading Co., Ltd.,

Dongguan Gaia Sports Goods Co., Ltd., Dongguan Hanhe Electronic Co., Ltd., Dongguan HuanYin Electronic Products Co., Ltd., Dongguan Kailong Crafts & Gifts Co., Ltd., Dongguan Moda Summer Gifts Co., Ltd., Dongguan MuShang Silicone&Plastic Products Co., Ltd., Dongguan Yeemo Technology Co., Ltd., Electronic overseas online shopping, fly_win, GlobalMart Store, Guangzhou Blueseed Trading Company Ltd., Guangzhou Ipefet Electronic Technology Co., Ltd., Guangzhou Jiaoyang Computer Technology Co., Ltd., Guangzhou Jqx Trading Limited, Guangzhou Kayoh Electronics Technology Co., Ltd., Guangzhou Spade Electronic Technology Company Limited, Guangzhou UPO Electronic Technology Co., Ltd., Guangzhou V-Youngo Electronic Co., Ltd., HIPERDEAL Smarter Life Store, Hontrue Technology Co.,Ltd, Jilin Province Baiding Trade Co., Ltd., kakacola, kenneth_yang, lady-sexy, LSURT 3C Store, memorygeek, Modoson Technology Co.,Ltd., monicastore8687, Moson Technology Co.,Ltd., Music online Store, myvision Official Store, Nanyang BestandBeauty Trading Co., Ltd., NanYang Srate Optical Instrument Manufactory, Ningbo Best-Home Import And Export Co., Ltd., Ningbo L&K International Trade Co., Ltd., Ningbo Yangpeng Imp. & Exp. Co., Ltd., OrangeCity Store, OVERMAL Store, qutuo, RC control products Store, SenHaoDa Store, Shantou Chenghai Yuansheng Toys Industry Co., Ltd., Shantou Wiisun Electronic Co., Ltd., Shantou Zhiletian Toys Trading Co., Ltd., Shenzhen Aberly Mold & Plastics Co., Ltd., Shenzhen Abrook Technology Ltd., Shenzhen Anysecu Technology Co., Ltd., Shenzhen Aonsmart Technology Co., Ltd., Shenzhen Arma Electronics Technology Ltd., Shenzhen B2corner Store, Shenzhen Bien Technology Co., Ltd., Shenzhen BLL Cell Phone Accessories Co., Ltd., Shenzhen Bluerin Technology Limited, Shenzhen Blueskysea Technology Co., Ltd., Shenzhen Cheban Technology Co., Ltd., Shenzhen Chuangwei Seiko Electronic Co., Ltd., Shenzhen Cklido Technology Co., Ltd., Shenzhen Customed All Electronic Technology Co., Limited, Shenzhen

Domars Technology Co., Ltd., Shenzhen Douwinning Technology Co., Ltd., Shenzhen Dovina Electronic Technology Co., Ltd, Shenzhen Dowdon Technology Co., Ltd., Shenzhen Eastech Company Limited, Shenzhen Easygo Technology Co., Ltd. (Electric), Shenzhen Ebenda Technology Co., Ltd., shenzhen Electronic wholesale world, Shenzhen Ever Grand Technology Co., Ltd., Shenzhen Friender Technology Co., Ltd., Shenzhen Funadd Technology Limited, Shenzhen Geekdigger Technology Co., Ltd., Shenzhen Gold Sea Electronic Co., Ltd., Shenzhen Hanvey Gifts Co., Ltd., Shenzhen HaoDaXin Technology Co., Ltd., Shenzhen HAWHEEL Technology Limited, Shenzhen Hershelly Technology Co., Ltd., Shenzhen HHY Co., Ltd., Shenzhen Hindo Technology Co., Ltd., Shenzhen Huaxinyin Electronic Technology Co., Ltd., Shenzhen Inglong Technology Co., Ltd., Shenzhen Jac-Tech Electronics Co., Ltd., ShenZhen Jdbstar Technology Co., Ltd., Shenzhen JEDI Technology Co., Ltd., Shenzhen Jencent Electronics Technology Co., Ltd., Shenzhen Kakudos Technology Co., Ltd., Shenzhen Keystar Industries Co., Ltd., Shenzhen Kou Zone International Investments Ltd., Shenzhen Leadingplus Electronic Co., Ltd., Shenzhen Lichip Electronic Co., Ltd., Shenzhen Light Point Technology Co., Ltd., Shenzhen Link Dream Electronics Co., Ltd., Shenzhen Link-Shine Smart Technology Ltd., Shenzhen Loar Technology Co., Ltd., Shenzhen Lonten Technology Co., Limited, Shenzhen Masmire Technology Co., Ltd., Shenzhen Minghai Technology Co., Ltd., Shenzhen Mo Idea Product Design & Manufacture Limited, SHENZHEN MODEL FANS ELECTRONIC CO., LTD, Shenzhen Myeah Techology Co.,Ltd Store, Shenzhen Northvision Technologies Co., Ltd., Shenzhen ONU Mall Technology Co., Limited, Shenzhen Pengyuan Electronics Co., Ltd., Shenzhen Quality Technology Co., Ltd., Shenzhen Rongli Plastic Hardware Co., Ltd., Shenzhen Shanhai Technology Ltd., Shenzhen Someg Electronic Technology Co., Ltd., Shenzhen Splinktech Co., Ltd., Shenzhen Starfly Technology Co., Ltd., Shenzhen SVPRO Technology Co.,

Ltd., Shenzhen Tamon Technology Co., Limited, Shenzhen Topwell Electronic Technology Co., Ltd., Shenzhen Toysky Trading Firm, Shenzhen Trulyway Electronic Development Co., Ltd., Shenzhen Trusting Electronic Technology Co., Ltd., Shenzhen Union Technologies Co., Ltd., Shenzhen V-Choice Electronic Tech. Co., Ltd., Shenzhen VYIYI Technology Co., Ltd., Shenzhen Welte Electronic Technology Co., Ltd., Shenzhen Winnho Technology Co., Ltd., Shenzhen Wise Industry Co., Ltd., Shenzhen Worthspark Electronic Co., Ltd., Shenzhen WTYD Technology Limited, Shenzhen Xinghecheng Technology Limited, Shenzhen Yanbochuang Technology Co., Ltd., Shenzhen Yangke Electronic Factory, Shenzhen Yiqun Technology Limited, Shenzhen YJM Electronic Co., Ltd., Shenzhen Yonger Electronics Co., Ltd., Shenzhen YUESIXING Technology Co., Ltd., Shenzhen YXS Technology Co., Ltd., Shenzhen Ziho Technology Co., Ltd., Shop2956102 Store, skyyxr, SUPREME FACTORY LIMITED, TOP RC Store, USmart Life Store, VEENAC Global Store, vitog, Vococal Eletronic Store, Winait Technologies Ltd., WRSUNEN Golden Laugh Store, wubingtop2, Xiamen Belitop Industry And Trade Co., Ltd., Xiamen Yueshi Trade Co., Ltd., xiang3222872, Yong Jun Plastic & Electronics (Dongguan) Co., Ltd., Yuyao New Power Promotion Industrial Co., Ltd., and Zhuhai Guangtai Electronic Co., Ltd. (hereinafter collectively referred to as "Defendants"), including, without limitation, by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying offering for sale and/or selling unlicensed, infringing and/or counterfeit versions of Plaintiff's authentic WOW VR Products (as defined *infra*).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as pursuant to 15 U.S.C. § 1121 as an action arising out of violations of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* pursuant to 28 U.S.C.

§1338(b) as an action arising out of claims for false designation of origin and unfair competition; and pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum of seventy-five thousand dollars. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a), as the claims asserted thereunder are so closely related to the federal claims brought in this Action as to form part of the same case or controversy.

3. Personal jurisdiction exists over Defendants in this judicial district pursuant to N.Y.C.P.L.R. § 302(a)(1), N.Y.C.P.L.R. § 302(a)(3) or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact and/or solicit business in New York and in this judicial district, and/or derive substantial revenue from their business transactions in New York and in this judicial district, and/or otherwise avail themselves of the privileges and protections of the laws of the State of New York, such that this Court's assertion of jurisdiction over Defendants does not offend traditional notions of fair play and due process, for example:

- a. Upon information and belief, Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the U.S., including New York, through accounts with online marketplace platforms such as Alibaba.com, AliExpress.com and DHgate.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("User Accounts") through which consumers in the U.S., including New York, can view the one or more Defendants' Merchant Storefronts (as defined *infra*) that each Defendant operates,

uses to communicate with Defendants regarding their listings for Counterfeit Products (as defined *infra*) and to place orders for, receive invoices for and purchase Counterfeit Products for delivery in the U.S., including New York, as a means for establishing regular business with the U.S., including New York.

- b. Upon information and belief, Defendants are sophisticated sellers operating commercial businesses through their respective User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them, operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefront(s)") in wholesale quantities at significantly below-market prices to consumers worldwide, including to consumers in the U.S., and specifically in New York.
- c. Upon information and belief, a majority of Defendants' Merchant Storefronts reflect multiple sales to consumers all over the world, including repeat sales to consumers in the U.S., which make up significant percentages of Defendants' total revenues (which are estimated, in several cases, to be in the millions of dollars).
- d. Upon information and belief, all Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to New York and specifically to the New York Address (as defined *infra*).
- e. Upon information and belief, Defendants have transacted business with consumers

located in the U.S., including New York, for the sale and shipment of Infringing and/or Counterfeit Products.

f. Upon information and belief, Defendants are aware of Plaintiff, its WOW VR Products and WOW VR Mark, and are aware that their infringing actions, as alleged herein, are likely to cause injury to Plaintiff in the U.S.

4. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon information and belief, Defendants conduct, transact and/or solicit business in this judicial district.

THE PARTIES

5. Plaintiff WOW Virtual Reality, Inc. is corporation organized and existing under the laws of the State of California, and has its principal place of business at 900 S. Figueroa Street, #1005, Los Angeles, CA 90015.

6. Upon information and belief, Defendant Bienbest is a merchant on DHgate.com, at <https://www.dhgate.com/store/bienbest>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

7. Upon information and belief, Defendant bowwa is a merchant on DHgate.com, at <https://www.dhgate.com/store/bowwa>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Beijing, China (Mainland).

8. Upon information and belief, Defendant Brilliant Teconology Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2885344>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

9. Upon information and belief, Defendant Changchun Doris Trading Co., Ltd. is a merchant on Alibaba.com, at <https://changchundoris.en.alibaba.com/>, where it offers for sale

and/or sells Counterfeit Products and with a principal place of business at Rm. 103, Bldg. 2-4, Dongkang Plot, Nangan Dist., Changchun, Jilin, China (Mainland).

10. Upon information and belief, Defendant Chaoffengling is a merchant on DHgate.com, at <https://www.dhgate.com/store/20789594>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangxi, China (Mainland).

11. Upon information and belief, Defendant Chongqing Minghao Optical Equipment Co., Ltd. is a merchant on Alibaba.com, at <https://cqminghaoguangxue.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Fumin First Street, Qinggang Street, Bishan District, Chongqing, China (Mainland).

12. Upon information and belief, Defendant Chongqing Qiexiya Electronic Commerce Co., Ltd. is a merchant on Alibaba.com, at <https://qiexiya.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 13-11, Weian, Yipingcheng, 2 Building, No. 159, Zijing Road, Longta Street, Yubei District, Chongqing, China (Mainland).

13. Upon information and belief, Defendant Dongguan Fudie Trading Co., Ltd. is a merchant on Alibaba.com, at <https://kolmon.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Cuntou Industrial Zone, Hengli Town, Dongguan, Guangdong, China (Mainland).

14. Upon information and belief, Defendant Dongguan Gaia Sports Goods Co., Ltd. is a merchant on Alibaba.com, at <https://gaisports.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 3081, Floor 3, Bomei Yifa E-Commerce City, Humen Town, Dongguan, Guangdong, China (Mainland).

15. Upon information and belief, Defendant Dongguan Hanhe Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://hanheelectronic.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business Building 3, No. 3 Industr North-1 RD, Hi-tech Development Park of Songshan Lake, Guangdong, Dongguan, China (Mainland), 523808.

16. Upon information and belief, Defendant Dongguan HuanYin Electronic Products Co., Ltd. is a merchant on Alibaba.com, at <https://said-ele.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 605A, Kangmei Shoes City, No. 1, Beihuan Road, Liaoxia Village, Houjie Town, Dongguan, Guangdong, China (Mainland).

17. Upon information and belief, Defendant Dongguan Kailong Crafts & Gifts Co., Ltd. is a merchant on Alibaba.com, at <https://kailonggifts.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Xiaoqiao Industrial Zone, Dongcheng, Guangsong, Dong Guan, China (Mainland), 523320.

18. Upon information and belief, Defendant Dongguan Moda Summer Gifts Co., Ltd. is a merchant on Alibaba.com, at <https://modasummer.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Yuanshanbei Changping Town, Guangdong, Dongguan, China (Mainland), 523560.

19. Upon information and belief, Defendant Dongguan MuShang Silicone&Plastic Products Co., Ltd. is a merchant on Alibaba.com, at <https://musslane.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 332, Fumin Middle Road, Changtang Community, Dalang Town, Dongguan, Guangdong, China (Mainland).

20. Upon information and belief, Defendant Dongguan Yeemo Technology Co., Ltd. is a merchant on Alibaba.com, at <https://yeemo.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Huanan Sujiao Cheng, Guangdong, DongGuan, China (Mainland), 523750.

21. Upon information and belief, Defendant Electronic overseas online shopping is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1945312>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

22. Upon information and belief, Defendant fly_win is a merchant on DHgate.com, at <https://www.dhgate.com/store/DH20171225>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

23. Upon information and belief, Defendant GlobalMart Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1687263>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

24. Upon information and belief, Defendant Guangzhou Blueseed Trading Company Ltd. is a merchant on Alibaba.com, at <https://blueseeds.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 19/F 1936 New Asia International Electronic & Digital City, No. 55 XIDI Er Road LiWan QU.

25. Upon information and belief, Defendant Guangzhou Ipefet Electronic Technology Co., Ltd. is a merchant on Alibaba.com, at <https://ipefet.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 913, Leheng Commerce Mansion, 7, 8, 9th Xijiu Street, Huanzhou 3rd Rd., Jinshazhou, Baiyun District, Guangzhou, Guangdong, China (Mainland).

26. Upon information and belief, Defendant Guangzhou Jiaoyang Computer Technology Co., Ltd. is a merchant on Alibaba.com, at <http://aneex.en.alibaba.com/com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 2705, Floor 27, No. 490, Tianhe Road, Tianhe District, Guangzhou, Guangdong, China (Mainland).

27. Upon information and belief, Defendant Guangzhou Jqx Trading Limited is a merchant on Alibaba.com, at <https://chinamobile168.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 3F, Golden Sky Tower, NO.83 middle of Huadi Road, Liwan District of Guangzhou City, China, Guangdong, Guangzhou, China (Mainland) 510380.

28. Upon information and belief, Defendant Guangzhou Kayoh Electronics Technology Co., Ltd. is a merchant on Alibaba.com, at <https://kayoh.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Guangzhou Panyu District DaShi Town, Guangdong, Guangzhou, China (Mainland) 510250.

29. Upon information and belief, Defendant Guangzhou Spade Electronic Technology Company Limited is a merchant on Alibaba.com, at <https://gzspade.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at A030, 3rd Floor, Nanfang Building International Electronic Digital City, Xidi 2nd Road, Liwan District, Guangzhou, Guangdong, China (Mainland).

30. Upon information and belief, Defendant Guangzhou UPO Electronic Technology Co., Ltd. is a merchant on Alibaba.com, at <https://upo.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 315, No. 586,

588, Dashi Road, National Highway 105, Dashi St., Panyu District, Guangzhou, Guangdong, China (Mainland).

31. Upon information and belief, Defendant Guangzhou V-Youngo Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://vyoungo.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rm. 134, No. 175, Shanan Rod, Shatou Street, Panyu Dist., Guangzhou, Guangdong, China (Mainland).

32. Upon information and belief, Defendant HIPERDEAL Smarter Life Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/3139054>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

33. Upon information and belief, Defendant Hontrue Technology Co.,Ltd is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1900020>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

34. Upon information and belief, Defendant Jilin Province Baiding Trade Co., Ltd. is a merchant on Alibaba.com, at <https://jlbw.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 506, Teachers Apartment 1, Jingwei South Road, Erdao District, Changchun, Jilin, China (Mainland).

35. Upon information and belief, Defendant kakacola is a merchant on DHGate.com, at <https://www.dhgate.com/store/kakacola>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

36. Upon information and belief, Defendant kenneth_yang is a merchant on DHGate.com, at <https://www.dhgate.com/store/20090631>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

37. Upon information and belief, Defendant lady-sexy is a merchant on DHGate.com, at <https://www.dhgate.com/store/14770987>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

38. Upon information and belief, Defendant LSURT 3C Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2673124>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

39. Upon information and belief, Defendant memorygeek is a merchant on DHGate.com, at <https://www.dhgate.com/store/19763886>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

40. Upon information and belief, Defendant Modoson Technology Co.,Ltd. is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1846091>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

41. Upon information and belief, Defendant monicastore8687 is a merchant on DHGate.com, at <https://www.dhgate.com/store/20171908>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

42. Upon information and belief, Defendant Moson Technology Co.,Ltd. is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2031063>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

43. Upon information and belief, Defendant Music online Store is a merchant on AliExpress.com, at <https://music-online88.aliexpress.com/store/3240072>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

44. Upon information and belief, Defendant myvision Official Store is a merchant on AliExpress.com, at <https://myvision.aliexpress.com/store/1334305>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong China;

45. Upon information and belief, Defendant Nanyang BestandBeauty Trading Co., Ltd. is a merchant on Alibaba.com, at <https://nydongyu.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Wujiaohua Storage, Limin Street, Jianshe West Road, Wolong District, Nanyang, Henan, China (Mainland).

46. Upon information and belief, Defendant NanYang Srate Optical Instrument Manufactory is a merchant on Alibaba.com, at <https://srate.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 389, Hanhua Street, Wolong Dist., Nanyang, Henan, China (Mainland).

47. Upon information and belief, Defendant Ningbo Best-Home Import And Export Co., Ltd. is a merchant on Alibaba.com, at <https://besthome.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business Room 2-20, 2F, Bldg. 038, No. 270 Xingguang Road, High-Tech Zone, Ningbo, Zhejiang, China (Mainland).

48. Upon information and belief, Defendant Ningbo L&K International Trade Co., Ltd. is a merchant on Alibaba.com, at https://cnlkgroup.en.alibaba.com, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rm. 506, No. 555, Changshou South Road, Yinzhou Dist., Ningbo, Zhejiang, China (Mainland).

49. Upon information and belief, Defendant Ningbo Yangpeng Imp. & Exp. Co., Ltd. is a merchant on Alibaba.com, at <https://nbyangpeng.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Bldg. 5, Shengshi Xindu, Lane 866, Ningnan South Road, Yinzhou Dist., Ningbo, Zhejiang, China (Mainland).

50. Upon information and belief, Defendant OrangeCity Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1080380>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

51. Upon information and belief, Defendant OVERMAL Store is a merchant on AliExpress.com, at <https://overmall.aliexpress.com/store/1665586>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

52. Upon information and belief, Defendant qutuo is a merchant on DHGate.com, at <https://www.dhgate.com/store/20464615>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

53. Upon information and belief, Defendant RC control products Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1925149>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

54. Upon information and belief, Defendant SenHaoDa Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2946145>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

55. Upon information and belief, Defendant Shantou Chenghai Yuansheng Toys Industry Co., Ltd. is a merchant on Alibaba.com, at <https://styansheng.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 67, Zhenxing Industrial Zone, Pumei, Guangyi St., Chenghai District, Shantou, Guangdong, China (Mainland).

56. Upon information and belief, Defendant Shantou Wiisun Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://wiisun.en.alibaba.com>, where it offers for sale and/or sells

Counterfeit Products and with a principal place of business at Floor 2, Jinyuan Ind. Bldg., Ximen Ind. Zone, Wenguang Street, Chaoyang Dist., Shantou, Guangdong, China (Mainland).

57. Upon information and belief, Defendant Shantou Zhiletian Toys Trading Co., Ltd. is a merchant on Alibaba.com, at <https://zltoys.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Floor 5, Xionsu Loushang, Shuji Road, Chenghai Dist., Shantou, Guangdong, China (Mainland).

58. Upon information and belief, Defendant Shenzhen Abery Mold & Plastics Co., Ltd. is a merchant on Alibaba.com, at <https://a-mold.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rm. 101 And 201, Bldg. 3, No. 2, Lane 6, Laokeng Ind. Zone, Kengzi Office, Pingshan New Area, Shenzhen, Guangdong, China (Mainland).

59. Upon information and belief, Defendant Shenzhen Abrook Technology Ltd. is a merchant on Alibaba.com, at <https://abrook.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 2A, Unit 2, Bldg. 9, Tianjiao Shijia, Fujinhua Rd., Xin'an St., Baoan Dist., Shenzhen, Guangdong, China (Mainland).

60. Upon information and belief, Defendant Shenzhen Anysecu Technology Co., Ltd. is a merchant on Alibaba.com, at <https://szanysecu.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 3-8H, Yujing Huacheng, South Huaqiang, Futian Dist., Shenzhen, Guangdong, China (Mainland).

61. Upon information and belief, Defendant Shenzhen Aonsmart Technology Co., Ltd. is a merchant on Alibaba.com, at <https://aonsmart.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at C090, Floor 10, West of Bldg. 4, Saige Tech Park, Huaqiang North Road, Futian Dist., Shenzhen, Guangdong, China (Mainland).

62. Upon information and belief, Defendant Shenzhen Arma Electronics Technology Ltd. is a merchant on Alibaba.com, at <https://arma.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 1030, 10/F, East Building, Xinghua Mansion, No. 2018, Middle Shennan Road, Futian District, Shenzhen, Guangdong, China (Mainland).

63. Upon information and belief, Defendant Shenzhen B2corner Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/613734>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong China.

64. Upon information and belief, Defendant Shenzhen Bien Technology Co., Ltd. is a merchant on Alibaba.com, at <https://szbien.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 602, Building 16, Liduhuacheng, No. E40, Henghe Street Office, Qingcheng District, Qingyuan, Guangdong, China (Mainland).

65. Upon information and belief, Defendant Shenzhen BLL Cell Phone Accessories Co., Ltd. is a merchant on Alibaba.com, at <https://blll.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rm. 705, Fengnan Garden, Gexin Rd., Haizhu Dist., Guangzhou, Guangdong, China (Mainland).

66. Upon information and belief, Defendant Shenzhen Bluerin Technology Limited is a merchant on Alibaba.com, at <https://bluerin.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 502, Block D, Huafeng Headquarters Economy Building, Xixiang Street, Baoan District, Shenzhen, Guangdong, China (Mainland).

67. Upon information and belief, Defendant Shenzhen Blueskysea Technology Co., Ltd. is a merchant on Alibaba.com, at <https://blueskysea.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 4/F, Bldg. 7, North

Industrial Zone, Shangmeilin Citang Village, Futian Dist., Shenzhen, Guangdong, China (Mainland).

68. Upon information and belief, Defendant Shenzhen Cheban Technology Co., Ltd. is a merchant on Alibaba.com, at <https://hkhands.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 2nd Floor, 30th Building, Niudipu Xincun, Sanlian, Longhua Street, Longhua New Area, Shenzhen, Guangdong, China (Mainland).

69. Upon information and belief, Defendant Shenzhen Chuangwei Seiko Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://cwjg.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Floor 2, Building H, Shanggaotian, Haibin New Village, Gushu, Xixiang, Baoan, Shenzhen, Guangdong, China (Mainland).

70. Upon information and belief, Defendant Shenzhen Cklido Technology Co., Ltd. is a merchant on Alibaba.com, at <https://cklido.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at (D27) 17-20FD50, Axle A-D, Floor 6, Bldg. 4, Saige Tech Park, Futian Dist., Shenzhen, Guangdong, China (Mainland).

71. Upon information and belief, Defendant Shenzhen Customed All Electronic Technology Co., Limited is a merchant on Alibaba.com, at <https://customizedall.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at B1305, Building 160, Taoxia Village, Dalang, Shenzhen, Guangdong, China (Mainland).

72. Upon information and belief, Defendant Shenzhen Domars Technology Co., Ltd. is a merchant on Alibaba.com, at <https://domars.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 374 Donhuan Road, Shajing St., Baoan Area, Shenzhen, Guangdong, China (Mainland).

73. Upon information and belief, Defendant Shenzhen Douwinning Technology Co., Ltd. is a merchant on Alibaba.com, at <https://douwinning.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at A, Floor 5, Plant A4, Penghongxin Ind. Zone, Baoan, Shenzhen, Guangdong, China.

74. Upon information and belief, Defendant Shenzhen Dovina Electronic Technology Co., Ltd is a merchant on Alibaba.com, at <https://dovina.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 509, Bldg. A4, Hangcheng Chuangxin Chuangye Park, Baoan Dist., Shenzhen, Guangdong, China (Mainland).

75. Upon information and belief, Defendant Shenzhen Dowdon Technology Co., Ltd. is a merchant on Alibaba.com, at <https://cndowdon.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Room 900-2, 9th Floor, East Of 4th Building, SEG Science and Tech Park, Huaqiang North Road, Futian District, Shenzhen, Guangdong, China (Mainland).

76. Upon information and belief, Defendant Shenzhen Eastech Company Limited, is a merchant on Alibaba.com, at <https://eastech4u.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 2209, Honghai Gebu building, Songgang Street, Bao'an District, baoan, Guangdong, China (Mainland).

77. Upon information and belief, Defendant Shenzhen Easygo Technology Co., Ltd. (Electric) is a merchant on Alibaba.com, at <https://ecigavapor.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 705, Gebu Mansion, Hongxing Village, Songgang Subdist., Shenzhen, Guangdong, China (Mainland).

78. Upon information and belief, Defendant Shenzhen Ebenda Technology Co., Ltd. is a merchant on Alibaba.com, at <https://epc.en.alibaba.com>, where it offers for sale and/or sells

Counterfeit Products and with a principal place of business at 5B11, 5/F, Futian Market Building, No. 99, Fuhua Rd., Futian District, Shenzhen, Guangdong, China (Mainland).

79. Upon information and belief, Defendant shenzhen Electronic wholesale world, is a merchant on Aliexpress.com, at <https://www.aliexpress.com/store/1099146>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong China.

80. Upon information and belief, Defendant Shenzhen Ever Grand Technology Co., Ltd. is a merchant on Alibaba.com, at <https://mysuppliers.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 206, 2nd Floor, Bldg. 6, Dafapu Industrial Zone, Bantian, Longgang, Shenzhen, Guangdong, China (Mainland).

81. Upon information and belief, Defendant Shenzhen Friender Technology Co., Ltd. is a merchant on Alibaba.com, at <https://friendever.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 1822, Gelinwangyuan, Yunnan Road, Futian Dist., Shenzhen, Guangdong, China (Mainland).

82. Upon information and belief, Defendant Shenzhen Funadd Technology Limited is a merchant on Alibaba.com, at <https://funaddtech.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 803, No. 614 Building, Bagua 1st Road, Futian District, Shenzhen, Guangdong, China (Mainland).

83. Upon information and belief, Defendant Shenzhen Geekdigger Technology Co., Ltd. is a merchant on Alibaba.com, at <https://geekdigger.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 3205, Saige Plaza, Huaqiangbei Road, Futian District, Shenzhen, Guangdong, China (Mainland).

84. Upon information and belief, Defendant Shenzhen Gold Sea Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://yueyang-ltd.en.alibaba.com/>, where it offers for sale and/or

sells Counterfeit Products and with a principal place of business at No. 3 Floor, Building 9, Guanghua Community, 188 Industrial Park, Henggang St., Longgang District, Shenzhen, Guangdong, China (Mainland).

85. Upon information and belief, Defendant Shenzhen Hanvey Gifts Co., Ltd., is a merchant on Alibaba.com, at <https://hanvey.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rm. 1105, B Block, Zhengzhong Fenglin International Centre, Longgang Road, Longgang District, Shenzhen, Guangdong, China (Mainland).

86. Upon information and belief, Defendant Shenzhen HaoDaXin Technology Co., Ltd. is a merchant on Alibaba.com, at <https://thaihood.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 12D, Building A, Complex Building, Minle Industrial Park, Minzhi St., Bao'an Dist., Shenzhen, Guangdong, China (Mainland).

87. Upon information and belief, Defendant Shenzhen HAWHEEL Technology Limited is a merchant on Alibaba.com, at <https://haweel.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 807, Building 614, Bagua 1st Road, Yuanling St., Futian District, Shenzhen, Guangdong, China (Mainland).

88. Upon information and belief, Defendant Shenzhen Hershelly Technology Co., Ltd. is a merchant on Alibaba.com, at <https://hershelly.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 401, Bldg. 6, Taoyuanju, Xixiang Town, Baoan District, Shenzhen, Guangdong, China (Mainland).

89. Upon information and belief, Defendant Shenzhen HHY Co., Ltd., is a merchant on Alibaba.com, at <https://hhygroup.en.alibaba.com>, where it offers for sale and/or sells

Counterfeit Products and with a principal place of business at Room 1317, Tower A, Nanfang International Plaza, Futian Street, Futian District, Shenzhen, Guangdong, China (Mainland).

90. Upon information and belief, Defendant Shenzhen Hindo Technology Co., Ltd. is a merchant on Alibaba.com, at <https://hindotech.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 502, Block 6, No. 2, Shuiku Road, Nankeng Village, Bantian, Longgang Dist., Shenzhen, Guangdong, China (Mainland).

91. Upon information and belief, Defendant Shenzhen Huaxinyin Electronic Technology Co., Ltd. is a merchant on Alibaba.com, at https://hxydzgs.en.alibaba.com, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in at 3rd Floor, No. B1 Bldg., Guanghaofeng Industrial Park, Hangcheng Avenue, Bao'an District, Shenzhen, Guangdong, China (Mainland).

92. Upon information and belief, Defendant Shenzhen Inglong Technology Co., Ltd. is a merchant on Alibaba.com, at <https://inglong.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 416, 4th Floor, Building G, Yuxing Technology Industrial Park, Gushu 2nd Road, Baoan District, Shenzhen, Guangdong, China (Mainland).

93. Upon information and belief, Defendant Shenzhen Jac-Tech Electronics Co., Ltd. is a merchant on Alibaba.com, at https://jac-tech.en.alibaba.com, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 1112, Gelinwangyuan, Yunnan Road, Shenzhen, Guangdong, China (Mainland).

94. Upon information and belief, Defendant ShenZhen Jdbstar Technology Co., Ltd. is a merchant on Alibaba.com, at <https://jdbstar.en.alibaba.com/>, where it offers for sale and/or sells

Counterfeit Products and with a principal place of business at 5 Floor, Eco International, Zhongxi, Shuiku Road and Fenggong Road Intersection, Xixiang St., Bao'an District, Shenzhen, Guangdong, China (Mainland).

95. Upon information and belief, Defendant Shenzhen JEDI Technology Co., Ltd., is a merchant on Alibaba.com, at <https://jedi.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Section A, 7/F, No. 3, Gongguang Road, Loucun Community, Gongming Office, Guangming New District, Shenzhen, Guangdong, China (Mainland).

96. Upon information and belief, Defendant Shenzhen Jencent Electronics Technology Co., Ltd. is a merchant on Alibaba.com, at <https://jencent.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 2 Qianxiang, Changsheng East Road, Chang'an Town, Dongguan, Guangdong, China (Mainland).

97. Upon information and belief, Defendant Shenzhen Kakudos Technology Co., Ltd. is a merchant on Alibaba.com, at https://kakudos.en.alibaba.com, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Floor 3rd, Bldg. 1B, 91 Lixin Rd., Danzhutou Community, Nanwan St., Longgang Dist., Shenzhen, Guangdong, China (Mainland).

98. Upon information and belief, Defendant Shenzhen Keystar Industries Co., Ltd. is a merchant on Alibaba.com, at <https://pcaccessorycn.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 402, Bldg. 11, 9th College, Pinghu Phoenix Avenue, Longgang District, Shenzhen, Guangdong, China (Mainland).

99. Upon information and belief, Defendant Shenzhen Kou Zone International Investments Ltd. is a merchant on Alibaba.com, at <https://kou-zone.en.alibaba.com/>, where it

offers for sale and/or sells Counterfeit Products and with a principal place of business at 2nd Floor, 11th Building, Tianfu'an Industrial Zone, Jiuwei Lezhu, Xixiang, Bao'an District, Shenzhen, Guangdong, China (Mainland).

100. Upon information and belief, Defendant Shenzhen Leadingplus Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://leadingplus.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 208, 209 & 213, Dongxu Building, No. 4, Minhuan Road, Longhua New District, Shenzhen, Guangdong, China (Mainland).

101. Upon information and belief, Defendant Shenzhen Lichip Electronic Co., Ltd., is a merchant on Alibaba.com, at <https://lichip.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 324, Floor 3, Tianhui Building B, Yousong Rd., Longhua St., Longhua New Area, Shenzhen, Guangdong, China (Mainland).

102. Upon information and belief, Defendant Shenzhen Light Point Technology Co., Ltd. is a merchant on Alibaba.com, at <https://lightpoint-tech.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 401, Building 2, Jinfanghua E-Commerce Industrial Park, 450 Bulong Road, Yangmei Village, Bantian Street, Longgang District, Shenzhen, Guangdong, China (Mainland).

103. Upon information and belief, Defendant Shenzhen Link Dream Electronics Co., Ltd. is a merchant on Alibaba.com, at <https://linkdream.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 510, 5/F, Huaafa Bldg., Huaafa North Rd., Futian Dist., Shenzhen, Guangdong, China (Mainland).

104. Upon information and belief, Defendant Shenzhen Link-Shine Smart Technology Ltd. is a merchant on Alibaba.com, at <https://linkshinesmart.en.alibaba.com/>, where it offers for

sale and/or sells Counterfeit Products and with a principal place of business at Room 806, Longpeng Building, Renmin Road, Longhua District, Shenzhen, Guangdong, China (Mainland).

105. Upon information and belief, Defendant Shenzhen Loar Technology Co., Ltd. is a merchant on Alibaba.com, at <https://loar.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rm. 501, No. 6, Guangyayuan Road, Bantian, Longgang Dist., Shenzhen, Guangdong, China (Mainland).

106. Upon information and belief, Defendant Shenzhen Lonten Technology Co., Limited is a merchant on Alibaba.com, at <https://lonten.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 1320, Seg Plaza, Shennan Middle Road, Futian Area, Shenzhen, Guangdong, China (Mainland).

107. Upon information and belief, Defendant Shenzhen Masmire Technology Co., Ltd. is a merchant on Alibaba.com, at <https://masmire.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 2/F, 17th Building, Yuanyiyuan Industrial Zone, Xixiang Street, Bao'an District, Shenzhen, Guangdong, China (Mainland).

108. Upon information and belief, Defendant Shenzhen Minghai Technology Co., Ltd. is a merchant on Alibaba.com, at <https://mhbuy.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 12-201, Shilongkeng North 2nd Lane, Buji Street, Shenzhen, Guizhou, China (Mainland).

109. Upon information and belief, Defendant Shenzhen Mo Idea Product Design & Manufacture Limited is a merchant on Alibaba.com, at <https://moidea.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 405, Building 14, North Lane 1, Youyuan New Village, Donghuan 1st Road, Longhua New Dist., Shenzhen, Guangdong, China (Mainland).

110. Upon information and belief, Defendant SHENZHEN MODEL FANS ELECTRONIC CO., LTD is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/206605>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong China.

111. Upon information and belief, Defendant Shenzhen Myeah Technology Co.,Ltd Store is a merchant on AliExpress.com, at <http://www.aliexpress.com/store/2669191>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

112. Upon information and belief, Defendant Shenzhen Northvision Technologies Co., Ltd. is a merchant on Alibaba.com, at <https://northvision.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 3501B1, 35th Floor, Seg Plaza, Huaqiangbei, Futian District, Shenzhen, Guangdong, China (Mainland).

113. Upon information and belief, Defendant Shenzhen ONU Mall Technology Co., Limited is a merchant on Alibaba.com, at <https://onu-mall.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 2208-2209, Bldg. A, Qunxing Plaza, No. 38, Hongli Road, Futian Dist., Shenzhen, Guangdong, China (Mainland).

114. Upon information and belief, Defendant Shenzhen Pengyuan Electronics Co., Ltd. is a merchant on Alibaba.com, at <https://pengyuan.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 6DE, Hangdu Bldg., Futian Dist., Shenzhen, Guangdong, China (Mainland).

115. Upon information and belief, Defendant Shenzhen Quality Technology Co., Ltd. is a merchant on Alibaba.com, at <https://szqualitye.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 201, 203, Floor 2, Zone 3,

Blog. B, Shenzhen Mingyou Industrial Products Procurement Center, Baoyuan Road, Xixiang Street, Baoan Dist., Shenzhen, Guangdong, China (Mainland).

116. Upon information and belief, Defendant Shenzhen Rongli Plastic Hardware Co., Ltd. is a merchant on Alibaba.com, at <https://ronglibt.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Bldg. 6, Dongfeng Ind. Zone, Songgang Town, Baoan Dist., Shenzhen, Guangdong, China (Mainland).

117. Upon information and belief, Defendant Shenzhen Shanhai Technology Ltd., is a merchant on Alibaba.com, at <https://hkshanghai.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 525, Yutian Building, Dongyuan Road, Futian District, Shenzhen, Guangdong, China (Mainland).

118. Upon information and belief, Defendant Shenzhen Someg Electronic Technology Co., Ltd. is a merchant on Alibaba.com, at <https://someg.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 1-1404, Bldg. 3, Natural Gas Network Management Center, West of Binhu East Road, North Of Xuefu Road, Ezhou, Hubei, China (Mainland).

119. Upon information and belief, Defendant Shenzhen Splinktech Co., Ltd. is a merchant on Alibaba.com, at <https://sblktech.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Unit 5, Taorange, Phase 1, Zhenye City, Henggang Street, Longgang Dist., Shenzhen, Guangdong, China (Mainland).

120. Upon information and belief, Defendant Shenzhen Starfly Technology Co., Ltd. is a merchant on Alibaba.com, at <https://szstarfly.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 303, Bldg. 80, Nanyuan New Village, Minzhi Street, Longhua New Dist., Shenzhen, Guangdong, China (Mainland).

121. Upon information and belief, Defendant Shenzhen SVPRO Technology Co., Ltd. is a merchant on Alibaba.com, at <https://svpro.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 1312, Tianliao Building, Tianliao Industrial Zone A, Taoyuan Street, Nanshan District, Shenzhen, Guangdong, China (Mainland).

122. Upon information and belief, Defendant Shenzhen Tamon Technology Co., Limited is a merchant on Alibaba.com, at <https://sztamon.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at D-801, Phase 2, Kangqiao Garden, Baoguan Road, Buji, Longgang Dist., Shenzhen, Guangdong, China (Mainland).

123. Upon information and belief, Defendant Shenzhen Topwell Electronic Technology Co., Ltd. is a merchant on Alibaba.com, at <https://topwell-ltd.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 3/F, Building 3, Xiantaoyuan Industrial Park, Nanwan St., Longgang District, Shenzhen, Guangdong, China (Mainland).

124. Upon information and belief, Defendant Shenzhen Toysky Trading Firm is a merchant on Alibaba.com, at <https://toy-sky.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at (Houliu Lane, Haiguan) Floor 4, Taian Road, Chenghai Dist., Shantou, Guangdong, China (Mainland).

125. Upon information and belief, Defendant Shenzhen Trulyway Electronic Development Co., Ltd. is a merchant on Alibaba.com, at <https://sztrulyway.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No.

2303, 3/F, No. 2 Factory, No. 1-1, Dawan Road, Dakang Community, Henggang Street, Longgang District, Shenzhen, Guangdong, China (Mainland).

126. Upon information and belief, Defendant Shenzhen Trusting Electronic Technology Co., Ltd. is a merchant on Alibaba.com, at <https://trustingtech.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rm. 518, Bldg. 3, Lihao Ind. Zone, No. 78, Ainan Road, Longgang Dist., Shenzhen, Guangdong, China (Mainland).

127. Upon information and belief, Defendant Shenzhen Union Technologies Co., Ltd. is a merchant on Alibaba.com, at <https://gcl3d.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at A1-1303, Huayi Building, Zone A, Pingji Road, Xialilang Community, Nanwan Street, Longgang Dist., Shenzhen, Guangdong, China (Mainland).

128. Upon information and belief, Defendant Shenzhen V-Choice Electronic Tech. Co., Ltd. is a merchant on Alibaba.com, at <https://v-choice.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 1803-1805, Dongfeng Building, No. 2010, Shennan Middle Road, Futian District, Shenzhen, Guangdong, China (Mainland).

129. Upon information and belief, Defendant Shenzhen VYIYI Technology Co., Ltd. is a merchant on Alibaba.com, at <https://vyiyi.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 704, 32nd Building, Shawei West Village, Shatou Street, Futian District, Shenzhen, Guangdong, China (Mainland).

130. Upon information and belief, Defendant Shenzhen Welte Electronic Technology Co., Ltd. is a merchant on Alibaba.com, at <https://szwytdz.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 403, 11th Building, 1st

Village Industrial Park, Xihuan Road, Buji, Longgang Dist., Shenzhen, Guangdong, China (Mainland).

131. Upon information and belief, Defendant Shenzhen Winnho Technology Co., Ltd. is a merchant on Alibaba.com, at <https://winnho.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 112, 1/F, Block B, Dingjunshan Movie Cultural Science and Technology Innovation Park, Chentian, Xixiang Street, Baoan Area, Shenzhen, Guangdong, China (Mainland).

132. Upon information and belief, Defendant Shenzhen Wise Industry Co., Ltd. is a merchant on Alibaba.com, at https://securitywell.en.alibaba.com, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 13F, Unit 2, Block 4, Zuotingyouyuan, Buji, Longgang District, Shenzhen, Guangdong, China (Mainland).

133. Upon information and belief, Defendant Shenzhen Worthspark Electronic Co., Ltd. is a merchant on Alibaba.com, at https://worthspark.en.alibaba.com, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 301B, Plant 4, Xiawei Industry Zone, 7 Ganli 6th Road, Ganli Science Park, Gankeng Community, Buji Street, Longgang District, Shenzhen, Guangdong, China (Mainland).

134. Upon information and belief, Defendant Shenzhen WTYD Technology Limited is a merchant on Alibaba.com, at <https://outdooor.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 806, Bldg. 614, Bagua 2nd Road, Futian Dist., Shenzhen, Guangdong, China (Mainland).

135. Upon information and belief, Defendant Shenzhen Xinghecheng Technology Limited is a merchant on Alibaba.com, at <https://xhc2.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rom 801, No. 614

Building, Bagua 1st Road, Yuanling Street, Futian Dist., Shenzhen, Guangdong, China (Mainland).

136. Upon information and belief, Defendant Shenzhen Yanbochuang Technology Co., Ltd. is a merchant on Alibaba.com, at <http://ybc360.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rm. 8A1, East Bldg. 2, Saige Technology Park, Huaqiangbei, Futian Dist., Shenzhen, Guangdong, China (Mainland).

137. Upon information and belief, Defendant Shenzhen Yangke Electronic Factory is a merchant on Alibaba.com, at <https://yangkedz.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Plant 201, Building 4, No. 55, Fengtang St., Liuyue Community, Henggang Street, Longgang District, Shenzhen, Guangdong, China (Mainland).

138. Upon information and belief, Defendant Shenzhen Yiqun Technology Limited is a merchant on Alibaba.com, at <https://shenzhenyq.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 6j16, Floor 6, Bldg. 3, Saige Tech Park, Huaqiang North Road, Huaqiang North Street, Futian Dist., Shenzhen, Guangdong, China (Mainland).

139. Upon information and belief, Defendant Shenzhen YJM Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://yjmvip.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at A102, Floor 5, Kangti Bldg., No. 18, Zhenxing Road, Huaqiang North Street, Futian Dist., Shenzhen, Guangdong, China (Mainland).

140. Upon information and belief, Defendant Shenzhen Yonger Electronics Co. is a merchant on Alibaba.com, at <https://yonger.en.alibaba.com>, where it offers for sale and/or sells

Counterfeit Products and with a principal place of business at 304, No. 11, Lane 1, Gaoshuwei, Xixiang Street, Baoan Dist., Shenzhen, Guangdong, China (Mainland).

141. Upon information and belief, Defendant Shenzhen YUESIXING Technology Co., Ltd. is a merchant on Alibaba.com, at <https://ysx-electronic.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at C-4-402, Yongchuang Tech Park, 2nd Ind. Zone, Taoxia Village, Dalang Street, Longhua New Dist., Shenzhen, Guangdong, China (Mainland).

142. Upon information and belief, Defendant Shenzhen YXS Technology Co., Ltd. is a merchant on Alibaba.com, at <https://ic-yxs.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at A-16J, Duhui 100 Bldg., No. 4, Zhonghang Road, Futian Dist., Shenzhen, Guangdong, China (Mainland).

143. Upon information and belief, Defendant Shenzhen Ziho Technology Co., Ltd. is a merchant on Alibaba.com, at <https://zihotek.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 606, Jinhong Bldg., No. 10, Hourui Xingwei Road, Xixiang, Baoan Dist., Shenzhen, Guangdong, China (Mainland).

144. Upon information and belief, Defendant Shop2956102 Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2956102>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

145. Upon information and belief, Defendant skyyxr is a merchant on DHGate.com, at <https://www.dhgate.com/store/20041283>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Shanghai, China.

146. Upon information and belief, Defendant SUPREME FACTORY LIMITED is a merchant on Alibaba.com, at <https://supremefactory.en.alibaba.com>, where it offers for sale and/or

sells Counterfeit Products and with a principal place of business at Flat B, 8/F, Hop Hing Industrial Building, 704 Castle Peak Road, Sham Shui Po, Kowloon, Hong Kong.

147. Upon information and belief, Defendant TOP RC Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1291582>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

148. Upon information and belief, Defendant USmart Life Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1955049>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

149. Upon information and belief, Defendant VEENAC Global Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1836296>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong China.

150. Upon information and belief, Defendant vitog is a merchant on DHGate.com, at <https://www.dhgate.com/store/20159624>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

151. Upon information and belief, Defendant Vococal Eletronic Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/807399>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong China.

152. Upon information and belief, Defendant Winait Technologies Ltd. is a merchant on Alibaba.com, at <https://winait.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room A806, Automobile Building, No. 2, Yunnan Road, Futian District, Shenzhen, Guangdong, China (Mainland).

153. Upon information and belief, Defendant WRSUNEN Golden Laugh Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1923260>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

154. Upon information and belief, Defendant wubingtop2 is a merchant on DHGate.com, at <https://www.dhgate.com/store/20464655>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

155. Upon information and belief, Defendant Xiamen Belitop Industry And Trade Co., Ltd. is a merchant on Alibaba.com, at <https://belitop.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 1F-3, No. 89, Huli Park, Tong'an Ind. Zone, Xiamen, Fujian, China (Mainland).

156. Upon information and belief, Defendant Xiamen Yueshi Trade Co., Ltd. is a merchant on Alibaba.com, at <https://grinch6666.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 412, 4, NO. 65, Tongan Park, Tong'an District, Xiamen, Fujian, China (Mainland).

157. Upon information and belief, Defendant xiang3222872 is a merchant on DHGate.com, at <https://www.dhgate.com/store/20353614>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

158. Upon information and belief, Defendant Yong Jun Plastic & Electronics (Dongguan) Co., Ltd. is a merchant on Alibaba.com, at <http://intpromo.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 98, Tian'e Industrial Park, Liwu, Qiaotou, Dongguan, Guangdong, China (Mainland).

159. Upon information and belief, Defendant Yuyao New Power Promotion Industrial Co., Ltd. is a merchant on Alibaba.com, at <https://yyyuancheng.en.alibaba.com>, where it offers for

sale and/or sells Counterfeit Products and with a principal place of business at No. 9, Huachang Road, Lizhou Street, Yuyao, Ningbo, Zhejiang, China (Mainland).

160. Upon information and belief, Defendant Zhuhai Guangtai Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://guangtai-ele.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Floor 2, Plant, Qiannan Ind. Area, Dahaihan Village Committee, Qianwu Town, Doumen Area, Zhuhai, Guangdong, China (Mainland).

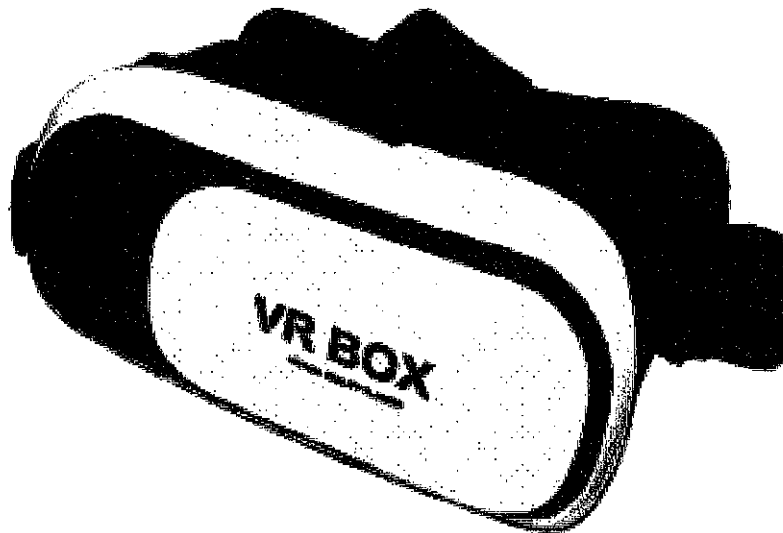
GENERAL ALLEGATIONS

Plaintiff and Its WOW VR Products

161. WOW is one of the leading providers of virtual reality headsets and hardware. Virtual reality headsets allow the user to fully immerse him or herself in a virtual space and feel as though he or she is actual there when viewing and experiencing virtual reality games, movies and images.

162. WOW introduced its own virtual reality headsets, which are sold under the VR BOX brand (the “WOW VR Mark” as defined below), in November 2015 through its predecessor in interest, Amaze Pictures, Inc. (the “WOW VR Products”).

163. WOW VR Products, as depicted beneath, feature a sliding front-face panel, which provides for quick access to the camera when a consumer is using an augmented reality application, and features a customizable focus adjustment system that has separate settings for each eye:



164. The WOW VR Products have become incredibly popular and successful since that time.

165. While WOW has gained significant common law trademark and other rights in the WOW VR Products through use, advertising, and promotion, WOW has also protected its valuable rights by filing for and obtaining a federal trademark registration in connection with the same.

166. WOW is the owner of U.S. Trademark Registration No. 5,021,219 for "VR BOX" for goods in Classes 9 and 28 (the "WOW VR Mark"). A true and correct copy of the registration certificate for the WOW VR Mark is attached hereto as **Exhibit A** and incorporated herein by reference.

167. The WOW VR Mark is currently in use in commerce in connection with the WOW VR Products. The WOW VR Mark was first used in commerce on or before November 1, 2015.

168. Plaintiff has spent substantial time, money and effort in building up and developing consumer recognition, awareness and goodwill in the WOW VR Products and WOW VR Mark.

169. The success of the WOW VR Products is due in part to Plaintiff's marketing and promotional efforts, as described above.

170. Plaintiff's success is also due to its use of the highest quality materials and processes in making the WOW VR Products.

171. In addition, Plaintiff owes a substantial amount of the success of the WOW VR Products to its consumers, and word of mouth buzz that its consumers have generated, particularly via social media.

172. As a result of Plaintiff's efforts, the quality of Plaintiff's products and the word-of-mouth buzz generated by its consumers, the WOW VR Mark and WOW VR Products have become prominently placed in the minds of the public. Members of the public have become familiar with the WOW VR Mark and WOW VR Products, and have come to associate them exclusively with Plaintiff. Plaintiff has acquired a valuable reputation and goodwill among the public as a result of such association.

173. Plaintiff has gone through great lengths to protect its interests to the WOW VR Mark and WOW VR Products. No one other than Plaintiff is authorized to manufacture, import, export, advertise, offer for sale or sell any goods utilizing the WOW VR Mark without the express permission of Plaintiff.

The Online Marketplace Platforms and Defendants' User Accounts

174. Alibaba.com, AliExpress.com and DHgate.com are online marketplace platforms which allow manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their wholesale and retail products originating

from China directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

175. As some of the leaders of China's e-commerce and digital retail market, Alibaba.com, AliExpress.com and DHgate.com have generated hundreds of billions in sales worldwide.¹ International markets, including the U.S., make up a significant percentage of sales made on Alibaba.com, AliExpress.com and DHgate.com. For example, in 2016, revenue from international retail sales grew by 25% on AliExpress.com to \$342 million and 15% on Alibaba.com to \$841 million.² The press reported that the growth in sales on AliExpress.com resulted from an increase in the number of buyers, particularly from the U.S., as well as other large countries like Russia and Brazil.³ Additionally, according to *Business Insider*, excluding China, the U.S. was among the top five countries with packages coming from Alibaba's marketplaces on the company's "Singles' Day" (often compared to the U.S.'s Cyber Monday) in 2015, which resulted in over \$14 billion in sales in one day.⁴ Further, DHgate.com offers 25 million consumer products from 1.2 million suppliers for sale on their platform and attributes over half of their sales to U.S. buyers alone.⁵

¹ See Kenneth Rapoza, *Jack Ma's Alibaba Promises Huge Sales Boom, \$910 Billion In Merchandise Volume By 2020*, FORBES (Jun. 15, 2016), <http://www.forbes.com/sites/kenrapoza/2016/06/15/jack-ma-foretells-huge-sales-boom-for-chinese-e-commerce-giant-alibaba/#78d364486b52>.

² See Frank Tong, *Alibaba's annual web sales easily surpass U.S. e-retail sales*, DIGITALCOMMERCE360.COM (May 5, 2016), <https://www.internetretailer.com/2016/05/05/alibabas-annual-web-sales-easily-surpass-us-e-retail-sales>.

³ See Frank Tong, *An Alibaba site sells \$4.5 billion in one year to consumers outside of China*, DIGITALCOMMERCE360.COM (Sept. 11, 2014), <https://www.internetretailer.com/2014/09/11/alibaba-site-sells-45-billion-one-year-consumers-outs>.

⁴ See Bob Bryan, *Alibaba just proved it's more than just some Chinese company*, BUSINESS INSIDER (Nov. 15, 2015), <http://www.businessinsider.com/alibaba-international-expansion-2015-11>.

⁵ See Nona Tepper, *U.S. buyers account for half the sales on Hong Kong-based wholesale site DHgate.com*, DIGITALCOMMERCE360, (Jun. 22, 2015), <https://www.internetretailer.com/2015/06/22/us-buyers-account-half-sales-dhgatecom>.

176. As recently addressed in the *Wall Street Journal*, *Fortune* and the *New York Times*,⁶ and as reflected in the federal lawsuits filed against sellers offering for sale and selling infringing and/or counterfeit products on Alibaba.com, AliExpress.com and DHgate.com,⁷ an astronomical number of counterfeit and infringing products are offered for sale and sold on Alibaba.com, AliExpress.com and DHgate.com, as well as other online marketplace platforms, at a rampant rate.

177. Defendants are individuals and/or businesses, who, upon information and belief, are located in China but conduct business in the U.S. and other countries by means of their User Accounts and on their Merchant Storefronts on Alibaba.com, AliExpress.com and DHgate.com, as well as potentially yet undiscovered additional online marketplace platforms.

178. Through their Merchant Storefronts, Defendants offer for sale and/or sell consumer products, including Counterfeit Products, and target and ship such products to customers located in the U.S., including New York, and throughout the world.

Defendants' Wrongful and Infringing Conduct

179. Particularly in light of Plaintiff's success with its popular WOW VR Products, as well as the reputation they have gained, Plaintiff and its WOW VR Products have become targets for unscrupulous individuals and entities who wish to take capitalize on the goodwill, reputation

⁶ See Kathy Chu, *Alibaba Vows Crackdown on Fakes Amid Trade Group Controversy*, WALL STREET JOURNAL (May 13, 2016), <http://www.wsj.com/articles/alibaba-vows-crackdown-on-fakes-amid-trade-group-controversy-14631276052>; Scott Cendrowski, *Chinese Regulator Again Calls Out Alibaba for Counterfeit Goods*, FORTUNE (Aug. 10, 2016), <http://fortune.com/2016/08/11/alibaba-counterfeit-goods-regulator/>; see also Kathy Chu, *Alibaba Suspends From Anticounterfeiting Group*, WALL STREET JOURNAL (May 13, 2016), <http://www.wsj.com/articles/alibaba-suspended-from-anticounterfeiting-group-1463170527?tesla=y>; Michael Schuman, *A Small Table Maker Takes On Alibaba's Flood of Fakes*, N.Y. TIMES (Mar. 18, 2017), <https://www.nytimes.com/2017/03/18/business/alibaba-fake-merchandise-e-commerce.html>.

⁷ See Kathy Chu, *Luxury brands get tougher with counterfeiters – and Alibaba*, MARKETWATCH (Aug. 16, 2016), <http://www.marketwatch.com/story/luxury-brands-get-tough-with-counterfeiters-2016-08-16-91031611>; Gilian Wong, *Alibaba Sued Over Alleged Counterfeits*, WALL STREET JOURNAL (May 17, 2015), <http://www.wsj.com/articles/alibaba-sued-over-alleged-counterfeits-1431877734>; Scott Cendrowski, *There's no end in sight for Alibaba's counterfeit problem*, FORTUNE (May 18, 2015), <http://fortune.com/2015/05/18/theres-no-end-in-sight-for-alibabas-counterfeit-problem/>.

and fame Plaintiff has amassed in its WOW VR Products and WOW VR Mark, and Plaintiff investigates and enforces against such activities.

180. As part of these efforts, Plaintiff retained New Alchemy Limited ("NAL"), a company that provides trademark infringement research services, to investigate and research manufacturers, wholesalers, retailers and/or third-party merchants offering for sale and/or selling Counterfeit Products on online marketplace platforms such as Alibaba.com, Aliexpress.com and DHgate.com.

181. Through NAL's investigative and enforcement efforts, Plaintiff learned of Defendants' actions which vary and include, but are not limited to: manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling unauthorized virtual reality headsets bearing the WOW VR Mark and/or bearing marks that are confusingly similar to the WOW VR Mark, and/or are identical or confusingly to the WOW VR Products (collectively referred to as, "Infringing Product(s)" or "Counterfeit Product(s)") to U.S. consumers, including those located in the state of New York, through Defendants' User Accounts and Merchant Storefronts. Printouts of listings for Counterfeit Products from Defendants' User Accounts and Merchant Storefronts are included in **Exhibit B** attached hereto and incorporated herein by reference.

182. Defendants are not and have never been authorized by Plaintiff or any of its authorized agents to copy, manufacture, import, export, advertise, distribute, offer for sale or sell any of the WOW VR Products or to use the WOW VR Mark, or any marks that are confusingly similar to the WOW VR Mark.

183. Defendants' Counterfeit Products are nearly indistinguishable from Plaintiff's WOW VR Products with only minor variations that no ordinary consumer would recognize.

184. During its investigation, NAL identified Defendants as offering for sale and/or selling Counterfeit Products and contacted Defendants through their respective User Accounts expressing interest in placing a bulk order for Counterfeit Products and inquiring about methods of payment. NAL also often requested the respective Defendant's e-mail addresses. Printouts of NAL's conversations with each of the Defendants are included in **Exhibit B** attached hereto and incorporated herein by reference.

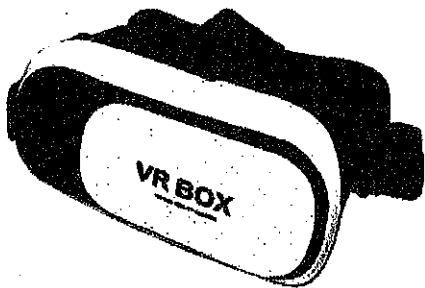
185. During its communications with Defendants, NAL specified a shipping address located in New York (the "New York Address") and verified that each Defendant provides shipping to the New York Address. Printouts of the checkout pages, order forms and/or pro forma invoices for the Counterfeit Products reflecting that Defendants agreed to ship Counterfeit Products to the New York Address are included in **Exhibit B** attached hereto and incorporated herein by reference.

186. NAL confirmed that each Defendant was and/or is still currently offering for sale and/or selling Counterfeit Products through their respective User Accounts and/or Merchant Storefronts, accepting payment for such Counterfeit Products in U.S. Dollars through various payment processing services and that each Defendant provides shipping and/or has actually shipped Counterfeit Products to the U.S., including to customers located in New York. NAL's findings are supported by Defendants' listings for Counterfeit Products, their communications with NAL and/or the checkout pages, order forms and/or pro forma invoices for the Counterfeit Products which are included in **Exhibit B** attached hereto and incorporated herein by reference.

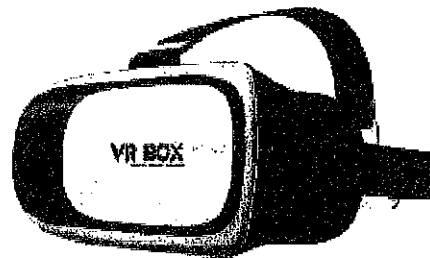
187. For example, below on the left is an image of Plaintiff's WOW VR Products. Depicted below on the right is a listing for Defendant bowwa's Counterfeit Product ("bowwa Infringing Listing" and "bowwa Counterfeit Product," respectively). Bowwa Infringing Listing

appears on Defendant bowwa's Merchant Storefront, <https://www.dhgate.com/store/bowwa>, and offers the bowwa Counterfeit Product for \$3.48 - \$10.39 per piece, using, featuring and/or incorporating the WOW VR Mark and/or confusingly or substantially similar marks in the listing title "2016 Head Mount Plastic **VR BOX II 2.0** Version VR Virtual Reality Glasses Rift Google Cardboard 3D Movie for 3.5' - 6.0' Smart Phone" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the bowwa Counterfeit Product is virtually identical to the WOW VR Products and features and/or incorporates the WOW VR Mark. There is no question that the bowwa Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing Plaintiff's WOW VR Products or that the bowwa Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the WOW VR Mark:

AUTHENTIC



COUNTERFEIT



188. NAL has confirmed that Defendant bowwa offers shipping to the U.S., and a screenshot from the bowwa Infringing Listing, depicted below, confirms that Defendant bowwa has sold products to the U.S.:

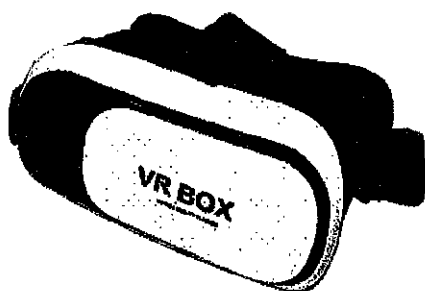
Transaction History

Transactions: 4

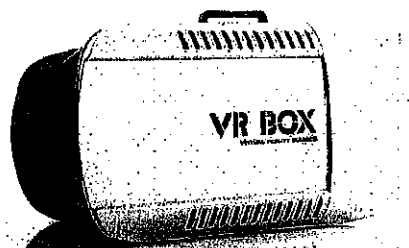
Buyer	Product Info	Quantity	Order Date
Kj***** [redacted]	2016 Head Mount Plastic VR BOX II 2.0 Version VR Virtual Reality Glasses Rift Google Cardboard 3D Movie for 3.5" - 6.0" Smart Phone	80 Piece	2017-11-28
Kj***** [redacted]	2016 Head Mount Plastic VR BOX II 2.0 Version VR Virtual Reality Glasses Rift Google Cardboard 3D Movie for 3.5" - 6.0" Smart Phone	80 Piece	2017-11-17
Kj***** [redacted]	2016 Head Mount Plastic VR BOX II 2.0 Version VR Virtual Reality Glasses Rift Google Cardboard 3D Movie for 3.5" - 6.0" Smart Phone	80 Piece	2017-10-13
Kj***** [redacted]	2016 Head Mount Plastic VR BOX II 2.0 Version VR Virtual Reality Glasses Rift Google Cardboard 3D Movie for 3.5" - 6.0" Smart Phone	80 Piece	2017-10-13

189. By way of an additional example, below on the left is an image of Plaintiff's WOW VR Products. Depicted below on the right is a listing for Defendant memorygeek's Counterfeit Product ("memorygeek Infringing Listing" and "memorygeek Counterfeit Product," respectively). Memorygeek Infringing Listing appears on Defendant memorygeek's Merchant Storefront, <https://www.dhgate.com/store/19763886>, and offers the memorygeek Counterfeit Product for \$12.89 - \$14.02 per piece, using, featuring and/or incorporating the WOW VR Mark and/or confusingly or substantially similar marks in the listing title "2017 Head Mount Plastic **VR BOX** Version VR Ritual Reality Glasses Rift Google Cardboard 3D Movie for 3.5' - 6.0' Smart Phone" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the memorygeek Counterfeit Product is virtually identical to the WOW VR Products and features and/or incorporates the WOW VR Mark. There is no question that the memorygeek Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing Plaintiff's WOW VR Products or that the memorygeek Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the WOW VR Mark:

AUTHENTIC



COUNTERFEIT



190. NAL has confirmed that Defendant memorygeek offers shipping to New York, and a screenshot from the memorygeek Infringing Listing, depicted below, confirms that Defendant memorygeek has sold products to the U.S.:

Transaction History			
Transactions: 7			
Buyer	Product Info	Quantity	Order Date
James M. [redacted]	2017 Head Mount Plastic VR BOX Version VR Virtual Reality Glasses For Google Cardboard 3D Mobile For 3.5" - 6.0" Smart Phone	8 Piece	2017-11-12
Buyer [redacted]	2017 Head Mount Plastic VR BOX Version VR Virtual Reality Glasses For Google Cardboard 3D Mobile For 3.5" - 6.0" Smart Phone	1 Piece	2017-11-12
Buyer [redacted]	2017 Head Mount Plastic VR BOX Version VR Virtual Reality Glasses For Google Cardboard 3D Mobile For 3.5" - 6.0" Smart Phone	1 Piece	2017-11-12
Buyer [redacted]	2017 Head Mount Plastic VR BOX Version VR Virtual Reality Glasses For Google Cardboard 3D Mobile For 3.5" - 6.0" Smart Phone	1 Piece	2017-11-12

191. By these dealings in Counterfeit Products (including, without limitation, copying, manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products), Defendants have violated Plaintiff's exclusive rights in the WOW VR Mark, and have used designs that are confusingly and/or substantially similar to, identical to and/or constitute counterfeiting of the WOW VR Mark in order to confuse consumers into believing that such Counterfeit Products are Plaintiff's WOW VR Products and aid in the promotion and sales of their Counterfeit Products. Defendants' conduct began long after Plaintiff's adoption and use of the WOW VR Mark, after the U.S. registration for

the same were obtained, as alleged above, and after Plaintiff's WOW VR Products and WOW VR Mark became well-known to the purchasing public.

192. Prior to and contemporaneous with their counterfeiting and infringing actions alleged herein, Defendants had knowledge of Plaintiff's ownership of the WOW VR Mark, of the fame and incalculable goodwill associated therewith and of the popularity and success of the WOW VR Products, and in bad faith adopted the WOW VR Mark.

193. Defendants have been engaging in the illegal counterfeiting and infringing actions, as alleged herein, knowingly and intentionally, or with reckless disregard or willful blindness to Plaintiff's rights, or in bad faith, for the purpose of trading on the goodwill and reputation of Plaintiff, the WOW VR Mark and WOW VR Products.

194. Defendants' dealings in Counterfeit Products, as alleged herein, has caused, and will continue to cause, confusion, mistake, economic loss and has, and will continue to deceive consumers, the public and the trade with respect to the source or origin of Defendants' Counterfeit Products, thereby causing consumers to erroneously believe that such Counterfeit Products are licensed by or otherwise associated with Plaintiff, thereby damaging Plaintiff.

195. In engaging in these actions, Defendants have, among other things, willfully and in bad faith committed the following, all of which have and will continue to cause irreparable harm to Plaintiff: infringed and counterfeited the WOW VR Mark; committed unfair competition and unfairly and unjustly profited from such activities at Plaintiff's expense.

196. Unless enjoined, Defendants will continue to cause irreparable harm to Plaintiff.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**(Trademark Counterfeiting Under Sections 32, 34 and 35 of the Lanham Act,
15 U.S.C. §§ 1114(1)(b), 1116(d) and 1117(b)-(c))**

197. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

198. Plaintiff is the owner of all right and title to the WOW VR Mark.

199. Plaintiff has continuously used the WOW VR Mark in interstate commerce since at least as early as November 1, 2015.

200. Without Plaintiff's authorization or consent, with knowledge of Plaintiff's well-known and prior rights in the WOW VR Mark and with knowledge that Defendants' Counterfeit Products bear counterfeit marks, Defendants intentionally reproduced, copied and/or colorably imitated the WOW VR Mark and/or used spurious designations that are identical with, or substantially indistinguishable, from the WOW VR Mark on or in connection with the manufacturing, import, export, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products.

201. Defendants have manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold their Counterfeit Products to the purchasing public in direct competition with Plaintiff, in or affecting interstate commerce, and/or have acted with reckless disregard of Plaintiff's rights in and to the WOW VR Mark, through their participation in such activities

202. Defendants have applied their reproductions, counterfeits, copies and colorable imitations of the WOW VR Mark to point-of-purchase materials, promotions and/or advertisements intended to be used in commerce upon, or in connection with, the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Defendants' Counterfeit Products, which is likely to cause confusion, mistake and deception among the general purchasing public as to the origin of the Counterfeit Products,

and is likely to deceive consumers, the public and the trade into believing that the Counterfeit Products sold by Defendants originate from, are associated with or are otherwise authorized by Plaintiff, thereby making substantial profits and gains to which they are not entitled in law or equity.

203. Defendants' unauthorized use of the WOW VR Mark on or in connection with the Counterfeit Products was done with notice and full knowledge that such use was not authorized or licensed by Plaintiff or its authorized agents and with deliberate intent to unfairly benefit from the incalculable goodwill inherent in the WOW VR Mark.

204. Defendants' actions constitute willful counterfeiting of the WOW VR Mark in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c).

205. As a direct and proximate result of Defendants' illegal actions alleged herein, Defendants have caused substantial monetary loss and irreparable injury and damage to Plaintiff, its business, its reputation and its valuable rights in and to the WOW VR Mark and the goodwill associated therewith, in an amount as yet unknown, but to be determined at trial, for which Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and its valuable WOW VR Mark.

206. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions, as alleged herein and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, treble damages and/or statutory damages of up to \$2,000,000 per counterfeit mark per type of goods sold, offered for sale or distributed and reasonable attorneys' fees and costs.

**SECOND CAUSE OF ACTION
(Infringement of Registered Trademark)
[115 U.S.C. § 1114/Lanham Act § 32(a)]**

207. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

208. Plaintiff has continuously used the WOW VR Mark in interstate commerce since at least as November 1, 2015.

209. Plaintiff, as the owner of all right, title and interest in and to WOW VR Mark, has standing to maintain an action for trademark infringement under 15 U.S.C. § 1114.

210. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiff is the owner of the federal trademark registration for the WOW VR Mark.

211. Defendants did not seek, and therefore necessarily failed, to obtain consent or authorization from Plaintiff, as the registered trademark owner of the WOW VR Mark, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail, offer for sale and/or sell WOW VR Products and/or related products bearing the WOW VR Mark into the stream of commerce.

212. Defendants knowingly and intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold Counterfeit Products, bearing and/or utilizing marks that are reproductions, counterfeits, copies and/or colorable imitations of the WOW VR Mark and/or which are identical or confusingly similar to the WOW VR Mark

213. Defendants knowingly and intentionally reproduced, copied and colorably imitated the WOW VR Mark and applied such reproductions, copies, or colorable imitations to online

listings and/or advertisements used in commerce upon, or in connection with, the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Defendants' Counterfeit Products.

214. Defendants were, at the time they engaged in their illegal and infringing actions as alleged herein, actually aware that Plaintiff is the owner of all rights in and to the WOW VR Mark.

215. Defendants' egregious and intentional use of the WOW VR Mark in commerce on or in connection with Defendants' Counterfeit Products has caused, and is likely to continue to cause, actual confusion and mistake, and has deceived, and is likely to continue to deceive, the general purchasing public as to the source or origin of the Counterfeit Products, and is likely to deceive the public into believing that Defendants' Counterfeit Products are part of Plaintiff's WOW VR Products or are otherwise associated with, or authorized by Plaintiff.

216. Defendants' actions have been deliberate and committed with knowledge of Plaintiff's rights and goodwill in the WOW VR Mark, as well as with bad faith and the intent to cause confusion, mistake and deception.

217. Defendants' continued, knowing and intentional use of the WOW VR Mark without Plaintiff's consent or authorization constitutes intentional infringement of the federally registered WOW VR Mark in violation of §32 of the Lanham Act, 15 U.S.C. § 1114.

218. As a direct and proximate result of Defendants' illegal and infringing actions as alleged herein, Plaintiff has suffered substantial monetary loss and irreparable injury, loss and damage to its business and its valuable rights in and to the WOW VR Mark and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause

such substantial and irreparable injury, loss and damage to Plaintiff and its valuable WOW VR Mark.

219. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, as well as other remedies provided by 15 U.S.C. §§ 1116, 1117 and 1118 and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
(False Designation of Origin, Passing Off & Unfair Competition)
[15 U.S.C. § 1125(a)/Lanham Act § 43(a)]

220. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

221. Plaintiff, as the owner of all right, title and interest in and to the WOW VR Mark, has standing to maintain an action for false designation of origin and unfair competition under the Federal Trademark Statute, Lanham Act § 43(a) (15 U.S.C. § 1125).

222. The WOW VR Mark is inherently distinctive and/or has acquired distinctiveness.

223. Defendants knowingly and willfully used in commerce products that are identical or confusingly similar to, and constitute reproductions of the WOW VR Mark and affixed, applied and used false designations of origin and false and misleading descriptions and representations on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products, with the intent to cause confusion, cause mistake and deceive the purchasing public into believing, in error, that Defendants' substandard Counterfeit Products are part of the WOW VR Products or related products, and/or that Defendants' Counterfeit Products are authorized, sponsored, approved,

endorsed or licensed by Plaintiff and/or that Defendants are affiliated, connected or associated with Plaintiff, thereby creating a likelihood of confusion by consumers as to the source of such Counterfeit Products, and allowing Defendants to capitalize on the goodwill associated with, and the consumer recognition of the WOW VR Mark, to Defendants' substantial profit in blatant disregard of Plaintiff's rights.

224. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products that are identical to, confusingly similar to or which constitute colorable imitations of Plaintiff's WOW VR Products using marks that are identical and/or confusingly similar to, or which constitute colorable imitations of the WOW VR Mark, Defendants have traded off the extensive goodwill of Plaintiff and its WOW VR Products and did in fact induce, and intends to, and will continue to induce customers into purchasing Defendants' Counterfeit Products, thereby directly and unfairly competing with Plaintiff. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff and the WOW VR Marks, which Plaintiff has amassed through its nationwide marketing, advertising, sales and consumer recognition.

225. Defendants knew, or by the exercise of reasonable care, should have known, that their adoption and commencement of, and continuing use in commerce of marks and artwork that are identical or confusingly similar to and constitute reproductions of the WOW VR Mark would cause confusion, mistake or deception among purchasers, users and the public.

226. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive the

purchasing public and with the intent to trade on the goodwill and reputation of Plaintiff, its WOW VR Products and its WOW VR Mark.

227. As a direct and proximate result of Defendants' aforementioned actions, Defendants have caused irreparable injury to Plaintiff by depriving Plaintiff of sales of its WOW VR Products and by depriving Plaintiff of the value of the WOW VR Mark as commercial assets in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately restrained, Defendants will continue to cause substantial and irreparable injury to Plaintiff and the goodwill and reputation associated with the value of the WOW VR Mark.

228. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief as well as monetary damages and other remedies as provided by the Lanham Act, including damages that Plaintiff has sustained and will sustain as a result of Defendants' illegal and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages and reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
(Violation of Deceptive Acts and Practices Unlawful)
[N.Y. Gen. Bus. Law § 349]

229. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

230. Through Defendants' unlawful, unauthorized and unlicensed use of the WOW VR Mark on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products which are identical and/or confusingly similar to Plaintiff's WOW VR

Products, Defendants have engaged in consumer-oriented conduct that has adversely affected the public interest and has resulted in injury to consumers in New York.

231. Defendants' aforementioned conduct was and is a willful and deliberate attempt to mislead consumers and constitutes the use of deceptive acts or practices in the conduct of business, trade or commerce. Such conduct has deceived and materially misleads, or has a tendency to deceive and materially mislead, the consuming public and has injured, and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law §§ 349.

232. As a result of Defendants' actions alleged herein, Plaintiff has suffered and will continue to suffer irreparable harm for which it has no adequate remedy at law.

233. Pursuant to N.Y. Gen. Bus. Law § 349(h), Plaintiff is entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**FIFTH CAUSE OF ACTION
(False Advertising Unlawful)
[N.Y. Gen. Bus. Law § 350]**

234. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

235. Without the authorization of Plaintiff, Defendants have used the WOW VR Mark and/or marks that are identical and/or confusingly similar to the WOW VR Mark in connection with the advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, which are identical and/or confusingly similar to Plaintiff's WOW VR Products, causing confusion, mistake and deceiving consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

236. Defendants' aforementioned willful and intentional conduct constitutes false advertising in the conduct of any business, trade or commerce and has injured, and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law § 350.

237. As a result of Defendants' actions alleged herein, Plaintiff has suffered and will continue to suffer irreparable harm for which they have no adequate remedy at law.

238. Pursuant to N.Y. Gen. Bus. Law. § 350(e), Plaintiff is entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SIXTH CAUSE OF ACTION
(Unfair Competition)
[New York Common Law]**

239. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

240. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, Defendants have traded off the extensive goodwill of Plaintiff and its WOW VR Products to induce and did induce, and intend and will continue to induce customers to purchase their Counterfeit Products, thereby directly competing with Plaintiff. Such conduct has permitted, and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff which it has amassed through its nationwide marketing, advertising, sales and consumer recognition.

241. Defendants' advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products was and is in violation and derogation of Plaintiff's rights and is likely to cause confusion, cause mistake and to deceive

consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

242. Defendants knew, or by the exercise of reasonable care should have known, that their advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products and their continuing advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products would cause confusion, cause mistake or deceive purchasers, users and the public.

243. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive, in blatant disregard of Plaintiff's rights, and for the wrongful purpose of injuring Plaintiff and its competitive position while benefiting Defendants.

244. As a direct and proximate result of Defendants' aforementioned wrongful actions, Plaintiff has been, and will continue to be, deprived of substantial sales of its WOW VR Products in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law, and Plaintiff has been, and will continue to be, deprived of the value of the WOW VR Mark as commercial assets, in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law.

245. As a result of Defendants' actions alleged herein, Plaintiff is entitled to injunctive relief, an order granting Plaintiff's damages and Defendants' profits stemming from their infringing activities and exemplary or punitive damages for Defendants' intentional misconduct.

SEVENTH CAUSE OF ACTION
(Unjust Enrichment)
[New York Common Law]

246. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

247. By virtue of the egregious and illegal acts of Defendants as described herein, Defendants have been unjustly enriched in an amount to be proven at trial.

248. Defendants' retention of monies gained through its deceptive business practices, infringement, acts of deceit and otherwise would serve to unjustly enrich Defendants and would be contrary to the interests of justice.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, inclusive, and each of them, as follows:

A. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a), enhanced discretionary damages under 15 U.S.C. § 1117(a)(3) and treble damages in the amount of a sum equal to three (3) times such profits or damages, whichever is greater, pursuant to 15 U.S.C. § 1117(b) for willfully and intentionally using a mark or designation, knowing such mark or designation is a counterfeit mark in violation of 15 U.S.C. § 1114(1)(a);

B. In the alternative to Defendants' profits and Plaintiff's actual damages, enhanced discretionary damages and treble damages for willful use of a counterfeit mark in connection with the sale, offering for sale or distribution of goods or services, for statutory damages pursuant to 15 U.S.C. § 1117(c) in the amount of not more than \$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale or distributed, as the court considers just, which Plaintiff may elect prior to the rendering of final judgment;

C. For an award of Defendants' profits and Plaintiff's damages in an amount to be

proven at trial for willful trademark infringement of its federally registered WOW VR Mark, and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a);

D. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a) in an amount to be proven at trial and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) for false designation of origin and unfair competition under 15 U.S.C. § 1125(a);

E. For an award of damages in an amount to be proven at trial for deceptive acts and practices unlawful pursuant to N.Y. Gen. Bus. Law § 349(h);

F. For an award of damages to be proven at trial for false advertising pursuant to N.Y. Gen. Bus. Law § 350(e);

G. For an award of damages to be proven at trial for common law unfair competition;

H. For an award of damages in an amount to be proven at trial for unjust enrichment;

I. For a preliminary and permanent injunction by this Court enjoining and prohibiting Defendants, or their agents, and any employees, agents, servants, officers, representatives, directors, successors, affiliates, assigns and entities owned or controlled by Defendants, and all those in active concert or participation with Defendants, and each of them who receives notice directly or otherwise of such injunction from:

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing and/or Counterfeit Products;
- ii. directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created)

- including, without limitation, the WOW VR Mark;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the WOW VR Mark to identify any goods or services not authorized by Plaintiff;
 - iv. using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the WOW VR Mark, or any other marks that are confusingly similar to the WOW VR Mark on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
 - v. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiff;
 - vi. engaging in the unlawful, unfair or fraudulent business acts or practices, including, without limitation, the actions described herein, including the of

- advertising and/or dealing in any Counterfeit Products;
- vii. engaging in any other actions that constitute unfair competition with Plaintiff;
 - viii. engaging in any other act in derogation of Plaintiff's rights;
 - ix. secreting, destroying, altering, removing or otherwise dealing with the Counterfeit Products or any books or records that contain any information relating to manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
 - x. from secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to Defendants' User Accounts or Merchant Storefronts, any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) ("Defendants' Assets") from or to financial accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefronts (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
 - xi. from secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or to Defendants'

Financial Accounts until further ordered by this Court;

- xii. effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purposes of circumventing or otherwise avoiding the prohibitions set forth in any Final Judgment or Order in this action;
- xiii. providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- xiv. instructing, assisting, aiding or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (xiii) above;

J. For an order of the Court requiring that Defendants recall from any distributors and retailers and deliver up to Plaintiff for destruction any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of such distributors and retailers that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the WOW VR Mark, or bear any marks that are confusingly similar to the WOW VR Mark;

K. For an order of the Court requiring that Defendants deliver up for destruction to Plaintiff any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation the WOW VR Mark, or bear any

marks that are confusingly similar to the WOW VR Mark pursuant to 15 U.S.C. § 1118.

L. For an order from the Court requiring that Defendants provide complete accountings for any and all monies, profits, gains and advantages derived by Defendants from its manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, sale and/or otherwise dealing in the Infringing and/or Counterfeit Products as described herein, including prejudgment interest.

M. For an order from the Court that an asset freeze or constructive trust be imposed over any and all monies, profits, gains and advantages in Defendants' possession which rightfully belong to Plaintiff;

N. For an award of exemplary or punitive damages in an amount to be determined by the Court;

O. For Plaintiff's reasonable attorneys' fees;

P. For all costs of suit; and

Q. For such other and further relief as the Court may deem just and equitable.

DEMAND FOR JURY TRIAL

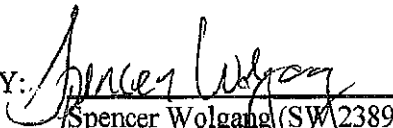
Plaintiff respectfully demands a trial by jury on all claims.

Dated: April 16, 2018

Respectfully submitted,

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Attorneys for Plaintiff
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WOW VIRUTAL REALITY, INC.,
Plaintiff

v.

BIENBEST, BOWWA, BRILLIANT
TECONOLOGY STORE, CHANGCHUN DORIS
TRADING CO., LTD., CHAOFFENGLING,
CHONGQING MINGHAO OPTICAL
EQUIPMENT CO., LTD., CHONGQING QIEXIYA
ELECTRONIC COMMERCE CO., LTD.,
DONGGUAN FUDIE TRADING CO., LTD.,
DONGGUAN GAIA SPORTS GOODS CO., LTD.,
DONGGUAN HANHE ELECTRONIC CO., LTD.,
DONGGUAN HUANYIN ELECTRONIC
PRODUCTS CO., LTD., DONGGUAN KAILONG
CRAFTS & GIFTS CO., LTD., DONGGUAN
MODA SUMMER GIFTS CO., LTD., DONGGUAN
MUSHANG SILICONE&PLASTIC PRODUCTS
CO., LTD., DONGGUAN YEEMO
TECHNOLOGY CO., LTD., ELECTRONIC
OVERSEAS ONLINE SHOPPING, FLY_WIN,
GLOBALMART STORE, GUANGZHOU
BLUESEED TRADING COMPANY LTD.,
GUANGZHOU IPEFET ELECTRONIC
TECHNOLOGY CO., LTD., GUANGZHOU
JIAOYANG COMPUTER TECHNOLOGY CO.,

CIVIL ACTION No.

**1) TEMPORARY
RESTRAINING ORDER; 2)
ORDER RESTRAINING
ASSETS AND MERCHANT
STOREFRONTS; 3) ORDER TO
SHOW CAUSE WHY A
PRELIMINARY INJUNCTION
SHOULD NOT ISSUE; 4)
ORDER AUTHORIZING
ALTERNATIVE SERVICE BY
ELECTRONIC MEANS; AND 5)
ORDER AUTHORIZING
EXPEDITED DISCOVERY**

FILED UNDER SEAL

LTD., GUANGZHOU JQX TRADING LIMITED,
GUANGZHOU KAYOH ELECTRONICS
TECHNOLOGY CO., LTD., GUANGZHOU
SPADE ELECTRONIC TECHNOLOGY
COMPANY LIMITED, GUANGZHOU UPO
ELECTRONIC TECHNOLOGY CO., LTD.,
GUANGZHOU V-YOUNGO ELECTRONIC CO.,
LTD., HIPERDEAL SMARTER LIFE STORE,
HONTRUE TECHNOLOGY CO.,LTD, JILIN
PROVINCE BAIDING TRADE CO., LTD.,
KAKACOLA, KENNETH YANG, LADY-SEXY,
LSURT 3C STORE, MEMORYGEEK, MODOSON
TECHNOLOGY CO.,LTD., MONICASTORE8687,
MOSON TECHNOLOGY CO.,LTD., MUSIC
ONLINE STORE, MYVISION OFFICIAL STORE,
NANYANG BESTANDBEAUTY TRADING CO.,
LTD., NANYANG SRATE OPTICAL
INSTRUMENT MANUFACTORY, NINGBO
BEST-HOME IMPORT AND EXPORT CO., LTD.,
NINGBO L&K INTERNATIONAL TRADE CO.,
LTD., NINGBO YANGPENG IMP. & EXP. CO.,
LTD., ORANGECITY STORE, OVERMAL
STORE, QUTUO, RC CONTROL PRODUCTS
STORE, SENHAODA STORE, SHANTOU
CHENGHAI YUANSHEG TOYS INDUSTRY
CO., LTD., SHANTOU WIISUN ELECTRONIC
CO., LTD., SHANTOU ZHILETIAN TOYS
TRADING CO., LTD., SHENZHEN ABERY
MOLD & PLASTICS CO., LTD., SHENZHEN
ABROOK TECHNOLOGY LTD., SHENZHEN
ANYSECU TECHNOLOGY CO., LTD.,
SHENZHEN AONSMART TECHNOLOGY CO.,
LTD., SHENZHEN ARMA ELECTRONICS
TECHNOLOGY LTD., SHENZHEN B2CORNER
STORE, SHENZHEN BIEN TECHNOLOGY CO.,
LTD., SHENZHEN BLL CELL PHONE
ACCESSORIES CO., LTD., SHENZHEN
BLUERIN TECHNOLOGY LIMITED,
SHENZHEN BLUESKYSEA TECHNOLOGY CO.,
LTD., SHENZHEN CHEBAN TECHNOLOGY
CO., LTD., SHENZHEN CHUANGWEI SEIKO
ELECTRONIC CO., LTD., SHENZHEN CKLIDO
TECHNOLOGY CO., LTD., SHENZHEN
CUSTOMED ALL ELECTRONIC TECHNOLOGY
CO., LIMITED, SHENZHEN DOMARS
TECHNOLOGY CO., LTD., SHENZHEN

DOUWINNING TECHNOLOGY CO., LTD.,
 SHENZHEN DOVINA ELECTRONIC
 TECHNOLOGY CO., LTD, SHENZHEN
 DOWDON TECHNOLOGY CO., LTD.,
 SHENZHEN EASTECH COMPANY LIMITED,
 SHENZHEN EASYGO TECHNOLOGY CO., LTD.
 (ELECTRIC), SHENZHEN EBENDA
 TECHNOLOGY CO., LTD., SHENZHEN
 ELECTRONIC WHOLESALE WORLD,
 SHENZHEN EVER GRAND TECHNOLOGY CO.,
 LTD., SHENZHEN FRIENDEVER
 TECHNOLOGY CO., LTD., SHENZHEN
 FUNADD TECHNOLOGY LIMITED, SHENZHEN
 GEEKDIGGER TECHNOLOGY CO., LTD.,
 SHENZHEN GOLD SEA ELECTRONIC CO.,
 LTD., SHENZHEN HANVEY GIFTS CO., LTD.,
 SHENZHEN HAODAXIN TECHNOLOGY CO.,
 LTD., SHENZHEN HAWHEEL TECHNOLOGY
 LIMITED, SHENZHEN HERSHELLY
 TECHNOLOGY CO., LTD., SHENZHEN HHY
 CO., LTD., SHENZHEN HINDO TECHNOLOGY
 CO., LTD., SHENZHEN HUAXINYIN
 ELECTRONIC TECHNOLOGY CO., LTD.,
 SHENZHEN INGLONG TECHNOLOGY CO.,
 LTD., SHENZHEN JAC-TECH ELECTRONICS
 CO., LTD., SHENZHEN JDBSTAR
 TECHNOLOGY CO., LTD., SHENZHEN JEDI
 TECHNOLOGY CO., LTD., SHENZHEN
 JENCENT ELECTRONICS TECHNOLOGY CO.,
 LTD., SHENZHEN KAKUDOS TECHNOLOGY
 CO., LTD., SHENZHEN KEYSTAR INDUSTRIES
 CO., LTD., SHENZHEN KOU ZONE
 INTERNATIONAL INVESTMENTS LTD.,
 SHENZHEN LEADINGPLUS ELECTRONIC CO.,
 LTD., SHENZHEN LICHIP ELECTRONIC CO.,
 LTD., SHENZHEN LIGHT POINT
 TECHNOLOGY CO., LTD., SHENZHEN LINK
 DREAM ELECTRONICS CO., LTD., SHENZHEN
 LINK-SHINE SMART TECHNOLOGY LTD.,
 SHENZHEN LOAR TECHNOLOGY CO., LTD.,
 SHENZHEN LONTEN TECHNOLOGY CO.,
 LIMITED, SHENZHEN MASMIRE
 TECHNOLOGY CO., LTD., SHENZHEN
 MINGHAI TECHNOLOGY CO., LTD.,
 SHENZHEN MO IDEA PRODUCT DESIGN &
 MANUFACTURE LIMITED, SHENZHEN

MODEL FANS ELECTRONIC CO., LTD,
SHENZHEN MYEAAH TECHNOLOGY CO.,LTD
STORE, SHENZHEN NORTHVISION
TECHNOLOGIES CO., LTD., SHENZHEN ONU
MALL TECHNOLOGY CO., LIMITED,
SHENZHEN PENGYUAN ELECTRONICS CO.,
LTD., SHENZHEN QUALITY TECHNOLOGY
CO., LTD., SHENZHEN RONGLI PLASTIC
HARDWARE CO., LTD., SHENZHEN SHANHAI
TECHNOLOGY LTD., SHENZHEN SOMEG
ELECTRONIC TECHNOLOGY CO., LTD.,
SHENZHEN SPLINKTECH CO., LTD.,
SHENZHEN STARFLY TECHNOLOGY CO.,
LTD., SHENZHEN SVPRO TECHNOLOGY CO.,
LTD., SHENZHEN TAMON TECHNOLOGY CO.,
LIMITED, SHENZHEN TOPWELL ELECTRONIC
TECHNOLOGY CO., LTD., SHENZHEN
TOYSKY TRADING FIRM, SHENZHEN
TRULYWAY ELECTRONIC DEVELOPMENT
CO., LTD., SHENZHEN TRUSTING
ELECTRONIC TECHNOLOGY CO., LTD.,
SHENZHEN UNION TECHNOLOGIES CO., LTD.,
SHENZHEN V-CHOICE ELECTRONIC TECH.
CO., LTD., SHENZHEN VYIYI TECHNOLOGY
CO., LTD., SHENZHEN WELTE ELECTRONIC
TECHNOLOGY CO., LTD., SHENZHEN
WINNHO TECHNOLOGY CO., LTD.,
SHENZHEN WISE INDUSTRY CO., LTD.,
SHENZHEN WORTHSPARK ELECTRONIC CO.,
LTD., SHENZHEN WTYD TECHNOLOGY
LIMITED, SHENZHEN XINGHECHENG
TECHNOLOGY LIMITED, SHENZHEN
YANBOCHUANG TECHNOLOGY CO., LTD.,
SHENZHEN YANGKE ELECTRONIC FACTORY,
SHENZHEN YIQUN TECHNOLOGY LIMITED,
SHENZHEN YJM ELECTRONIC CO., LTD.,
SHENZHEN YONGER ELECTRONICS CO.,
LTD., SHENZHEN YUESIXING TECHNOLOGY
CO., LTD., SHENZHEN YXS TECHNOLOGY
CO., LTD., SHENZHEN ZIHO TECHNOLOGY
CO., LTD., SHOP2956102 STORE, SKYYXR,
SUPREME FACTORY LIMITED, TOP RC STORE,
USMART LIFE STORE, VEENAC GLOBAL
STORE, VITOG, VOCOCAL ELETRONIC
STORE, WINAIT TECHNOLOGIES LTD.,
WRSUNEN GOLDEN LAUGH STORE,

WUBINGTOP2, XIAMEN BELITOP INDUSTRY
AND TRADE CO., LTD., XIAMEN YUESHI
TRADE CO., LTD., XIANG3222872, YONG JUN
PLASTIC & ELECTRONICS (DONGGUAN) CO.,
LTD., YUYAO NEW POWER PROMOTION
INDUSTRIAL CO., LTD., and ZHUHAI
GUANGTAI ELECTRONIC CO., LTD.,
Defendants

On April 17, 2018 the Court considered Plaintiff's *ex parte* application for the following:

1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts (as defined *infra*); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing alternative service; and 5) an order authorizing expedited discovery against Defendants Bienbest, bowwa, Brilliant Teconology Store, Changchun Doris Trading Co., Ltd., Chaoffengling, Chongqing Minghao Optical Equipment Co., Ltd., Chongqing Qiexiya Electronic Commerce Co., Ltd., Dongguan Fudie Trading Co., Ltd., Dongguan Gaia Sports Goods Co., Ltd., Dongguan Hanhe Electronic Co., Ltd., Dongguan HuanYin Electronic Products Co., Ltd., Dongguan Kailong Crafts & Gifts Co., Ltd., Dongguan Moda Summer Gifts Co., Ltd., Dongguan MuShang Silicone&Plastic Products Co., Ltd., Dongguan Yeemo Technology Co., Ltd., Electronic overseas online shopping, fly_win, GlobalMart Store, Guangzhou Blueseed Trading Company Ltd., Guangzhou Ipefet Electronic Technology Co., Ltd., Guangzhou Jiaoyang Computer Technology Co., Ltd., Guangzhou Jqx Trading Limited, Guangzhou Kayoh Electronics Technology Co., Ltd., Guangzhou Spade Electronic Technology Company Limited, Guangzhou UPO Electronic Technology Co., Ltd., Guangzhou V-Youngo Electronic Co., Ltd., HIPERDEAL Smarter Life Store, Hontrue Technology Co.,Ltd, Jilin Province Baiding Trade Co., Ltd., kakacola, kenneth_yang, lady-sexy, LSURT 3C Store, memorygeek, Modoson Technology Co.,Ltd., monicastore8687, Moson Technology Co.,Ltd., Music online Store, myvision Official Store, Nanyang BestandBeauty Trading Co., Ltd., NanYang Srate Optical Instrument Manufactory,

Ningbo Best-Home Import And Export Co., Ltd., Ningbo L&K International Trade Co., Ltd., Ningbo Yangpeng Imp. & Exp. Co., Ltd., OrangeCity Store, OVERMAL Store, qutuo, RC control products Store, SenHaoDa Store, Shantou Chenghai Yuansheng Toys Industry Co., Ltd., Shantou Wiisun Electronic Co., Ltd., Shantou Zhiletian Toys Trading Co., Ltd., Shenzhen Abery Mold & Plastics Co., Ltd., Shenzhen Abrook Technology Ltd., Shenzhen Anysecu Technology Co., Ltd., Shenzhen Aonsmart Technology Co., Ltd., Shenzhen Arma Electronics Technology Ltd., Shenzhen B2corner Store, Shenzhen Bien Technology Co., Ltd., Shenzhen BLL Cell Phone Accessories Co., Ltd., Shenzhen Bluerin Technology Limited, Shenzhen Blueskysea Technology Co., Ltd., Shenzhen Cheban Technology Co., Ltd., Shenzhen Chuangwei Seiko Electronic Co., Ltd., Shenzhen Cklido Technology Co., Ltd., Shenzhen Customed All Electronic Technology Co., Limited, Shenzhen Domars Technology Co., Ltd., Shenzhen Douwinning Technology Co., Ltd., Shenzhen Dovina Electronic Technology Co., Ltd, Shenzhen Dowdon Technology Co., Ltd., Shenzhen Eastech Company Limited, Shenzhen Easygo Technology Co., Ltd. (Electric), Shenzhen Ebenda Technology Co., Ltd., shenzhen Electronic wholesale world, Shenzhen Ever Grand Technology Co., Ltd., Shenzhen Friender Technology Co., Ltd., Shenzhen Funadd Technology Limited, Shenzhen Geekdigger Technology Co., Ltd., Shenzhen Gold Sea Electronic Co., Ltd., Shenzhen Hanvey Gifts Co., Ltd., Shenzhen HaoDaXin Technology Co., Ltd., Shenzhen HAWHEEL Technology Limited, Shenzhen Hershelly Technology Co., Ltd., Shenzhen HHY Co., Ltd., Shenzhen Hindo Technology Co., Ltd., Shenzhen Huaxinyin Electronic Technology Co., Ltd., Shenzhen Inglong Technology Co., Ltd., Shenzhen Jac-Tech Electronics Co., Ltd., ShenZhen Jdbstar Technology Co., Ltd., Shenzhen JEDI Technology Co., Ltd., Shenzhen Jencent Electronics Technology Co., Ltd., Shenzhen Kakudos Technology Co., Ltd., Shenzhen Keystar Industries Co., Ltd., Shenzhen Kou Zone International Investments Ltd., Shenzhen Leadingplus Electronic Co.,

Ltd., Shenzhen Lichip Electronic Co., Ltd., Shenzhen Light Point Technology Co., Ltd., Shenzhen Link Dream Electronics Co., Ltd., Shenzhen Link-Shine Smart Technology Ltd., Shenzhen Loar Technology Co., Ltd., Shenzhen Lonten Technology Co., Limited, Shenzhen Masmire Technology Co., Ltd., Shenzhen Minghai Technology Co., Ltd., Shenzhen Mo Idea Product Design & Manufacture Limited, SHENZHEN MODEL FANS ELECTRONIC CO., LTD, Shenzhen Myeah Techology Co.,Ltd Store, Shenzhen Northvision Technologies Co., Ltd., Shenzhen ONU Mall Technology Co., Limited, Shenzhen Pengyuan Electronics Co., Ltd., Shenzhen Quality Technology Co., Ltd., Shenzhen Rongli Plastic Hardware Co., Ltd., Shenzhen Shanhai Technology Ltd., Shenzhen Someg Electronic Technology Co., Ltd., Shenzhen Splinktech Co., Ltd., Shenzhen Starfly Technology Co., Ltd., Shenzhen SVPRO Technology Co., Ltd., Shenzhen Tamon Technology Co., Limited, Shenzhen Topwell Electronic Technology Co., Ltd., Shenzhen Toysky Trading Firm, Shenzhen Trulyway Electronic Development Co., Ltd., Shenzhen Trusting Electronic Technology Co., Ltd., Shenzhen Union Technologies Co., Ltd., Shenzhen V-Choice Electronic Tech. Co., Ltd., Shenzhen VYIYI Technology Co., Ltd., Shenzhen Welte Electronic Technology Co., Ltd., Shenzhen Winnho Technology Co., Ltd., Shenzhen Wise Industry Co., Ltd., Shenzhen Worthspark Electronic Co., Ltd., Shenzhen WTYD Technology Limited, Shenzhen Xinghecheng Technology Limited, Shenzhen Yanbochuang Technology Co., Ltd., Shenzhen Yangke Electronic Factory, Shenzhen Yiqun Technology Limited, Shenzhen YJM Electronic Co., Ltd., Shenzhen Yonger Electronics Co., Ltd., Shenzhen YUESIXING Technology Co., Ltd., Shenzhen YXS Technology Co., Ltd., Shenzhen Ziho Technology Co., Ltd., Shop2956102 Store, skyx, SUPREME FACTORY LIMITED, TOP RC Store, USmart Life Store, VEENAC Global Store, vitog, Vococal Eletronic Store, Winait Technologies Ltd., WRSUNEN Golden Laugh Store, wubingtop2, Xiamen Belitop Industry And Trade Co., Ltd.,

Xiamen Yueshi Trade Co., Ltd., xiang3222872, Yong Jun Plastic & Electronics (Dongguan) Co., Ltd., Yuyao New Power Promotion Industrial Co., Ltd., and Zhuhai Guangtai Electronic Co., Ltd. (hereinafter collectively referred to as “Defendants” or individually as “Defendant”), Third Party Service Providers (as defined *infra*) and Financial Institutions (as defined *infra*), in light of Defendants’ intentional and willful offerings for sale and/or sales of Counterfeit Products (as defined *infra*) (“Application”).¹ A complete list of Defendants is attached hereto as **Schedule A**. Having reviewed the Application, the Declarations of Jessica Arnaiz, Christopher Hansen and Spencer Wolfgang, along with the exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

ORDER

Plaintiff’s Application is hereby **GRANTED** as follows (the “Order”):

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them (regardless of whether located in the U.S. or abroad), who receive actual notice of this Order, including, without limitation, any: (1) banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com and Aliexpress.com (“Alibaba”) and Dunhuang Group d/b/a DHgate.com (“DHgate”) payment services (*e.g.*, Alipay.com Co., Ltd., Ant Financial Services Group or DHpay.com)(“Financial Institutions”) and (2) online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by Alibaba.com, AliExpress.com and DHgate.com,

¹Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Complaint or Application.

(“Third Party Service Providers”) (Financial Institutions and Third Party Service Providers are hereinafter collectively referred to as the “Restrained Persons”), are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Plaintiff’s Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the WOW VR Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the WOW VR Mark;
- 2) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to the Defendants’ User Accounts, Merchant Storefronts, Defendants’ Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- 3) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as “Defendants’ Assets”) from or to financial accounts associated with or utilized by any Defendant or any Defendant’s User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) (“Defendants’ Financial Accounts”) until further ordered by this Court;

- 4) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order;
- 5) within five (5) days after receiving actual notice of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- 6) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(6) above.

**II. Order to Show Cause Why A Preliminary Injunction
Should Not Issue And Order Of Notice**

A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 443 of the United States District Court for the Southern District of New York at 500 Pearl Street/40 Foley Square, New York, New York on May 4, 2018 at 10:00 a.m. or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue restraining and enjoining the Restrained Persons from engaging in any of the following acts or omissions pending the final hearing and determination of this action:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the WOW VR Mark and/or marks that are confusingly

similar to, identical to and constitute a counterfeiting or infringement of the WOW VR Mark;

- 2) directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the WOW VR Mark;
- 3) using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the WOW VR Mark to identify any goods or services not authorized by Plaintiff;
- 4) using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the WOW VR Mark, or any other marks that are confusingly similar to the WOW VR Mark, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- 5) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiff;

- 6) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and (ii) any computer files, data, business records, documents, or any other records or evidence relating to the Defendants' User Accounts, Defendants' Merchant Storefronts, Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- 7) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or Defendants' Financial Accounts until further ordered by this Court;
- 8) providing services to Defendants, Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts;
- 9) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in any preliminary injunction ordered by the Court in this Action;
- 10) knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs II(A)(1) through II(A)(9) above.

B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Plaintiff's counsel by delivering copies thereof to the office of Epstein

Drangel LLP at 60 East 42nd Street, Suite 2520, New York, NY 10165, Attn: Jason M. Drangel on or before April 27, 2018. Plaintiff shall file any Reply papers on or before May 1, 2018.

- C. IT IS FURTHER ORDERED that Defendants and all Restrained persons are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to FRCP 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

- A. IT IS FURTHER ORDERED pursuant to FRCP 64 and 65 and CPLR 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order, all Financial Institutions and Third Party Service Providers, including, but not limited to, those identified in **Schedule A**, who receive actual notice of this Order, shall locate and attach Defendants Financial Accounts, and shall provide written confirmation of such attachment to Plaintiff's counsel; and
- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order all Financial Institutions and Third Party Service Providers, including but not limited to, those identified in **Schedule A**, who receive actual notice of this Order, shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff and/or Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for

Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts.

IV. Order Authorizing Alternative Service by Electronic Means

A. IT IS FURTHER ORDERED pursuant to FRCP 4(f)(3), as sufficient cause has been shown, that service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:

- 1) delivery to Defendants' e-mail addresses, as identified in **Schedule A** or may otherwise be determined, of a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order; AND
- 2) delivery of a message to Defendants through the same means that Plaintiff's agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, notifying Defendants that an action has been filed against them in this Court and providing a link to a secure website (such as Dropbox.com, NutStore.com or a large mail link created through RPost.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order; AND
- 3) delivery of an e-mail message to Defendants with PDF copies of this Order together with the Summons and Complaint utilizing e-mail addresses for Defendants as identified in **Schedule A** or may otherwise be determined.

- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within two (2) days of the Financial Institutions' and Third Party Service Providers' compliance with **Paragraph III(A)** of this Order, but in any event, shall be made no later than ten (10) days from the date of this Order.
- C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons in the name of "Bienbest and all other Defendants identified in the Complaint" that will apply to all Defendants.
- D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following Financial Institutions and Third Party Service Providers if it is completed by the following means:
- 1) delivery of: (i) a PDF copy of this Order, AND (ii) a link to a secure website where PayPal will be able to download a PDF copy of this Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com;
 - 2) delivery of: (i) a PDF copy of this Order, AND (ii) a link to a secure website where Alipay will be able to download a PDF copy of this Order via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at banjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com;
 - 3) delivery of: (i) a PDF copy of this Order, AND (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this Order via electronic mail to Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at jacqueline.ko@alibaba-inc.com;
 - 4) delivery of: (i) a PDF copy of this Order, AND (ii) a link to a secure website where DHgate (including DHPay.com) will be able to download a PDF copy of this Order via electronic

mail to the counsel for DHgate at slucks@fishkinlucks.com and eoleary@fishkinlucks.com;

- 5) delivery of: (1) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this Order via electronic mail to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com.

V. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days after receiving notice of this Order, each Defendant, shall serve upon Plaintiff or Plaintiff's counsel a written report under oath providing:
 - a. their true name and physical address;
 - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - c. the complete sales records for any and all sales of Counterfeit Products, including number of units sold, price per unit, total gross revenues received (in U.S. dollars) and dates thereof;
 - d. the account details for any and all of Defendants' Financial Accounts, including the account numbers and current account balances; and
 - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.
- 2) Plaintiff may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern

and Eastern Districts of New York, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.

- 3) Plaintiff may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who receive actual notice of this Order shall provide Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:
 - a. account numbers;
 - b. current account balances;
 - c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including names, addresses and contact information;
 - d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business

entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;

- e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Third Party Service Providers who receive actual notice of this Order shall provide to Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
 - a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;

- b. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them;
- c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the WOW VR Mark and/or marks that are confusingly similar to, identical to, and constitute an infringement of the WOW VR Mark.

VI. Security Bond

- A. IT IS FURTHER ORDERED that Plaintiff shall place security in the amount of \$5000 Dollars (Five thousand dollars) with the Court, which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

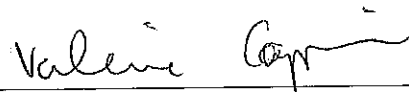
VII. Sealing Order

- A. IT IS FURTHER ORDERED that no later than May 4, 2018, Plaintiff must show cause why the docket, Plaintiff's Complaint and exhibits attached thereto, and Plaintiff's *ex parte*

Application and the Declarations of Jessica Arnaiz, Christopher Hansen and Spencer Wolfgang in support thereof and the exhibits attached thereto and this Order should not be unsealed in light of the presumption of access to the federal courts. All submissions shall remain sealed until further ordered by the Court.

SO ORDERED.

SIGNED this 17th day of April, 2018, at 4:14 p.m.


UNITED STATES DISTRICT JUDGE

44	Ningbo Yangpeng Imp. & Exp. Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/New-design-vr-glasses-virtual-reality_6065952399.html?spm=a2700.7724838.2017115.59.5158aa817553	https://www.alibaba.com/product-detail/Universal-Google-Cardboard-VR-BOX-Virtual-Reality-3D-Glasses-for-Phone-Android/32656199492.html?spm=2114.search0104.3.2.477e009c031cM&ws_a_b_test=searchweb0_0searchweb201602_3_10065_10344_10130_10168_10324_10547_10342_10345_10546_10343_10340_10548_10341_10545_10084_1008_3_10618_10615_10307_10313_10059_10334_100331_10103_441_10624_442_10623_10622_10620_10142_searchweb201603_25-ppsSwitch_58aligo_e_vpid-8bda04f7-8dfe-40b2-901b-da29a8955835-06aligo_pvid-8bda04f7-8dfe-40b2-901b-da29a8955835&transAbTest=ae802_48gicteBeautyAB=0	https://www.alieexpress.com/store/10803807?spm=2114.s	13605847753			sales@bnyangpeng.com
45	OrangeCity Store	Alieexpress	https://www.alieexpress.com/item/3D-VR-Virtual-Reality-Headset-3D-Glasses-VR-BOX-For-Phone-6S-For-Samsung-3D-Movie/2652983836.html?spm=2114.search0104.3.70.42c2ca31JUANNU8ws_a_b_test=searchweb0_0searchweb201602_5_10065_10344_10342_10325_10546_10543_10340_10548_10341_10584_10083_10618_10615_10307_1031_3_10059_10534_100331_10103_441_10624_442_10623_10622_10620_10142_searchweb201603_1_ppsSwitch_58aligo_e_vpid-8bda04f7-8dfe-40b2-901b-da29a8955835-06aligo_pvid-8bda04f7-8dfe-40b2-901b-da29a8955835&transAbTest=ae802_48gicteBeautyAB=0	https://www.alieexpress.com/store/1665586?spm=2114.10010108.10005.1.5940a5480x8NWd					zallylu2017@foxmail.com
46	OVERMAL Store	Alieexpress	https://www.dhgate.com/product/vr-box-2-0-gamedec-virtual-reality-3d-glasses/393112918.html#62277b5ea711191514427	https://www.dhgate.com/store/20464615					3004754838@qq.com
47	Outuo	Dhgate	https://www.alieexpress.com/item/Update-VR-Box-2-0-VRBOX-Pro-II-Leather-3D-Glasses-Virtual-Reality-Headset-3D-Viewing/32800522726.html?spm=2114.search0104.3.19.4371dececpwQ1&ws_a_b_test=searchweb0_0searchweb201602_5_10065_10168_10344_10342_1034_3_10340_10341_10084_10083_10618_10307_10313_10059_10534_100_031_10101_441_10624_442_10623_10622_10620_10142_10623_searchweb201603_25-ppsSwitch_58aligo_expvid-e6f6d6c11-efbf-4a2e-bc5a-aab0a3e0c9d5-58aligo_pvid-e6f6d6c11-efbf-4a2e-bc5a-aab0a3e0c9d5&priceBeautyAB=1	https://www.alieexpress.com/store/1925149?spm=2114.10010108.0.0.494fe98d9NAN9	773078070@qq.com				773078070@qq.com
48	HC Control products Store	Alieexpress	https://www.alieexpress.com/item/2017-hot-Google-karton-HeadMount-VR-BOX-2-0-VR-Virtual-3d-glasses-for-3-S/2382091362.html?spm=2114.search0104.3.232.51847ac2Ucc&ws_ab_test=searchweb0_0searchweb201602_5_10065_10344_10068_10342_10925_105_46_10343_10340_10548_10341_10084_10083_10618_10615_10307_10313_10_059_10534_102031_10103_441_10624_442_10623_10622_10620_1014_2_searchweb201603_1_ppsSwitch_58aligo_expvid-e6f6d6c11-efbf-4a2e-bc5a-aab0a3e0c9d5-58aligo_pvid-e6f6d6c11-efbf-4a2e-bc5a-aab0a3e0c9d5&priceBeautyAB=1	https://www.alieexpress.com/store/2946145?spm=2114.s					183272023@qq.com
49	Senhoda Store	Alieexpress	39099100959&priceBeautyAB=4	https://32945honyang.en.alibaba.com/	13825827568				ys12@vianhengtoys.cn
50	Shantou Chinghai Yunsheung Toys Industry Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/NR2-glasses-3-4-virtual-reality_6069706033.html?spm=a2700.7724838.2017115.472.7f3bba0acDPQj						
51	Shantou Wilson Electronic Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2016-Hot-Sale-3D-VR-Glasses_60522516550.html?spm=a2700.7724838.2017115.129.14047b3AyyU5r	https://wilsun.en.alibaba.com/?spm=a2700.details.cord					
52	Shantou Zhiduan Toys Trading Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Hot-selling-virtual-reality-3d-vr_60686921957.html?spm=a2700.7724838.2017115.438.361ac1few1LxVd	https://jhtoyo.en.alibaba.com/	156962990@qq.com				Vincoy@creative-jt.com
53	Shenzhen Abery Mold & Plastics Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/VR-Box-6Basic-VR-case-injection_60701430054.html?spm=a2700.7724838.2017115.321.5600423av1AY	https://je-mold.en.alibaba.com/	13723776364				sales07@a-mold.com
54	Shenzhen Aurotek Technology Ltd.	Alibaba	https://www.alibaba.com/product-detail/3D-vr-case-New premium-vr_60479345227.html?spm=a2700.7724838.2017115.436.7688e3608WUW	https://abrook.en.alibaba.com/					Jessie@abrooktec.com
55	Shenzhen Anyaseu Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/VR-Box-30003-VR-Virtual-Reality_6041451051.html?spm=a2700.7724838.2017115.50.6908x78qfmgH	https://szanysecu.en.alibaba.com/company_profile.html	paypal@szanysecu.com				admin@szanysecu.com
56	Shenzhen Aonmart Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/China-wholesale-VR-BOX-II-3D_6054098479.html?spm=a2700.7724838.2017115.238.381ebbae04M42	https://aonmart.en.alibaba.com/?spm=a2700.details.cord	aonmart@jahoo.com				sales88@aonmart.com

57	Shenzhen Arma Electronics Technology Ltd.	Alibaba	https://www.alibaba.com/product-detail/Christmas-gift-google-cardboard-virtual-reality_60430745798.html?spm=a2700.7724838.2017115.126.7587b90cz86l	https://arma.en.alibaba.com/				michaeyang@arma123.com
58	Shenzhen B3corner Store	Aliexpress	https://www.aliexpress.com/item/Google-cardboard-VR-BOX-II-2.0-Version-VR-Virtual-Reality-3D-Glasses-For-3-5/32658585951.html?spm=a2114.search0104.3.1.4b9f716937vyn&ws_ab_test=s_ehrtweb0_0_searchweb01602_2_10085_10344_10130_10068_10324_10647_10342_10325_10546_10343_10340_10548_10341_10545_10084_10617_10083_10616_10615_10307_10313_10059_10534_10031_10604_10103_441_442_1_0142_searchweb01603_6_products_S&algo_exp=g12kub-5784-44d-988c-02a9798654-3&algo_p_id=81f4deb-5784-44d-988c-02a9798654-3&algo_ts_id=81f4deb-5784-44d-988c-02a9798654-3	https://www.aliexpress.com/store/613734?spm=2114.1001008.100005.1.77c9b285u0c6L	75371474@qq.com			1147607877@qq.com
59	Shenzhen Bin Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Google-cardboard-VR-BOX-3D_60405661563.html?spm=a2700.7724838.2017115.417.30748e12we5fMy	https://szbien.en.alibaba.com/	best52014@hotmail.com			jesse@chinszbien.com
60	Shenzhen BL Call Phone Accessories Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/MOQ 1PC Good-quality-2-0_60504595225.html?spm=a2700.7724838.2017115.194.7c3b30gCPOj	https://bldi.en.alibaba.com/		13826037816		brianliang@bldweb.cn
61	Shenzhen Bluerin Technology Limited	Alibaba	https://www.alibaba.com/product-detail/with-Glass-Film-with-Wireless-Remote_60418360951.html?spm=a2700.7724838.2017115.478.14047b9AyyU5	https://bluerin.en.alibaba.com/	cathy_s06@hotmail.com		BANK NAME : HSBC HONGKONG BANK TEL : +852 2822 1111 BANK ADDRESS: 1 Queen's Road Central, Hong Kong SWIFT CODE : HSCHCHKHHKH Beneficiary: BLUERIN INTERNATIONAL LIMITED ACCOUNT NO : 848450631838	sales@bluerinfrase.com
62	Shenzhen Blueskysea Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/TS60 360 Degree-WIFI Sports-Action_60535641171.html?spm=a2700.7724838.2017115.11.560d229v4VDC	https://blueskysea.en.alibaba.com/	cohimpaypal@126.com			green02@blueskysea-inc.com
63	Shenzhen Cheban Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2016-New-premium-apple-cardboard-VR_60255849337.html?spm=a2700.7724838.2017115.353.560d229v4VDC	https://bkhands.en.alibaba.com/		hs358@vip.163.com		hands108@vip.163.com
64	Shenzhen Chuangwei S&E Electronic Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/virtual-reality-3d-glass-vr-box_60463730520.html?spm=a2700.7724838.2017115.370.560d229v4VDC	https://cwjz.en.alibaba.com/company_profile.html	cxw@sz-cw.com			cxw2@sz-cw.com
65	Shenzhen Cuido S&E Electronic Customed All Limited	Alibaba	https://www.alibaba.com/product-detail/Cheapest-VR-BOX-2.0-Virtual_60635955593.html?spm=a2700.7724838.2017115.99.14047b9AyyU5	https://cuido.en.alibaba.com/?spm=a2700.details.cordpnyb.3.51df94dd4fD0e	Alinafang111@163.com			chldp1@sina.com
66	Shenzhen Domars Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/VR-BOX-v2-0-3_5_6067462700.html?spm=a2700.7724838.2017115.152.2799964Mf6OKQ	https://customized.en.alibaba.com/?spm=a2700.detail.s.cordpnyb.3.61052d9d6b85n	459402771@qq.com			allcustomed1@126.com
67	Shenzhen Domars Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Domars-Hot-Sale-3D-VR-BOX_60723320501.html?spm=a2700.7724838.2017115.86.30613sd0fVhr	https://domars.en.alibaba.com/	Paul@domars.cn			elaine@domars.cn
68	Shenzhen Doumining Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Shenzhen-manufacturer-VR-box-2-0_60472346334.html?spm=a2700.7724838.2017115.218.5158aet7Y59	https://douwinning.en.alibaba.com/?spm=a2700.details.cordpnyb.2.667066trhy7r3	sales@douwinning.com			ledin@douwinning.com
69	Shenzhen Dowina Electronic Technology Co., Ltd	Alibaba	https://www.alibaba.com/product-detail/VR-2017-Cardboard-3D-Movie-Glasses_60614162755.html?spm=a2700.7724838.2017115.511.560d229v4VDC	https://dovina.en.alibaba.com/?spm=a2700.details.cordpnyb.3.133586b08f8f8n		469971639@qq.com		sales1@dovina.cn
70	Shenzhen Dowdon Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Logo-Customized-Factory-Supply-3D-Glasses_60438123021.html?spm=a2700.7724838.2017115.115.5158aet7Y58	https://endowdon.en.alibaba.com/?spm=a2700.details.cordpnyb.3.3b668732v77nbl	finance-online@hotmail.com			taylor@endowdon.net
71	Shenzhen Eastech Company Limited	Alibaba	https://www.alibaba.com/product-detail/vr-box-2nd-Generation-Distance-Adjustable_6045434016.html?spm=a2700.7724838.2017115.61.3048e12we5f	https://eastech4u.en.alibaba.com/company_profile.html	xiachufu684@hotmail.com			easther@eastech4u.com
72	Shenzhen Easygo Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/VR-BOX-Helmet-3D-Model-Font_60705794034.html?spm=a2700.supplier-normal.0.0.67362493WVjapL	https://esigavapor.en.alibaba.com/company_profile.html	allenhuang2010@126.com			001@esigavapor.com
73	Shenzhen Elenda Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Top-quality-Google-cardboard-vr-box_6043766276.html?spm=a2700.7724838.2017115.61.72a3c6687nqN	https://espcc.en.alibaba.com/?spm=a2700.details.cordpnyb.3.77b7655WV61C66				lina@ehondagroup.com lina@epc168.com.cn

74	shenzhen Electronic wholesale world	Alibaba	https://www.aliexpress.com/item/2016-Wholesale-cardboard-VR-BOX-II-2.0-Version-VR-Virtual-Reality-3D-Glasses-Bluetooth-Controller/32697946655.html?spm=a2700.7724838.2017115.159.1404763AYyUSr	https://www.aliexpress.com/store/1099146?spm=2114.100035.1.5cdd0e91cd09H			ts852807@126.com	ts852807@126.com	ts852807@126.com
75	Shenzhen Ever Grand Technology Co., Ltd.	Alibaba	https://www.aliexpress.com/product-detail/2018-Virtual-Reality-Headset-Video-2nd-60429526971.html?spm=a2700.7724838.2017115.159.1404763AYyUSr	https://mysuppliers.en.alibaba.com/?spm=a2700.details.cordparnyb.3.3e24e07ug1N	657788330@qq.com		calear08@my-suppliers.com	calear08@my-suppliers.com	
76	Shenzhen Friendever Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Google-cardboard-3D-VR-Box-2-60446525367.html?spm=a2700.7724838.2017115.327.1404763AYyUSr	https://friendever.en.alibaba.com/			Bank name: 招商銀行/銀行支行 Beneficiary: 王曉 HSBC HONG KONG BANK ADDRESS: 1 Queen's Road Central, Hong Kong BENEFICIARY: FRIENDSEVER INTERNATIONAL TECHNOLOGY CO., LTD BENEFICIARY ADDRESS: CO., LTD. Unit 04, 7/F Bright Way Tower No.33 Mong Kok Road, AL A/C: 124-075604-888 SWIFT: HSCHCHKHKK	kenny09528@gmail.com, kenny@tertec.com	
77	Shenzhen Funaid Technology Limited	Alibaba	https://www.alibaba.com/product-detail/VR-BOX-2.0-Universal-Virtual-60693973886.html?spm=a2700.7724838.2017115.1.2789964MIBOKQ	https://funaidtech.en.alibaba.com/	Pay@sunsy-online.com		jamie@sunsy-online.com	jamie@sunsy-online.com	
78	Shenzhen Geekdigger	Alibaba	https://www.alibaba.com/product-detail/OEM-LOGO-VR-BOX-3D-glasses-60395362685.html?spm=a2700.7724838.2017115.438.1404763AYyUSr	https://geekdigger.en.alibaba.com/?spm=a2700.details.cordparnyb.3.1c267311U1GNia			Company Name: GEEKDIGGER CO., LIMITED Account No: 582-322517-838 Bank Name: HSBC Hong Kong Branch address: 1 Queen's Road Central, Hong Kong Bank Code: 004 (for local payment) SWIFT Code: HSCHCHKHKK	andy@geekdigger.com	
79	Shenzhen Gold Sea Electronic Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Hot-Mount-Plastic-VR-BOX-Version-60449347338.html?spm=a2700.7724838.2017115.37.7587690cz86i	https://yueyang-ltd.en.alibaba.com/	zinyang@ali-charger.com		goldsea06@ali-charger.com	goldsea06@ali-charger.com	
80	Shenzhen Hanvey Gifts Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Wholesale-OEM-VR-Box-2-0-6052939513.html?spm=a2700.7724838.2017115.451.1404763AYyUSr	https://hanvey.en.alibaba.com/	tangqian02008@gmail.com		sales8@hanveygift.com	sales8@hanveygift.com	
81	Shenzhen Haidaxin Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2018-Myrne-New-Arrival-Powerful-Support-60489584994.html?spm=a2700.7724838.2017115.451.1404763AYyUSr	https://haidaxin.en.alibaba.com/company_profile.html	TH_2008@126.com		sales06@haidaxin.com, sales6@haidaxin.com	sales06@haidaxin.com, sales6@haidaxin.com	
82	Shenzhen HAWHEEL Technology Limited	Alibaba	https://www.alibaba.com/product-detail/2017-Hot-sale-VR-BOX-2-60600026781.html?spm=a2700.7724838.2017115.361.1404763AYyUSr	https://haweel.en.alibaba.com/	Pay@sunsy-online.com		lulu@sunsy-online.com	lulu@sunsy-online.com	
83	Shenzhen Hershelly Electronic Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2nd-Gen-VR-BOX-Virtual-Reality-60528099531.html?spm=a2700.7724838.2017115.303.8998b0786tmQH0	https://hershelly.en.alibaba.com/?spm=a2700.details.cordparnyb.3.57726548a2d1l	hsy-pan@hotmail.com		601188594@qq.com	601188594@qq.com	
84	Shenzhen HHY Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Hor-Sell-New-Product-VR-Box-603860491882.html?spm=a2700.7724838.2017115.303.8998b0786tmQH0	https://hhgroup.en.alibaba.com/?spm=a2700.details.cordparnyb.3.16917bb0VMTaF	1423653644@qq.com		sales@hhysr.com	sales@hhysr.com	
85	Shenzhen Hndo Glasses	Alibaba	https://www.alibaba.com/product-detail/Fashionable-Factory-directly-3D-Glasses-60500157766.html?spm=a2700.7724838.2017115.389.6908b0786tmQH0	https://hndotech.en.alibaba.com/	nyesun@hndotech.com		esunywu@hndotech.com	esunywu@hndotech.com	
86	Shenzhen Huaxinyin Electronic Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2016-most-popular-selling-products-3D-6047627655.html?spm=a2700.7724838.2017115.144.7587690cz86i	https://hsydzas.en.alibaba.com/company_profile.html	hsy corporation@sina.com		hsy-y-hy@hotmail.com	hsy-y-hy@hotmail.com	
87	Shenzhen Ingong Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/3D-VR-Box-for-smart-phone-6044951786.html?spm=a2700.7724838.2017115.467.7c6d14efb1d0V	https://ingong.en.alibaba.com/?spm=a2700.details.cordparnyb.3.47ae137a3a9e7	yuesun@hmail.com		yuesun@hmail.com, rock@hkinglong.com	yuesun@hmail.com, rock@hkinglong.com	
88	Shenzhen Jac-Tech Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/New-Virtual-Reality-VR-BOX-60427920189.html?spm=a2700.7724838.2017115.333.1404763AYyUSr	https://jac-tech.en.alibaba.com/?spm=a2700.details.cordparnyb.3.2a-e88c3fnU6ej	jac_tech23@outlook.com		Info@act-ecti.com	Info@act-ecti.com	
89	Shenzhen Jibstar Electronics Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Fashion-Syle-VR-Box-2-Generation-60591545207.html?spm=a2700.7724838.2017115.471.1404763AYyUSr	https://jibstar.en.alibaba.com/	1528320953@qq.com		elsa@jibstar.com	elsa@jibstar.com	
90	Shenzhen LEDI Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Wholesale-VR-Box-2017-V-headset-3d-60606382558.html?spm=a2700.8443308.0.0.3c9p3u	https://ledi.en.alibaba.com/	Yunliang0927@hotmail.com		sales1@ziedl.com	sales1@ziedl.com	

91	Shenzhen Jercnt Electronics Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2016-Newest-3D-VR-Virtual-Reality_60461698975.html?spm=a2700.7724838.2017115.148.14047b3ayyU5r	https://jercnt.en.alibaba.com/?spm=a2700.details.cordpnyb.3.729fcd0546c54y	percentpayment@163.com			william@jercnt.com
92	Shenzhen Kakudos Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2016-Professional-vr-box-headset-3d_60499062779.html?spm=a2700.7724838.2017115.122.223b64e473986	https://kakudos.en.alibaba.com/company_profile.html	76933005@qq.com			illyfughakudos.net
93	Shenzhen Keistar Industries Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/VR-box-VR-3D-glasses-VR_60480019333.html?spm=a2700.7724838.2017115.187.14047b3ayyU5r	https://keistar.en.alibaba.com/?spm=a2700.details.cordpnyb.3.391rca7ha1v4v0	key_star@126.com			info@zakey3131.com
94	Shenzhen Kou Zone International Investments Ltd.	Alibaba	https://www.alibaba.com/product-detail/2018-Trending-Products-Wholesale-VR-Box_60489320872.html?spm=a2700.7724838.2017115.461.5604229a1f40dc	https://kouzone.en.alibaba.com/?spm=a2700.details.cordpnyb.3.72	ysp_2008@163.com			sales@kou-zone.com
95	Shenzhen Leadingsplus Electronic Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/VR-headsets-3-0-3D-glasses_50725373769.html?spm=a2700.7724838.2017115.347.14047b3ayyU5r	https://leadingsplus.en.alibaba.com/?spm=a2700.830486	wendyphs@163.com			alima@syshoyia.cn
96	Shenzhen Lichip Electronic Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/VR-3d-vr-box-2_6052779084.html?spm=a2700.7724838.2017115.79.14047b3ayyU5r	https://lichip.en.alibaba.com/	lichipsales1@163.com			sales@lichip.net
97	Shenzhen Light Point Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2016-Hot-Selling-Virtual-Reality-Box_60493778320.html?spm=a2700.7724838.2017115.107.7587b90c2c861	https://lightpointtech.en.alibaba.com/	GOODHYP88@HOTMAIL.COM			sales005@lightpoint.cn
98	Shenzhen Link Dream Electronics Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2016-Hot-Selling-Virtual-Reality-Glasses_60464271134.html?spm=a2700.7724838.2017115.213.6908bf79f4mg	https://linkdream.en.alibaba.com/?spm=a2700.details.cordpnyb.3.4d9b33mYXN4	lindeames@163.com			dc@newbee-international.com
99	Shenzhen Link Shine Smart Technology Ltd.	Alibaba	https://www.alibaba.com/product-detail/VR-headset-VR-Box_60444110297.html?spm=a2700.7724838.2017115.35.9.3d3ce13d4MyHwv	https://linkshinemart.en.alibaba.com/company_profile.html	liequ7@163.com			edward@linkshinemart.com
100	Shenzhen Loan Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Alibaba-Best-Seller-Virtual-Reality-Glasses_60595339304.html?spm=a2700.7724838.2017115.89.14047b3ayyU5r	https://loan.en.alibaba.com/company_profile.html	nicole@zloar.com			nicole@zloar.com
101	Shenzhen Lonten Technology Co., Limited	Alibaba	https://www.alibaba.com/product-detail/Head-Mount-Plastic-VR-Box-2_60442365185.html?spm=a2700.7724838.2017115.360.129564e4723965	https://lonten.en.alibaba.com/?spm=a2700.8304357.topnav.1.7ba151ESKvrv				Technology Co., Limited Beneficiary Account Number: 1566 0100 0003 8922 0 Beneficiary Address: 400 South El Camino Real State 400, San Mateo, CA, 94402, United States Beneficiary Bank: Citibank New York Beneficiary Bank Address: 111 Wall Street New York, New York 10043, United States Beneficiary Bank Swift Code: CITIUS33 ABA number/Routing number: 031100209
102	Shenzhen Masmire Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2017-3d-vr-box-2_60528799887.html?spm=a2700.7724838.2017115.138.14047b3ayyU5r	https://masmire.en.alibaba.com/?spm=a2700.details.cordpnyb.3.2955c2f91f7f73	saggyez1688@163.com			penny.yang@masmire.com
103	Shenzhen Minghai Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/VR-Box-Pro-Version-VR-Virtual_60464772836.html?spm=a2700.7724838.2017115.138.14047b3ayyU5r	https://mhbuy.en.alibaba.com/?spm=a2700.details.cordpnyb.3.3268f151c5dRn	mhbuy@qq.com			mhbuy@qa.com
104	Shenzhen Mo Ido Product Design & Manufacture Limited	Alibaba	https://www.alibaba.com/product-detail/VR-Box-3D-Glasses-Virtual-Reality_6065942835.html?spm=a2700.7724838.2017115.148.14047b3ayyU5r	https://moidea.en.alibaba.com/	paypal@moidea-product.com			robble@moidea-product.com
105	SHENZHEN MODEL FANS ELECTRONIC CO., LTD.	Alibaba	https://www.aliexpress.com/item/3D-VR-BOX-VR-Virtual-Reality-8-glasses-Google-Cardboard-3-5-6-Smart-Phone/32561985551.html?spm=2114.searchHotIdA.3.178.3c4f82bV9v7P8w_3b_test-searchweb0_Qsearchweb201602_3_10065_10344_10130_10068_10324_10547_10342_10325_10546_10343_10340_10548_10341_10545_10084_10083_10618_10615_10907_10913_10059_10054_100031_10103_441_10624_442_10623_10632_10621_10620_10427_searchweb201603_25_ppcsSwitch_58algo_ex_pid-234c83b6-c340-4581-acb-e34c4b692a4-268algo_pid-234c83b6-c240-4381-acb-e34c4b692a4-transABTest-aq803_4&priceBeatsfAB=0	https://www.aliexpress.com/store/206605	model-fans2001@163.com			sales@model-fans.com

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125	Shenzhen Weihe Electronic Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Wholesale-VR-high-quality-plastic-glasses_60563926035.html?spm=a2700.7724838.2017115.116.3048e12we5fmy	https://szwykd.en.alibaba.com/?spm=a2700.details.cordpamb3.4fa69e99g5rHO	34933073@qq.com				Sienna@szwykd.com
126	Shenzhen Winho Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Wholesale-VR-headset_3d_vr_glasses_virtual_reality_vr_box_2_0_for_android_and_ios.html?spm=a2700.905646239Professional_direct_custom_logo_3d_vision_2_0_vr_headset_3d_vr_glasses_virtual_reality_vr_box_2_0_for_android_and_ios.html?spm=a2700.905646239.1.1481.743uue7	https://winho.en.alibaba.com/	coral_yho@hotmail.com				sales06@winho.com
127	Shenzhen Wise Industry Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Shenzhen-Wholesale-3D-VR-Box_605134078931.html?spm=a2700.7724838.2017115.165.3048e12we5fmy	https://securitywell.en.alibaba.com/?spm=a2700.details.cordpamb3.4fa69e99g5rHO	ivy@securitywell.com				sales@csn-artworld.com
128	Shenzhen Wortspark Electronic Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Wholesale-2015-hot-new-products-VR_60560423416.html?spm=a2700.7724838.2017115.60.6908bd284mG10	https://worthspark.en.alibaba.com/?spm=a2700.details.cordpamb3.4fa69e99g5rHO	sales1@worthspark.com				sales36@worthspark.com
129	Shenzhen WYTD Technology Limited	Alibaba	https://www.alibaba.com/product-detail/VR-BOX-2-0-Universal-Virtual_60707453077.html?spm=a2700.7724838.2017115.109.14047H8ayU5	https://wunsky-online.com/	Pay@wunsky-online.com				time@wunsky-online.com
130	Shenzhen Xingcheng Technology Limited	Alibaba	https://www.alibaba.com/product-detail/VR-BOX-2-0-Universal-Virtual_6071294949.html?spm=a2700.9443308.0.0.Kv43B	https://wnc2.en.alibaba.com/	Pay@wunsky-online.com				hank@sun-usb.com
131	Shenzhen Yanbei Chang Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Wholesale-3D-VR-Box-2-0-Universal-Virtual_60695987169.html?spm=a2700.9443308.0.0.Kv43B	https://wnc2.en.alibaba.com/	Pay@wunsky-online.com				sales05@vp-360.com
132	Shenzhen Yangke Electronic Factory	Alibaba	https://www.alibaba.com/product-detail/2016-Hot-sale-3D-VR-Box_60520772490.html?spm=a2700.9443308.0.0.Kv43B	https://yanketd.en.alibaba.com/	postmaster@yanketd.cn				len@yangketd.cn
133	Shenzhen Yajun Technology Limited	Alibaba	https://www.alibaba.com/product-detail/Best-seller-3D-VR-Box-2_60451918383.html?spm=a2700.7724838.2017115.185.71c3e6987nqN	https://shenzhenyanketd.en.alibaba.com/company_profile.html?spm=a2700.7724838.2017115.136.3c5b3d959mca64#top-nav-bar	fm1_763@126.com				Pattywg@126.com
134	Shenzhen YIM Electronic Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/Best-seller-3D-VR-Box-2_60451918383.html?spm=a2700.7724838.2017115.185.71c3e6987nqN	https://ymvp.en.alibaba.com/?spm=a2700.details.cordpamb3.4fa69e99g5rHO	jdadeng@hotmail.com				sales@ymvp.com
135	Shenzhen Yongrui Electronics Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2016-Newest-VR-BOX-Virtual-Reality_60415516653.html?spm=a2700.7724838.2017115.311.31358ae775B	https://yongrui.en.alibaba.com/company_profile.html	1803917251@qq.com				sales@yongrui.com
136	Shenzhen YUESHIXING Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/2016-VR-Box-3D-glasses-VR_60459491781.html?spm=a2700.7724838.2017115.445.500229av14Vdc	https://yue-electronic.en.alibaba.com/company_profile.html			13510185740		yueelectroni@foxmail.com
137	Shenzhen YVS Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/3D-VR-Box-Headset-for-3D_60522089841.html?spm=a2700.9443308.0.0.Kv43B	https://yvs-en.alibaba.com/	jack@ic-yvs.com				rinke@ic-yvs.com
138	Shenzhen Zhiho Technology Co., Ltd.	Alibaba	https://www.alibaba.com/product-detail/High-quality-Cyber-vr-box-3D_60439525428.html?spm=a2700.7724838.2017115.306.22046a123986	https://zhiho.en.alibaba.com/	fineteye@hotmail.com				info@zhihoen.com
139	Shop2956102 Store	Alibaba	https://www.aliexpress.com/item/Virtual-Reality-Headset-VR-Box-Il-Google-VR-Glasses-Cardboard-3D-Glasses-Bluetooth-Remote-Controller-Game/3280448394.html?spm=a2700.7724838.2017115.373.239405971a8ws_3p	https://www.aliexpress.com/store/2956102?spm=a2114.1.0.0.10005.1.7931767278ai	sales1@ejjay.com				sales3@ejjay.com
140	skyyr	Alibaba	https://www.aliexpress.com/item/Virtual-Reality-Headset-VR-Box-Il-Google-VR-Glasses-Cardboard-3D-Glasses-Bluetooth-Remote-Controller-Game/3280448394.html?spm=a2700.7724838.2017115.373.239405971a8ws_3p	https://www.digate.com/product/vr-box-2-0-gamespad-virtual-reality-3d-glasses/327263106.html#s1:13:15gaer/1005351269			776587822@qq.com		776587822@qq.com
141	SUPREME FACTORY LIMITED	Alibaba	https://www.aliexpress.com/item/Virtual-Reality-Headset-VR-Box-Il-Google-VR-Glasses-Cardboard-3D-Glasses-Bluetooth-Remote-Controller-Game/3280448394.html?spm=a2700.7724838.2017115.373.239405971a8ws_3p	https://www.digate.com/store/29041283	cyrc@supremefactory.com				chan@supremefactory.com
142	TOP RC Store	Alibaba	https://www.aliexpress.com/item/Virtual-Reality-Headset-VR-Box-Il-Google-VR-Glasses-Cardboard-3D-Glasses-Bluetooth-Remote-Controller-Game/3280448394.html?spm=a2700.7724838.2017115.373.239405971a8ws_3p	https://www.aliexpress.com/store/1291502?spm=a2114.1.0.0.10005.1.7931767278ai					84861337@qq.com

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DOC #:
DATE FILED: 5/4/18

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WOW VIRUTAL REALITY, INC.,
Plaintiff

v.

BIENBEST, BOWWA, BRILLIANT TECONOLOGY
STORE, CHANGCHUN DORIS TRADING CO., LTD.,
CHAOFFENGLING, CHONGQING MINGHAO OPTICAL
EQUIPMENT CO., LTD., CHONGQING QIEXIYA
ELECTRONIC COMMERCE CO., LTD., DONGGUAN
FUDIE TRADING CO., LTD., DONGGUAN GAIA
SPORTS GOODS CO., LTD., DONGGUAN HANHE
ELECTRONIC CO., LTD., DONGGUAN HUANYIN
ELECTRONIC PRODUCTS CO., LTD., DONGGUAN
KAILONG CRAFTS & GIFTS CO., LTD., DONGGUAN
MODA SUMMER GIFTS CO., LTD., DONGGUAN
MUSHANG SILICONE&PLASTIC PRODUCTS CO.,
LTD., DONGGUAN YEEMO TECHNOLOGY CO., LTD.,
ELECTRONIC OVERSEAS ONLINE SHOPPING,
FLY_WIN, GLOBALMART STORE, GUANGZHOU
BLUESEED TRADING COMPANY LTD., GUANGZHOU
IPEFET ELECTRONIC TECHNOLOGY CO., LTD.,
GUANGZHOU JIAOYANG COMPUTER TECHNOLOGY
CO., LTD., GUANGZHOU JQX TRADING LIMITED,
GUANGZHOU KAYOH ELECTRONICS TECHNOLOGY
CO., LTD., GUANGZHOU SPADE ELECTRONIC

18-cv-3305 (VEC)

**PRELIMINARY
INJUNCTION ORDER**

TECHNOLOGY COMPANY LIMITED, GUANGZHOU
UPO ELECTRONIC TECHNOLOGY CO., LTD.,
GUANGZHOU V-YOUNGO ELECTRONIC CO., LTD.,
HIPERDEAL SMARTER LIFE STORE, HONTRUE
TECHNOLOGY CO.,LTD, JILIN PROVINCE BAIDING
TRADE CO., LTD., KAKACOLA, KENNETH YANG,
LADY-SEXY, LSURT 3C STORE, MEMORYGEEK,
MODOSON TECHNOLOGY CO.,LTD.,
MONICASTORE8687, MOSON TECHNOLOGY
CO.,LTD., MUSIC ONLINE STORE, MYVISION
OFFICIAL STORE, NANYANG BESTANDBEAUTY
TRADING CO., LTD., NANYANG SRATE OPTICAL
INSTRUMENT MANUFACTORY, NINGBO BEST-HOME
IMPORT AND EXPORT CO., LTD., NINGBO L&K
INTERNATIONAL TRADE CO., LTD., NINGBO
YANGPENG IMP. & EXP. CO., LTD., ORANGECITY
STORE, OVERMAL STORE, QUTUO, RC CONTROL
PRODUCTS STORE, SENHAODA STORE, SHANTOU
CHENGHAI YUANSHEG TOYS INDUSTRY CO., LTD.,
SHANTOU WIISUN ELECTRONIC CO., LTD.,
SHANTOU ZHILETIAN TOYS TRADING CO., LTD.,
SHENZHEN ABERY MOLD & PLASTICS CO., LTD.,
SHENZHEN ABROOK TECHNOLOGY LTD.,
SHENZHEN ANYSECU TECHNOLOGY CO., LTD.,
SHENZHEN AONSMART TECHNOLOGY CO., LTD.,
SHENZHEN ARMA ELECTRONICS TECHNOLOGY
LTD., SHENZHEN B2CORNER STORE, SHENZHEN
BIEN TECHNOLOGY CO., LTD., SHENZHEN BLL CELL
PHONE ACCESSORIES CO., LTD., SHENZHEN
BLUERIN TECHNOLOGY LIMITED, SHENZHEN
BLUESKYSEA TECHNOLOGY CO., LTD., SHENZHEN
CHEBAN TECHNOLOGY CO., LTD., SHENZHEN
CHUANGWEI SEIKO ELECTRONIC CO., LTD.,
SHENZHEN CKLIDO TECHNOLOGY CO., LTD.,
SHENZHEN CUSTOMED ALL ELECTRONIC
TECHNOLOGY CO., LIMITED, SHENZHEN DOMARS
TECHNOLOGY CO., LTD., SHENZHEN DOUWINNING
TECHNOLOGY CO., LTD., SHENZHEN DOVINA
ELECTRONIC TECHNOLOGY CO., LTD, SHENZHEN
DOWDON TECHNOLOGY CO., LTD., SHENZHEN
EASTECH COMPANY LIMITED, SHENZHEN EASYGO
TECHNOLOGY CO., LTD. (ELECTRIC), SHENZHEN
EBENDA TECHNOLOGY CO., LTD., SHENZHEN
ELECTRONIC WHOLESALE WORLD, SHENZHEN
EVER GRAND TECHNOLOGY CO., LTD., SHENZHEN
FRIENDEVER TECHNOLOGY CO., LTD., SHENZHEN

FUNADD TECHNOLOGY LIMITED, SHENZHEN
GEEKDIGGER TECHNOLOGY CO., LTD., SHENZHEN
GOLD SEA ELECTRONIC CO., LTD., SHENZHEN
HANVEY GIFTS CO., LTD., SHENZHEN HAODAXIN
TECHNOLOGY CO., LTD., SHENZHEN HAWHEEL
TECHNOLOGY LIMITED, SHENZHEN HERSHELLY
TECHNOLOGY CO., LTD., SHENZHEN HHY CO., LTD.,
SHENZHEN HINDO TECHNOLOGY CO., LTD.,
SHENZHEN HUAXINYIN ELECTRONIC
TECHNOLOGY CO., LTD., SHENZHEN INGLONG
TECHNOLOGY CO., LTD., SHENZHEN JAC-TECH
ELECTRONICS CO., LTD., SHENZHEN JDBSTAR
TECHNOLOGY CO., LTD., SHENZHEN JEDI
TECHNOLOGY CO., LTD., SHENZHEN JENCENT
ELECTRONICS TECHNOLOGY CO., LTD., SHENZHEN
KAKUDOS TECHNOLOGY CO., LTD., SHENZHEN
KEYSTAR INDUSTRIES CO., LTD., SHENZHEN KOU
ZONE INTERNATIONAL INVESTMENTS LTD.,
SHENZHEN LEADINGPLUS ELECTRONIC CO., LTD.,
SHENZHEN LICHIP ELECTRONIC CO., LTD.,
SHENZHEN LIGHT POINT TECHNOLOGY CO., LTD.,
SHENZHEN LINK DREAM ELECTRONICS CO., LTD.,
SHENZHEN LINK-SHINE SMART TECHNOLOGY LTD.,
SHENZHEN LOAR TECHNOLOGY CO., LTD.,
SHENZHEN LONTEN TECHNOLOGY CO., LIMITED,
SHENZHEN MASMIRE TECHNOLOGY CO., LTD.,
SHENZHEN MINGHAI TECHNOLOGY CO., LTD.,
SHENZHEN MO IDEA PRODUCT DESIGN &
MANUFACTURE LIMITED, SHENZHEN MODEL FANS
ELECTRONIC CO., LTD, SHENZHEN MYEAH
TECHNOLOGY CO.,LTD STORE, SHENZHEN
NORTHVISION TECHNOLOGIES CO., LTD.,
SHENZHEN ONU MALL TECHNOLOGY CO., LIMITED,
SHENZHEN PENGYUAN ELECTRONICS CO., LTD.,
SHENZHEN QUALITY TECHNOLOGY CO., LTD.,
SHENZHEN RONGLI PLASTIC HARDWARE CO., LTD.,
SHENZHEN SHANHAI TECHNOLOGY LTD.,
SHENZHEN SOMEG ELECTRONIC TECHNOLOGY CO.,
LTD., SHENZHEN SPLINKTECH CO., LTD., SHENZHEN
STARFLY TECHNOLOGY CO., LTD., SHENZHEN
SVPRO TECHNOLOGY CO., LTD., SHENZHEN TAMON
TECHNOLOGY CO., LIMITED, SHENZHEN TOPWELL
ELECTRONIC TECHNOLOGY CO., LTD., SHENZHEN
TOYSKY TRADING FIRM, SHENZHEN TRULYWAY
ELECTRONIC DEVELOPMENT CO., LTD., SHENZHEN
TRUSTING ELECTRONIC TECHNOLOGY CO., LTD.,

SHENZHEN UNION TECHNOLOGIES CO., LTD.,
SHENZHEN V-CHOICE ELECTRONIC TECH. CO., LTD.,
SHENZHEN VYIYI TECHNOLOGY CO., LTD.,
SHENZHEN WELTE ELECTRONIC TECHNOLOGY CO.,
LTD., SHENZHEN WINNHO TECHNOLOGY CO., LTD.,
SHENZHEN WISE INDUSTRY CO., LTD., SHENZHEN
WORTHSPARK ELECTRONIC CO., LTD., SHENZHEN
WTYD TECHNOLOGY LIMITED, SHENZHEN
XINGHECHENG TECHNOLOGY LIMITED, SHENZHEN
YANBOCHUANG TECHNOLOGY CO., LTD.,
SHENZHEN YANGKE ELECTRONIC FACTORY,
SHENZHEN YIQUN TECHNOLOGY LIMITED,
SHENZHEN YJM ELECTRONIC CO., LTD., SHENZHEN
YONGER ELECTRONICS CO., LTD., SHENZHEN
YUESIXING TECHNOLOGY CO., LTD., SHENZHEN
YXS TECHNOLOGY CO., LTD., SHENZHEN ZIHO
TECHNOLOGY CO., LTD., SHOP2956102 STORE,
SKYYXR, SUPREME FACTORY LIMITED, TOP RC
STORE, USMART LIFE STORE, VEENAC GLOBAL
STORE, VITOG, VOCOCAL ELETRONIC STORE,
WINAIT TECHNOLOGIES LTD., WRSUNEN GOLDEN
LAUGH STORE, WUBINGTOP2, XIAMEN BELITOP
INDUSTRY AND TRADE CO., LTD., XIAMEN YUESHI
TRADE CO., LTD., XIANG3222872, YONG JUN PLASTIC
& ELECTRONICS (DONGGUAN) CO., LTD., YUYAO
NEW POWER PROMOTION INDUSTRIAL CO., LTD.,
and ZHUHAI GUANGTAI ELECTRONIC CO., LTD.,

Defendants

WHEREAS, Plaintiff WOW Virtual Reality, Inc. (“WOW” or “Plaintiff”), having moved *ex parte* on April 16, 2018 against Defendants Bienbest, bowwa, Brilliant Teconology Store, Changchun Doris Trading Co., Ltd., Chaoffengling, Chongqing Minghao Optical Equipment Co., Ltd., Chongqing Qiexiya Electronic Commerce Co., Ltd., Dongguan Fudie Trading Co., Ltd., Dongguan Gaia Sports Goods Co., Ltd., Dongguan Hanhe Electronic Co., Ltd., Dongguan HuanYin Electronic Products Co., Ltd., Dongguan Kailong Crafts & Gifts Co., Ltd., Dongguan Moda Summer Gifts Co., Ltd., Dongguan MuShang Silicone&Plastic Products Co., Ltd., Dongguan Yeemo Technology Co., Ltd., Electronic overseas online shopping, fly_win,

GlobalMart Store, Guangzhou Blueseed Trading Company Ltd., Guangzhou Ipefet Electronic Technology Co., Ltd., Guangzhou Jiaoyang Computer Technology Co., Ltd., Guangzhou Jqx Trading Limited, Guangzhou Kayoh Electronics Technology Co., Ltd., Guangzhou Spade Electronic Technology Company Limited, Guangzhou UPO Electronic Technology Co., Ltd., Guangzhou V-Youngo Electronic Co., Ltd., HIPERDEAL Smarter Life Store, Hontrue Technology Co.,Ltd, Jilin Province Baiding Trade Co., Ltd., kakacola, kenneth_yang, lady-sexy, LSURT 3C Store, memorygeek, Modoson Technology Co.,Ltd., monicastore8687, Moson Technology Co.,Ltd., Music online Store, myvision Official Store, Nanyang BestandBeauty Trading Co., Ltd., NanYang Srate Optical Instrument Manufactory, Ningbo Best-Home Import And Export Co., Ltd., Ningbo L&K International Trade Co., Ltd., Ningbo Yangpeng Imp. & Exp. Co., Ltd., OrangeCity Store, OVERMAL Store, qutuo, RC control products Store, SenHaoDa Store, Shantou Chenghai Yuansheng Toys Industry Co., Ltd., Shantou Wiisun Electronic Co., Ltd., Shantou Zhiletian Toys Trading Co., Ltd., Shenzhen Abery Mold & Plastics Co., Ltd., Shenzhen Abrook Technology Ltd., Shenzhen Anysecu Technology Co., Ltd., Shenzhen Aonsmart Technology Co., Ltd., Shenzhen Arma Electronics Technology Ltd., Shenzhen B2corner Store, Shenzhen Bien Technology Co., Ltd., Shenzhen BLL Cell Phone Accessories Co., Ltd., Shenzhen Bluerin Technology Limited, Shenzhen Blueskysea Technology Co., Ltd., Shenzhen Cheban Technology Co., Ltd., Shenzhen Chuangwei Seiko Electronic Co., Ltd., Shenzhen Cklido Technology Co., Ltd., Shenzhen Customed All Electronic Technology Co., Limited, Shenzhen Domars Technology Co., Ltd., Shenzhen Douwinning Technology Co., Ltd., Shenzhen Dovina Electronic Technology Co., Ltd, Shenzhen Dowdon Technology Co., Ltd., Shenzhen Eastech Company Limited, Shenzhen Easygo Technology Co., Ltd. (Electric), Shenzhen Ebenda Technology Co., Ltd., shenzhen Electronic wholesale world, Shenzhen Ever Grand Technology

Co., Ltd., Shenzhen Friender Technology Co., Ltd., Shenzhen Funadd Technology Limited, Shenzhen Geekdigger Technology Co., Ltd., Shenzhen Gold Sea Electronic Co., Ltd., Shenzhen Hanvey Gifts Co., Ltd., Shenzhen HaoDaXin Technology Co., Ltd., Shenzhen HAWHEEL Technology Limited, Shenzhen Hershelly Technology Co., Ltd., Shenzhen HHY Co., Ltd., Shenzhen Hindo Technology Co., Ltd., Shenzhen Huaxinyin Electronic Technology Co., Ltd., Shenzhen Inglong Technology Co., Ltd., Shenzhen Jac-Tech Electronics Co., Ltd., Shenzhen Jdbstar Technology Co., Ltd., Shenzhen JEDI Technology Co., Ltd., Shenzhen Jencent Electronics Technology Co., Ltd., Shenzhen Kakudos Technology Co., Ltd., Shenzhen Keystar Industries Co., Ltd., Shenzhen Kou Zone International Investments Ltd., Shenzhen Leadingplus Electronic Co., Ltd., Shenzhen Lichip Electronic Co., Ltd., Shenzhen Light Point Technology Co., Ltd., Shenzhen Link Dream Electronics Co., Ltd., Shenzhen Link-Shine Smart Technology Ltd., Shenzhen Loar Technology Co., Ltd., Shenzhen Lonten Technology Co., Limited, Shenzhen Masmire Technology Co., Ltd., Shenzhen Minghai Technology Co., Ltd., Shenzhen Mo Idea Product Design & Manufacture Limited, SHENZHEN MODEL FANS ELECTRONIC CO., LTD, Shenzhen Myeah Technology Co.,Ltd Store, Shenzhen Northvision Technologies Co., Ltd., Shenzhen ONU Mall Technology Co., Limited, Shenzhen Pengyuan Electronics Co., Ltd., Shenzhen Quality Technology Co., Ltd., Shenzhen Rongli Plastic Hardware Co., Ltd., Shenzhen Shanhai Technology Ltd., Shenzhen Someg Electronic Technology Co., Ltd., Shenzhen Splinktech Co., Ltd., Shenzhen Starfly Technology Co., Ltd., Shenzhen SVPRO Technology Co., Ltd., Shenzhen Tamon Technology Co., Limited, Shenzhen Topwell Electronic Technology Co., Ltd., Shenzhen Toysky Trading Firm, Shenzhen Trulyway Electronic Development Co., Ltd., Shenzhen Trusting Electronic Technology Co., Ltd., Shenzhen Union Technologies Co., Ltd., Shenzhen V-Choice Electronic Tech. Co., Ltd., Shenzhen VYIYI Technology Co., Ltd., Shenzhen

Welte Electronic Technology Co., Ltd., Shenzhen Winnho Technology Co., Ltd., Shenzhen Wise Industry Co., Ltd., Shenzhen Worthspark Electronic Co., Ltd., Shenzhen WTYD Technology Limited, Shenzhen Xinghecheng Technology Limited, Shenzhen Yanbochuang Technology Co., Ltd., Shenzhen Yangke Electronic Factory, Shenzhen Yiqun Technology Limited, Shenzhen YJM Electronic Co., Ltd., Shenzhen Yonger Electronics Co., Ltd., Shenzhen YUESIXING Technology Co., Ltd., Shenzhen YXS Technology Co., Ltd., Shenzhen Ziho Technology Co., Ltd., Shop2956102 Store, skyyxr, SUPREME FACTORY LIMITED, TOP RC Store, USmart Life Store, VEENAC Global Store, vitog, Vococal Eletronic Store, Winait Technologies Ltd., WRSUNEN Golden Laugh Store, wubingtop2, Xiamen Belitop Industry And Trade Co., Ltd., Xiamen Yueshi Trade Co., Ltd., xiang3222872, Yong Jun Plastic & Electronics (Dongguan) Co., Ltd., Yuyao New Power Promotion Industrial Co., Ltd., and Zhuhai Guangtai Electronic Co., Ltd. (hereinafter collectively referred to as “Defendants” or individually as “Defendant”), Third Party Service Providers (as defined *infra*) and Financial Institutions (as defined *infra*), in light of Defendants’ intentional and willful offering for sales and/or sales of Counterfeit Products, for an order to seal file, a temporary restraining order, an order restraining assets and Merchant Storefronts (as defined *infra*), an order to show cause why a preliminary injunction should not issue, an order authorizing alternative service and an order authorizing expedited discovery (“Application”);

WHEREAS, the Court entered an Order on April 17, 2018 (the “April 17, 2018 Order”) granting Plaintiff’s Application; and

WHEREAS, on April 26, 2018, pursuant to the terms of the April 17, 2018 Order, Defendants were served with copies of the April 17, 2018 Order together with the Summons and

Complaint and all papers filed in support of Plaintiff's Application seeking the April 17, 2018 Order.

ORDER

1. The injunctive relief previously granted in the April 17, 2018 Order shall remain in place through the pendency of this litigation, and issuing this Preliminary Injunction Order (hereinafter, "PI Order") is warranted under Federal Rule of Civil Procedure 65 and Section 34 of the Lanham Act. Accordingly, Defendants, their respective officers, employees, agents and servants, and all persons in active concert or under direction of Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this PI Order, including, without limitation, (1) banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com and Aliexpress.com ("Alibaba") and Dunhuang Group d/b/a DHgate.com ("DHgate") payment services (*e.g.*, Alipay.com Co., Ltd., Ant Financial Services Group or DHpay.com) ("Financial Institutions") and (2) online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by Alibaba.com, AliExpress.com and DHgate.com ("Third Party Service Providers") (Financial Institutions and Third Party Service Providers are hereinafter collectively referred to as the "Restrained Persons"), are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:
 - a) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the WOW VR Mark and/or marks that are confusingly

similar to, identical to and constitute a counterfeiting and/or infringement of the WOW VR Mark;

- b) directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the WOW VR Mark;
- c) using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the WOW VR Mark, to identify any goods or services not authorized by Plaintiff;
- d) using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the WOW VR Mark or any other marks that are confusingly similar to the WOW VR Mark on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products;
- e) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities and Plaintiff;

- f) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to the Defendants' User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefronts"), Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- g) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as "Defendants' Assets") from or to accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") until further ordered by this Court;
- h) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of

circumventing or otherwise avoiding the prohibitions set forth in this PI Order;

- i) providing services to Defendants, Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
 - j) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs (a) through (i) above.
2. As sufficient cause has been shown, the asset restraint granted in the April 17, 2018 Order shall remain in place through the pendency of this litigation, including that:
- a) within seven (7) days of receipt of notice of this PI Order, all Restrained Persons, including but not limited to those identified in **Schedule A** to Plaintiff's Application seeking the April 17, 2018 Order, who receive actual notice of this PI Order, shall locate and attach Defendants' Financial Accounts, and shall provide written confirmation of such attachment to Plaintiff's counsel; and
 - b) within seven (7) days of receipt of notice of this PI Order, all Restrained Persons, including but not limited to those identified in **Schedule A** to Plaintiff's Application seeking the April 17, 2018 Order, who receive actual notice of this PI Order, shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts.
3. As sufficient cause has been shown, the expedited discovery previously granted in the April

17, 2018 Order shall remain in place through the pendency of this litigation, including that:

- a) within fourteen (14) days after receiving notice of this PI Order, each Defendant shall serve upon Plaintiff or Plaintiff's counsel a written report under oath, providing:
 - i. their true name and physical address;
 - ii. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - iii. the complete sales records for any and all sales of Counterfeit Products, including number of units sold, price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
 - iv. the account details for any and all of Defendants' Financial Accounts, including the account numbers and current account balances; and
 - v. the steps taken by each Defendant, or other person served to comply with the above.
- b) Plaintiff may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them who receive actual notice of this PI Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.
- c) Plaintiff may serve requests for the production of documents pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Defendants, their respective officers,

employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this PI Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.

d) Within fourteen (14) days after receiving notice of this PI Order, all Financial Institutions who receive actual notice of this PI Order, shall provide Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad), relating to any and all of Defendants' Financial Accounts, including but not limited to documents and records relating to:

- i. account numbers;
- ii. current account balances;
- iii. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including names, addresses and contact information;
- iv. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents, and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
- v. any and all deposits and withdrawal during the previous year from each and every of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- vi. any and all wire transfers into each and every one of Defendants' Financial

Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

- e) Within fourteen (14) days of receiving actual notice of this PI Order, all Third Party Service Providers who receive actual notice of this PI Order shall provide to Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any of Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
- i. any and all User Accounts and Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Merchant Storefronts that Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;
 - ii. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them;
 - iii. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts, and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts; and
 - iv. Defendants' manufacturing, importing, exporting, advertising, marketing,

promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the WOW VR Mark and/or marks that are confusingly similar to, identical to and constitutes a counterfeiting and/or infringement of the WOW VR Mark.

4. As sufficient cause has been shown, and Pursuant to FRCP 4(f)(3), service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:

- a) delivery of a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download a PDF copy of this PI Order to Defendants' e-mail addresses, as identified in Schedule A to Plaintiff's Application seeking the April 17, 2018 Order, or may otherwise be determined; and
- b) delivery of a message to Defendants through the same means that Plaintiff's agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, and providing a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download a PDF copy of this PI Order; and

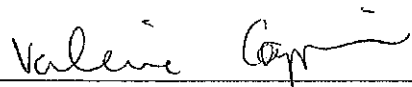
- c) delivery of an e-mail message to Defendants with a PDF copy of this PI Order to Defendants' e-mail addresses, as identified in Schedule A to Plaintiff's Application seeking the April 17, 2018 Order, or may otherwise be determined.
5. As sufficient cause has been shown, service of this PI Order shall be made on and deemed effective as to the following Financial Institutions and Third Party Service Providers if it is completed by the following means:
- a) delivery of (i) a PDF copy of this PI Order, and (ii) a link to a secure website where PayPal will be able to download a PDF copy of this PI Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com;
 - b) delivery of: (i) a PDF copy of this PI Order, and (ii) a link to a secure website where Alipay will be able to download a PDF copy of this PI Order via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at benjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com;
 - c) delivery of: (i) a PDF copy of this PI Order, and (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this PI Order via electronic mail to Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at jacqueline.ko@alibaba-inc.com;
 - d) delivery of: (i) a PDF copy of this PI Order, and (ii) a link to a secure website where DHgate (including DHPay.com) will be able to download a PDF copy of this PI Order via electronic mail to the counsel for DHgate at slucks@fishkinlucks.com and eoelary@fishkinlucks.com;
 - e) delivery of: (1) a PDF copy of this PI Order, and (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this PI Order via electronic mail to

Payoneer's Customer Service Management at
customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at
Edward.Tulin@skadden.com.

6. Defendants are hereby given notice that they may be deemed to have actual notice of the terms of this PI Order and any act by them or anyone of them in violation of this PI Order may be considered and prosecuted as in contempt of this Court.
7. The \$5,000.00 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this PI Order is terminated.
8. This PI Order shall remain in effect during the pendency of this action, or until further order of the Court.
9. Any Defendants that are subject to this PI Order may appear and move to dissolve or modify the PI Order on two (2) days' notice to Plaintiff or on shorter notice as set by the Court.

SO ORDERED.

SIGNED this Fourth day of May, 2018, at 2:10 P.M.
New York, New York



HON. VALERIE E. CAPRONI
UNITED STATES DISTRICT JUDGE

JUDGE GARDEPHE

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18 CV 901

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IDEAVILLAGE PRODUCTS CORP.,
Plaintiff

v.

DONGGUAN SHIPAI LOOFAH SPONGE
COMMODITY FACTORY d/b/a BATHING SHOP
STORE, H&JOY AUTHORIZED STORE a/k/a
SHOP1976050 STORE, NINGBO FINE SOURCE IMP
& EXP CO. LTD., NINGBO GREENFOREST
IMPORT & EXPORT CO., LTD., NINGBO KIVEN
IMPORT AND EXPORT CO., LTD., PINGYANG
MEIXUAN PLASTIC CRAFT MANUFACTURER,
THE SONGEN INTERNATIONAL TRADE CO.,
LTD. a/k/a PINGYANG SONGEN CRAFTS
FACTORY, SHENZHEN ABOEL ELECTRONIC
TECHNOLOGY CO., LTD., SHENZHEN AMERKE
ELECTRONIC CO., LTD., SHENZHEN BENWEI
ELECTRONIC CO., LTD., SHENZHEN C-MYWAY
ELECTRONICS CO., LTD., SHENZHEN REEGIS
TECHNOLOGY CO., LTD., SHENZHEN VAPEUR
TECHNOLOGY CO., LTD., XIAMEN BEST
FORTUNE IMPORT & EXPORT CO., LTD.,
XIAMEN YUESHI TRADE CO., LTD., YIWU ANJIU
IMPORT & EXPORT CO., LTD., YIWU JIMENG
DAILY CONSUMABLES CO., LTD., YIWU
NEWBIE HOUSEHOLD ARTICLES CO., LTD.,
YIWU WINDEX TOOLS FACTORY, YIWU

CIVIL ACTION No.

COMPLAINT

Jury Trial Requested

FILED UNDER SEAL

YOUMAI GENERAL MERCHANDISE CO., LTD.,
YONGKANG EASY IMPORT & EXPORT CO., LTD.,
ZHEJIANG SOWELL COMMODITY CO., LTD.,
ZHENGZHOU GREE WELL IMPORT & EXPORT
CO., LTD. and _GB HOUSEWEAR STORE,
Defendants

Ideavillage Products Corp. ("Ideavillage" or "Plaintiff"), a New Jersey corporation, by and through its undersigned counsel, allege as follows:

NATURE OF THE ACTION

1. This action involves claims for trademark infringement of Plaintiff's federally registered trademark in violation of § 32 of the Federal Trademark (Lanham) Act, 15 U.S.C. §§ 1051 *et seq.*; counterfeiting of Plaintiff's federally registered trademark in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c); false designation of origin and unfair competition in violation of Section 43(a) of the Trademark Act of 1946, as amended (15 U.S.C. §1125(a)); copyright infringement of Plaintiff's federally registered copyrights in violation of the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*; and related state and common law claims (the "Action"), arising from the infringement of the Spin Spa Mark (as defined *infra*) and/or Spin Spa Work (as defined *infra*) by Defendants Dongguan Shipai Loofah Sponge Commodity Factory d/b/a Bathing shop Store, H&JOY Authorized Store a/k/a Shop1976050 Store, Ningbo Fine Source Imp & Exp Co. Ltd., Ningbo Greenforest Import & Export Co., Ltd., Ningbo Kiven Import And Export Co., Ltd., Pingyang Meixuan Plastic Craft Manufacturer, The Songen International Trade Co., Ltd. a/k/a Pingyang Songen Crafts Factory, Shenzhen Aboel Electronic Technology Co., Ltd., Shenzhen Amerke Electronic Co., Ltd., Shenzhen Benwei Electronic Co., Ltd., Shenzhen C-Myway Electronics Co., Ltd., Shenzhen Reegis Technology Co., Ltd., Shenzhen Vapeur Technology Co., Ltd., Xiamen Best Fortune Import & Export Co., Ltd., Xiamen Yueshi Trade Co.,

Ltd., Yiwu Anjiu Import & Export Co., Ltd., Yiwu Jimeng Daily Consumables Co., Ltd., Yiwu Newbie Household Articles Co., Ltd., Yiwu Windex Tools Factory, Yiwu Youmai General Merchandise Co., Ltd., Yongkang Easy Import & Export Co., Ltd., Zhejiang Sowell Commodity Co., Ltd., Zhengzhou Gree Well Import & Export Co., Ltd. and _GB Housewear Store (hereinafter collectively referred to as "Defendants"), including, without limitation, by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying offering for sale and/or selling unlicensed, infringing and/or counterfeit versions of Plaintiff's authentic Spin Spa Products (as defined *infra*).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as pursuant to 15 U.S.C. § 1121 as an action arising out of violations of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* and the Copyright Act, 17 U.S.C. §§ 101 *et seq.*; pursuant to 28 U.S.C. §1338(b) as an action arising out of claims for false designation of origin and unfair competition; and pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum of seventy-five thousand dollars. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a), as the claims asserted thereunder are so closely related to the federal claims brought in this Action as to form part of the same case or controversy.

3. Personal jurisdiction exists over Defendants in this judicial district pursuant to N.Y.C.P.L.R. § 302(a)(1), N.Y.C.P.L.R. § 302(a)(3) or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact and/or solicit business in New York and in this judicial district, and/or derive substantial revenue from their business transactions in New York and in this judicial district, and/or otherwise avail

themselves of the privileges and protections of the laws of the State of New York, such that this Court's assertion of jurisdiction over Defendants does not offend traditional notions of fair play and due process, for example:

- a. Upon information and belief, Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the U.S., including New York, through accounts with online marketplace platforms such as Alibaba.com, AliExpress.com and DHgate.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("User Accounts") through which consumers in the U.S., including New York, can view the one or more Defendants' Merchant Storefronts (as defined *infra*) that each Defendant operates, uses to communicate with Defendants regarding their listings for Counterfeit Products (as defined *infra*) and to place orders for, receive invoices for and purchase Counterfeit Products for delivery in the U.S., including New York, as a means for establishing regular business with the U.S., including New York.
- b. Upon information and belief, Defendants are sophisticated sellers operating commercial businesses through their respective User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them, operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees,

agents, servants and all persons in active concert or participation with any of them (“Merchant Storefront(s)”) in wholesale quantities at significantly below-market prices to consumers worldwide, including to consumers in the U.S., and specifically in New York.

- c. Upon information and belief, a majority of Defendants’ Merchant Storefronts reflect multiple sales to consumers all over the world, including repeat sales to consumers in the U.S., which make up significant percentages of Defendants’ total revenues (which are estimated, in several cases, to be in the millions of dollars).
- d. Upon information and belief, all Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to New York and specifically to the New York Address (as defined *infra*).
- e. Upon information and belief, Defendants have transacted business with consumers located in the U.S., including New York, for the sale and shipment of Infringing and/or Counterfeit Products.
- f. Upon information and belief, Defendants are aware of Plaintiff, its Spin Spa Products, Spin Spa Mark and Spin Spa Work, and are aware that their infringing actions, as alleged herein, are likely to cause injury to Plaintiff in the U.S.

4. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon information and belief, Defendants conduct, transact and/or solicit business in this judicial district.

THE PARTIES

5. Plaintiff Ideavillage Products Corp. is a New Jersey corporation, having a principal place of business at 155 Route 46 West, Wayne, NJ 07470.

6. Upon information and belief, Defendant Dongguan Shipai Loofah Sponge Commodity Factory d/b/a Bathing Shop Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1727641>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

7. Upon information and belief, Defendant H&JOY Authorized Store a/k/a Shop1976050 Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1976050>, where is offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

8. Upon information and belief, Defendant Ningbo Fine Source Imp & Exp Co. Ltd. is a merchant on Alibaba.com, at <https://nbfengxing.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Rm. 1706, Yaojiang New Town, No. 165, East Changyang Rd., Jiangbei Dist., Ningbo, Zhejiang, China (Mainland).

9. Upon information and belief, Defendant Greenforest Import & Export Co., Ltd. is a merchant on Alibaba.com, at <https://nbgreenforest.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 7-10/F, Bldg. 011, No. 27, Hemeicheng Plaza, High-Tech Zone, Ningbo, Zhejiang, China (Mainland).

10. Upon information and belief Defendant Kiven Import and Export Co., Ltd. is a merchant on Alibaba.com, at <https://nbkiven.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Ningbo, Zhejiang, China (Mainland).

11. Upon information and belief Defendant Pingyang Meixun Plastic Craft Manufacturer is a merchant on Alibaba.com, at <https://meixuan58.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

12. Upon information and belief Defendant The Songen International Trade Co., Ltd. a/k/a Pingyang Songen Crafts Factory is a merchant on Alibaba.com, at <https://cnsongen.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 16-3-201, Datangxia Zone 1, Yiwu, Jinhua, Zhejiang, China (Mainland).

13. Upon information and belief Defendant Shenzhen Aboel Electronic Technology Co., Ltd. is a merchant on Alibaba.com, at <https://aboel.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 2-3/F, No. 80, Baoshi East Road, Shiyuan Street, Bao'an District, Shenzhen, Guangdong, China (Mainland).

14. Upon information and belief Defendant Shenzhen Amerke Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://amerke.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 326, 3/F, Building B, Tianhui Building, Yousong Road, Longhua St., Longhua New Dist., Shenzhen, Guangdong, China (Mainland).

15. Upon information and belief Defendant Shenzhen Benwei Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://bwelectr.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Longhua, Guangdong, Shenzhen, China (Mainland).

16. Upon information and belief Defendant C-Myway Electronics Co., Ltd. is a merchant on Alibaba.com, at <https://tech-forward.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at C-11-29H, Mingzhuyuan, Longzhu Garden, Nanmendum, Buji Street, Longgang Dist., Shenzhen, Guangdong, China (Mainland).

17. Upon information and belief Defendant Shenzhen Reegis Technology Co., Ltd. is a merchant on Alibaba.com, at <https://reegis.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Floor 3, Bldg. A, Hangu Tech Park, Xiwang Ind. Zone, Fenggang, Shenzhen, Guangdong, China (Mainland).

18. Upon information and belief Defendant Shenzhen Vapeur Technology Co., Ltd. is a merchant on Alibaba.com, at <https://vapeur.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at C1006, Fenghuang Building, Gonghe Community, Shajing Street, Bao'an District, Shenzhen, Guangdong, China (Mainland).

19. Upon information and belief Defendant Xiamen Best Fortune Import & Export Co., Ltd. is a merchant on Alibaba.com, at <https://bsh.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 401 Room 2368 Building, Jinshan Fortune Plaza, Fangzhong Road, Huli District, Fujian, Xiamen, China (Mainland).

20. Upon information and belief Xiamen Yueshi Trade Co., Ltd. is a merchant on Alibaba.com, at <https://grinch66666.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 636 2nd Ring Road South, Tong An District, Fujian, Xiamen, China (Mainland).

21. Upon information and belief Defendant Yiwu Anjiu Import & Export Co., Ltd. is a merchant on Alibaba.com, at <https://ywanjiu.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at A8401, Haike E-Park, M750 Huancheng South Rd., Dongyuan Industrial Park, Jiangdong St., Yiwu, Zhejiang, China (Mainland).

22. Upon information and belief Defendant Yiwu Jimeng Daily Consumables Co., Ltd. is a merchant on Alibaba.com, at <https://jimeng.en.alibaba.com>, where it offers for sale and/or sells

Counterfeit Products and with a principal place of business at Rm. 302, Unit 3, Bldg. 40, Xigu Village, Yiwu, Jinhua, Zhejiang, China (Mainland).

23. Upon information and belief Defendant Yiwu Newbie Household Articles Co., Ltd. is a merchant on Alibaba.com, at <https://newbie1688.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Floor 4, Unit 3, Bldg. 3, No. E22, Yingcai Chuangye Park, Xinke Road, Yiwu, Jinhua, Zhejiang, China (Mainland).

24. Upon information and belief Defendant Yiwu Windex Tools Factory is a merchant on Alibaba.com, at <https://wdtools.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 301, No. 47-49, Changchun 7th Street, Futian Street, Yiwu, Jinhua, Zhejiang, China (Mainland).

25. Upon information and belief Defendant Yiwu Youmai General Merchandise Co., Ltd. is a merchant on Alibaba.com, at <https://ymrybh.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 655, Qijiguang Road, Choujiang Street, Yiwu, Zhejiang, China (Mainland).

26. Upon information and belief Defendant Yongkang Easy Import & Export Co., Ltd. is a merchant on Alibaba.com, at <https://ykeasy.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Unit 1, Bldg. 98, Wangrandian, Yongkang, Zhejiang, China (Mainland).

27. Upon information and belief Defendant Zhejiang Sowell Commodity Co., Ltd. is a merchant on Alibaba.com, at <https://bolly.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at (Liuzhai Village) Baiyang Industrial Zone, Wuyi County, Jinhua, Zhejiang, China (Mainland).

28. Upon information and belief Defendant Zhengzhou Gree Well Import & Export Co., Ltd. is a merchant on Alibaba.com, at <https://wellgree.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 79, Zhenghua Road, Jinshui Dist., Zhengzhou, Henan, China (Mainland).

29. Upon information and belief Defendant _GB Housewear Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2611048>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

GENERAL ALLEGATIONS

Plaintiff and Its Spin Spa Products

30. Plaintiff is a leading developer, producer, marketer, and distributor of quality, innovative consumer products. Plaintiff promotes and sells its products through national direct response television advertising commonly called “As Seen On TV” (“ASOTV”). Plaintiff also promotes and sells its ASOTV products at the retail level at well-known mass retail outlets, including, without limitation: Wal-Mart, Target Stores, Bed Bath & Beyond, Toys R Us, Rite-Aid, CVS and Walgreens; through catalog companies; online, through its own website and its retail customers’ websites; as well as through a network of international distributors, among other channels of trade.

31. Ideavillage is among the most well-known, well-respected sources of many of the most popular and most successful ASOTV products sold in the United States.

32. One of Ideavillage’s most successful products is a line of exfoliating and cleaning brushes for both the body and face that bring the experience of a spa treatment directly to the user (collectively, “Spin Spa Product(s)”). The Spin Spa products cleanse, pamper and sooth tired and achy muscles, while simultaneously providing a clean and fresh experience for the user’s skin.

Images of Ideavillage's Spin Spa Products are attached hereto as **Exhibit A** and incorporated herein by reference.

33. The Spin Spa Products have achieved tremendous success and notoriety since they were first introduced in 2006.

34. The Spin Spa Products retail for \$14.99.

35. While Plaintiff has gained significant common law trademark and other rights in its Spin Spa Products through extensive use, advertising and promotion, Plaintiff has also protected its valuable rights by filing for and obtaining a federal trademark registration.

36. Ideavillage is the owner of U.S. Trademark Registration No. 3,130,985 for "SPIN SPA" for a variety of goods in Class 21 (hereinafter, the "Spin Spa Mark"). A true and correct copy of the registration certificate for the Spin Spa Mark is attached hereto as **Exhibit B** and incorporated herein by reference.

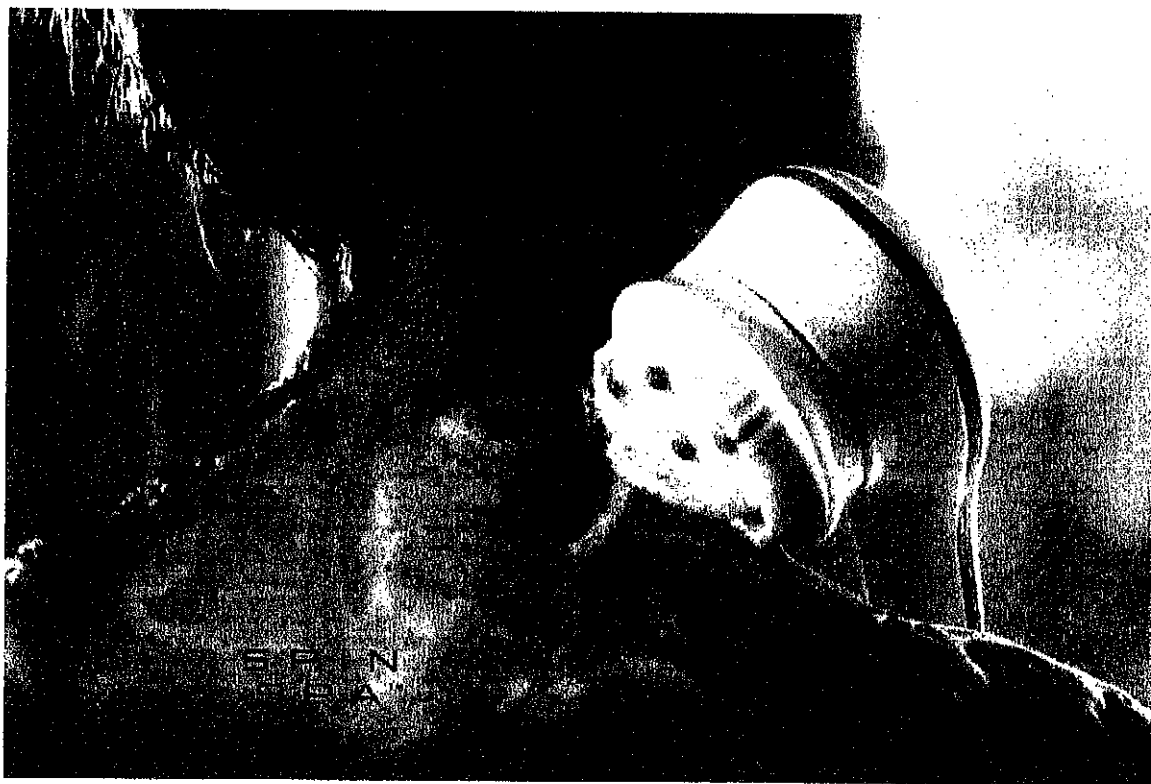
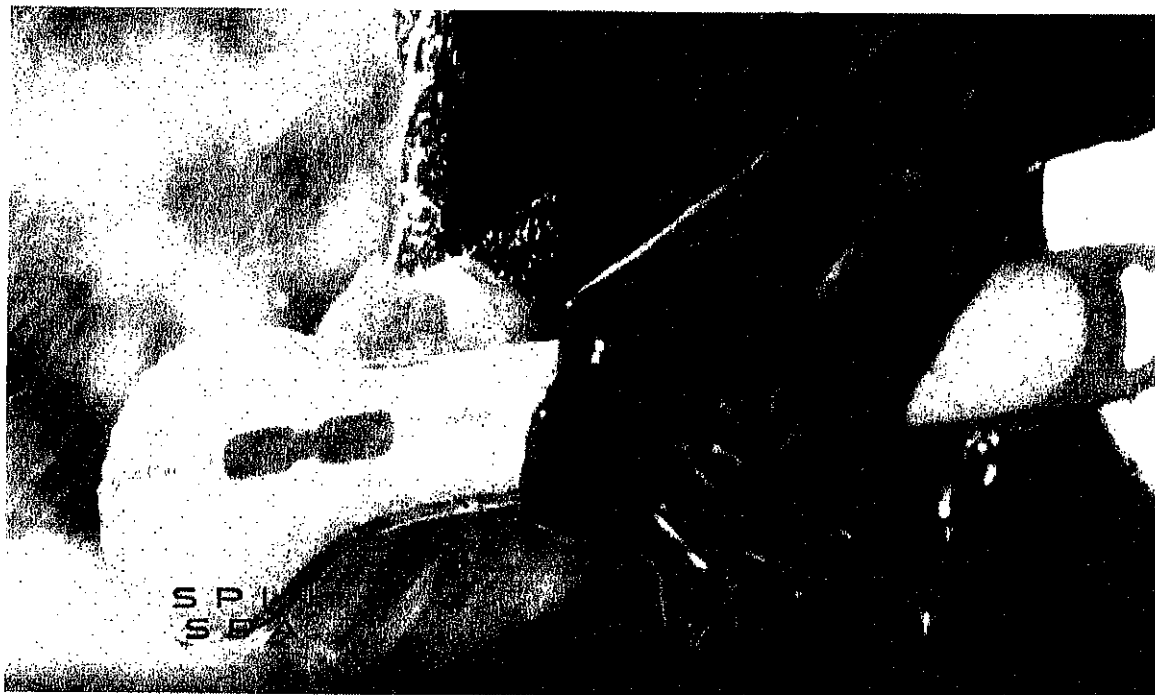
37. The Spin Spa Mark is currently in use in commerce in connection with the Spin Spa Products. The Spin Spa Mark was first used in commerce on or before the date of first use as reflected in the registration attached hereto as Exhibit B.

38. The Spin Spa Mark is valid, subsisting and incontestable.

39. In addition, Plaintiff also owns both registered and unregistered copyrights in and related to the Spin Spa Products, and has protected its valuable rights by filing for and obtaining a U.S. copyright registration in and related to the Spin Spa Products.

40. For example, Plaintiff is the owner of U.S. Copyright Registration No. PA 2-066-887, covering the Spin Spa Commercial (hereinafter, the "Spin Spa Work"). A true and correct copy of the registration certificate for the Spin Spa Work is attached hereto as **Exhibit C** and

incorporated herein by reference. A sampling of images taken from the Spin Spa Work are reproduced below:





41. Plaintiff has spent substantial time, money and effort in building up and developing consumer recognition, awareness and goodwill in the Spin Spa Products, Spin Spa Mark and Spin Spa Work.

42. The success of the Spin Spa Products is due in part to Plaintiff's marketing and promotional efforts, as described above.

43. Plaintiff's success is also due to its use of the highest quality materials and processes in making the Spin Spa Products.

44. In addition, Plaintiff owes a substantial amount of the success of the Spin Spa Products to its consumers, and word of mouth buzz that its consumers have generated.

45. As a result of Plaintiff's efforts, the quality of Plaintiff's products and the word-of-mouth buzz generated by its consumers, the Spin Spa Mark, Spin Spa Work and Spin Spa Products have become prominently placed in the minds of the public. Members of the public have become familiar with the Spin Spa Mark, Spin Spa Work and Spin Spa Products, and have come to associate them exclusively with Plaintiff. Plaintiff has acquired a valuable reputation and goodwill among the public as a result of such association.

46. Plaintiff has gone through great lengths to protect its interests to the Spin Spa Products, Spin Spa Mark and Spin Spa Work. No one other than Plaintiff is authorized to manufacture, import, export, advertise, offer for sale or sell any goods utilizing the Spin Spa Mark or Spin Spa Work without the express permission of Plaintiff.

The Online Marketplace Platforms and Defendants' User Accounts

47. Alibaba.com, AliExpress.com and DHgate.com are online marketplace platforms which allow manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their wholesale and retail products originating from China directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

48. As some of the leaders of China's e-commerce and digital retail market, Alibaba.com, AliExpress.com and DHgate.com have generated hundreds of billions in sales

worldwide.¹ International markets, including the U.S., make up a significant percentage of sales made on Alibaba.com, AliExpress.com and DHgate.com. For example, in 2016, revenue from international retail sales grew by 25% on AliExpress.com to \$342 million and 15% on Alibaba.com to \$841 million.² The press reported that the growth in sales on AliExpress.com resulted from an increase in the number of buyers, particularly from the U.S., as well as other large countries like Russia and Brazil.³ Additionally, according to *Business Insider*, excluding China, the U.S. was among the top five countries with packages coming from Alibaba's marketplaces on the company's "Singles' Day" (often compared to the U.S.'s Cyber Monday) in 2015, which resulted in over \$14 billion in sales in one day.⁴ Further, DHgate.com offers 25 million consumer products from 1.2 million suppliers for sale on their platform and attributes over half of their sales to U.S. buyers alone.⁵

49. As recently addressed in the *Wall Street Journal*, *Fortune* and the *New York Times*,⁶ and as reflected in the federal lawsuits filed against sellers offering for sale and selling infringing

¹ See Kenneth Rapoza, *Jack Ma's Alibaba Promises Huge Sales Boom, \$910 Billion In Merchandise Volume By 2020*, FORBES (Jun. 15, 2016), <http://www.forbes.com/sites/kenrapoza/2016/06/15/jack-ma-foretells-huge-sales-boom-for-chinese-e-commerce-giant-alibaba/#78d364486b52>.

² See Frank Tong, *Alibaba's annual web sales easily surpass U.S. e-retail sales*, DIGITALCOMMERCE360.COM (May 5, 2016), <https://www.internetretailer.com/2016/05/05/alibabas-annual-web-sales-easily-surpass-us-e-retail-sales>.

³ See Frank Tong, *An Alibaba site sells \$4.5 billion in one year to consumers outside of China*, DIGITALCOMMERCE360.COM (Sept. 11, 2014), <https://www.internetretailer.com/2014/09/11/alibaba-site-sells-45-billion-one-year-consumers-outs>.

⁴ See Bob Bryan, *Alibaba just proved it's more than just some Chinese company*, BUSINESS INSIDER (Nov. 15, 2015), <http://www.businessinsider.com/alibaba-international-expansion-2015-11>.

⁵ See Nona Tepper, *U.S. buyers account for half the sales on Hong Kong-based wholesale site DHgate.com*, DIGITALCOMMERCE360, (Jun. 22, 2015), <https://www.internetretailer.com/2015/06/22/us-buyers-account-half-sales-dhgatecom>.

⁶ See Kathy Chu, *Alibaba Vows Crackdown on Fakes Amid Trade Group Controversy*, WALL STREET JOURNAL (May 13, 2016), <http://www.wsj.com/articles/alibaba-vows-crackdown-on-fakes-amid-trade-group-controversy-14631276052>; Scott Cendrowski, *Chinese Regulator Again Calls Out Alibaba for Counterfeit Goods*, FORTUNE (Aug. 10, 2016), <http://fortune.com/2016/08/11/alibaba-counterfeit-goods-regulator/>; see also Kathy Chu, *Alibaba Suspends From Anticounterfeiting Group*, WALL STREET JOURNAL (May 13, 2016), <http://www.wsj.com/articles/alibaba-suspended-from-anticounterfeiting-group-1463170527?tesla=y>; Michael Schuman, *A Small Table Maker Takes On Alibaba's Flood of Fakes*, N.Y. TIMES (Mar. 18, 2017), <https://www.nytimes.com/2017/03/18/business/alibaba-fake-merchandise-e-commerce.html>.

and/or counterfeit products on Alibaba.com, AliExpress.com and DHgate.com,⁷ an astronomical number of counterfeit and infringing products are offered for sale and sold on Alibaba.com, AliExpress.com and DHgate.com, as well as other online marketplace platforms, at a rampant rate.

50. Defendants are individuals and/or businesses, who, upon information and belief, are located in China but conduct business in the U.S. and other countries by means of their User Accounts and on their Merchant Storefronts on Alibaba.com, AliExpress.com and DHgate.com, as well as potentially yet undiscovered additional online marketplace platforms.

51. Through their Merchant Storefronts, Defendants offer for sale and/or sell consumer products, including Counterfeit Products, and target and ship such products to customers located in the U.S., including New York, and throughout the world.

Defendants' Wrongful and Infringing Conduct

52. Particularly in light of Plaintiff's success with its popular Spin Spa Products, as well as the reputation they have gained, Plaintiff and its Spin Spa Products have become targets for unscrupulous individuals and entities who wish to take capitalize on the goodwill, reputation and fame Plaintiff has amassed in its Spin Spa Products, Spin Spa Mark and the work embodied in the Spin Spa Work, and Plaintiff investigates and enforces against such activities.

53. As part of these efforts, Plaintiff retained New Alchemy Limited ("NAL"), a company that provides trademark infringement research services, to investigate and research manufacturers, wholesalers, retailers and/or third-party merchants offering for sale and/or selling

⁷ See Kathy Chu, *Luxury brands get tougher with counterfeiters – and Alibaba*, MARKETWATCH (Aug. 16, 2016), <http://www.marketwatch.com/story/luxury-brands-get-tough-with-counterfeiters-2016-08-16-91031611>; Gilian Wong, *Alibaba Sued Over Alleged Counterfeits*, WALL STREET JOURNAL (May 17, 2015), <http://www.wsj.com/articles/alibaba-sued-over-alleged-counterfeits-1431877734>; Scott Cendrowski, *There's no end in sight for Alibaba's counterfeit problem*, FORTUNE (May 18, 2015), <http://fortune.com/2015/05/18/theres-no-end-in-sight-for-alibabas-counterfeit-problem/>.

Counterfeit Products on online marketplace platforms such as Alibaba.com, Aliexpress.com and DHgate.com.

54. Through NAL's investigative and enforcement efforts, Plaintiff learned of Defendants' actions which vary and include, but are not limited to: manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling products bearing or used in connection with the Spin Spa Mark and/or Spin Spa Work, and/or products in packaging and/or containing labels and/or hang tags bearing the Spin Spa Mark and/or Spin Spa Work, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Spin Spa Mark and/or Spin Spa Work, and/or products that are identical or confusingly or substantially similar to Spin Spa Products (collectively referred to as, "Infringing Product(s)" or "Counterfeit Product(s)") to U.S. consumers, including those located in the state of New York, through Defendants' User Accounts and Merchant Storefronts. Printouts of listings for Counterfeit Products from Defendants' User Accounts and Merchant Storefronts are included in **Exhibit D** attached hereto and incorporated herein by reference.

55. Defendants are not and have never been authorized by Plaintiff or any of its authorized agents to copy, manufacture, import, export, advertise, distribute, offer for sale or sell any Spin Spa Products or to use the Spin Spa Mark and/or Spin Spa Work, or any marks or artwork that are confusingly or substantially similar to the Spin Spa Mark or Spin Spa Work.

56. Defendants' Counterfeit Products are nearly indistinguishable from Plaintiff's Spin Spa Products with only minor variations that no ordinary consumer would recognize.

57. During its investigation, NAL identified Defendants as offering for sale and/or selling Counterfeit Products and contacted Defendants through their respective User Accounts expressing interest in placing a bulk order for Counterfeit Products and inquiring about methods

of payment. NAL also often requested the respective Defendant's e-mail addresses. Printouts of NAL's conversations with each of the Defendants are included in **Exhibit D** attached hereto and incorporated herein by reference.

58. During its communications with Defendants, NAL specified a shipping address located in New York (the "New York Address") and verified that each Defendant provides shipping to the New York Address. Printouts of the checkout pages, order forms and/or pro forma invoices for the Counterfeit Products reflecting that Defendants agreed to ship Counterfeit Products to the New York Address are included in **Exhibit D** attached hereto and incorporated herein by reference.

59. NAL confirmed that each Defendant was and/or is still currently offering for sale and/or selling Counterfeit Products through their respective User Accounts and/or Merchant Storefronts, accepting payment for such Counterfeit Products in U.S. Dollars through various payment processing services and that each Defendant provides shipping and/or has actually shipped Counterfeit Products to the U.S., including to customers located in New York. NAL's findings are supported by Defendants' listings for Counterfeit Products, their communications with NAL and/or the checkout pages, order forms and/or pro forma invoices for the Counterfeit Products which are included in **Exhibit D** attached hereto and incorporated herein by reference.

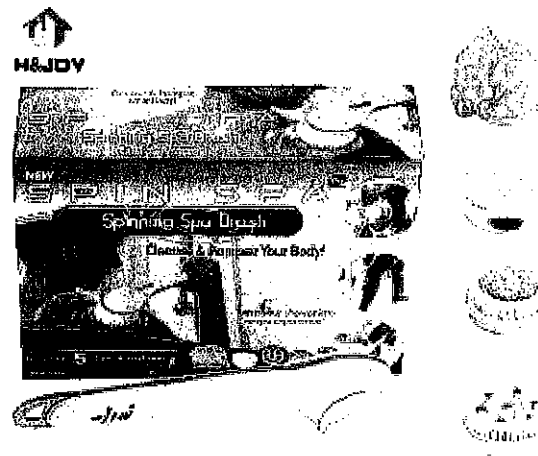
60. For example, below on the left is an image of one of Plaintiff's Spin Spa Products. Depicted below on the right is a listing for Defendant H&JOY Authorized Store a/k/a Shop1976050 Store's Counterfeit Product ("H&JOY Infringing Listing" and "H&JOY Counterfeit Product," respectively). The H&JOY Infringing Listing appears on Defendant H&JOY's Merchant Storefront, <https://www.aliexpress.com/item/12pcs-set-Silicone-Cake-Baking-Molds-Round-Sharp-Cupcake-Molds-Kitchen-DIY-Tools/32816985044.html>, and offers the H&JOY

Counterfeit Product for \$17.98 per set, using, featuring and/or incorporating one or more of the Spin Spa Mark, Spin Spa Work and/or confusingly or substantially similar marks or artwork in the listing title “Cleaning Bath Brush **Spin Spa** Massage Electric Show Spin Scrubber Long-handled 5 Attachment Sets Bathroom Tool” (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the H&JOY Counterfeit Product is virtually identical to one of Plaintiff’s Spin Spa Products and features and/or incorporates one or more of the Spin Spa Work and Spin Spa Mark. There is no question that the H&JOY Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiff’s Spin Spa Products or that the H&JOY Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Spin Spa Work and Spin Spa Mark:

AUTHENTIC



COUNTERFEIT



61. NAL has confirmed that Defendant H&JOY Authorized Store a/k/a Shop1976050 Store offers shipping to the U.S., and a screenshot from the H&JOY Infringing Listing, depicted

below, confirms that Defendant H&JOY Authorized Store a/k/a Shop1976050 Store has sold products to the U.S.:

transaction history 58 transactions in the last six months. Sort by latest

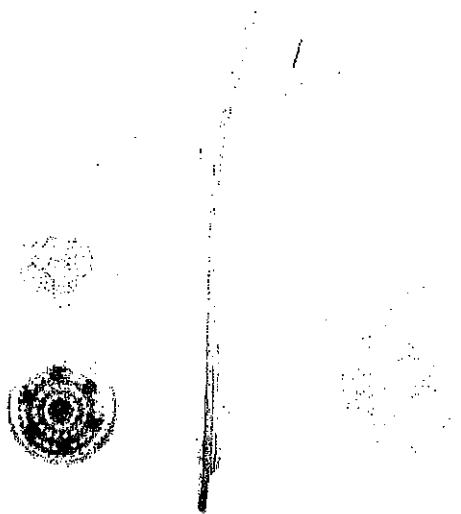
buyer	Transaction Information
D***eM. PR	1 set 02 Sep 2017 07:09
K***nA. IL	1 set 02 Sep 2017 05:17
M***n K. CA	1 set 30 Aug 2017 22:13
A***xG. IL	1 set 30 Aug 2017 02:39
G***n Z. CA	1 set 30 Aug 2017 01:53
H***k K. KR	1 set 29 Aug 2017 14:48
D***a M. US	1 set 24 Aug 2017 23:47
C***n K. CA	1 set 19 Aug 2017 00:35

Go to Page Go

62. By way of an additional example, below on the left is an image of one of Plaintiff's Spin Spa Products. Depicted below on the right is a listing for Defendant Yiwu Jimeng Daily Consumables Co., Ltd.'s Counterfeit Product ("Yiwu Jimeng Infringing Listing" and "Yiwu Jimeng Counterfeit Product," respectively). The Yiwu Jimeng Infringing Listing appears on Defendant Yiwu Jimeng's Merchant Storefront, https://wholesaler.alibaba.com/product-detail/cleaning-bath-brush-scrub-spin-SPA_60636363094.html, and offers the Yiwu Jimeng Counterfeit Product for \$13.00 for 100-199 pieces, using, featuring and/or incorporating one or more of the Spin Spa Mark, Spin Spa Work and/or confusingly or substantially similar marks or artwork in the listing title, "cleaning bath brush scrub **spin SPA** massage electric shower brush system Long-handled bathroom tool product for bath" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the Yiwu Jimeng Counterfeit Product is

virtually identical to one of Plaintiff's Spin Spa Products and features and/or incorporates one or more of the Spin Spa Work and Spin Spa Mark. There is no question that the Yiwu Jimeng Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiff's Spin Spa Product or that the Yiwu Jimeng Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Spin Spa Work and Spin Spa Mark:

AUTHENTIC



COUNTERFEIT



63. NAL has confirmed that Defendant Yiwu Jimeng Daily Consumables Co., Ltd offers shipping to New York, and a screenshot from the Yiwu Jimeng Infringing Listing, depicted below, confirms that Defendant Yiwu Jimeng Daily Consumables Co., Ltd offers free shipping to the U.S.:



(Wholesale Product) cleaning bath brush scrub spin SPA
massage electric shower brush system Long-handled
bathroom tool product for bath

100-199 Pieces >=200 Pieces

US \$13.... US \$12....

Quantity: — 100 +
Pieces 10000 available

Shipping: China ☐
to United States by Express DHL ☐

Shipping Cost: Free Shipping

Buy Now

64. By these dealings in Counterfeit Products (including, without limitation, copying, manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products), Defendants have violated Plaintiff's exclusive rights in the Spin Spa Mark and/or Spin Spa Work, and have used images and designs that are confusingly and/or substantially similar to, identical to and/or constitute counterfeiting and/or infringement of the Spin Spa Mark and Spin Spa Work in order to confuse consumers into believing that such Counterfeit Products are Spin Spa Products and aid in the promotion and sales of their Counterfeit Products. Defendants' conduct began long after Plaintiff's adoption and use of the Spin Spa Mark and Spin Spa Work, after the U.S. registrations for the same were obtained, as alleged above, and after Plaintiff's Spin Spa Products, Spin Spa Mark and Spin Spa Work became well-known to the purchasing public.

65. Prior to and contemporaneous with their counterfeiting and infringing actions alleged herein, Defendants had knowledge of Plaintiff's ownership of the Spin Spa Mark and Spin Spa Work, of the fame and incalculable goodwill associated therewith and of the popularity and success of the Spin Spa Products, and in bad faith adopted the Spin Spa Mark and Spin Spa Work.

66. Defendants have been engaging in the illegal counterfeiting and infringing actions, as alleged herein, knowingly and intentionally, or with reckless disregard or willful blindness to Plaintiff's rights, or in bad faith, for the purpose of trading on the goodwill and reputation of Plaintiff, the Spin Spa Mark, the Spin Spa Work and Spin Spa Products.

67. Defendants' dealings in Counterfeit Products, as alleged herein, has caused, and will continue to cause, confusion, mistake, economic loss and has, and will continue to deceive consumers, the public and the trade with respect to the source or origin of Defendants' Counterfeit Products, thereby causing consumers to erroneously believe that such Counterfeit Products are licensed by or otherwise associated with Plaintiff, thereby damaging Plaintiff.

68. In engaging in these actions, Defendants have, among other things, willfully and in bad faith committed the following, all of which have and will continue to cause irreparable harm to Plaintiff: infringed and counterfeited the Spin Spa Mark; infringed the Spin Spa Work; committed unfair competition and unfairly and unjustly profited from such activities at Plaintiff's expense.

69. Unless enjoined, Defendants will continue to cause irreparable harm to Plaintiff.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**(Trademark Counterfeiting Under Sections 32, 34 and 35 of the Lanham Act,
15 U.S.C. §§ 1114(1)(b), 1116(d) and 1117(b)-(c))**

70. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

71. Plaintiff is the owners of all right and title to the Spin Spa Mark.

72. Plaintiff has continuously used the Spin Spa Mark in interstate commerce since at least as early as the date of first use as set forth in the registration certificate attached hereto as **Exhibit B**.

73. Without Plaintiff's authorization or consent, with knowledge of Plaintiff's well-known and prior rights in the Spin Spa Mark and with knowledge that Defendants' Counterfeit Products bear counterfeit marks, Defendants intentionally reproduced, copied and/or colorably imitated the Spin Spa Mark and/or used spurious designations that are identical with, or substantially indistinguishable, from the Spin Spa Mark on or in connection with the manufacturing, import, export, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products.

74. Defendants have manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold their Counterfeit Products to the purchasing public in direct competition with Plaintiff, in or affecting interstate commerce, and/or have acted with reckless disregard of Plaintiff's rights in and to the Spin Spa Mark, through their participation in such activities

75. Defendants have applied their reproductions, counterfeits, copies and colorable imitations of the Spin Spa Mark to packaging, point-of-purchase materials, promotions and/or advertisements intended to be used in commerce upon, or in connection with, the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Defendants' Counterfeit Products, which is likely to cause confusion, mistake and deception among the general purchasing public as to the origin of the Counterfeit Products, and is likely to deceive consumers, the public and the trade into believing that the Counterfeit Products sold by Defendants originate from, are associated with or are otherwise authorized by

Plaintiff, thereby making substantial profits and gains to which they are not entitled in law or equity.

76. Defendants' unauthorized use of the Spin Spa Mark on or in connection with the Counterfeit Products was done with notice and full knowledge that such use was not authorized or licensed by Plaintiff or its authorized agents and with deliberate intent to unfairly benefit from the incalculable goodwill inherent in the Spin Spa Mark.

77. Defendants' actions constitute willful counterfeiting of the Spin Spa Mark in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c).

78. As a direct and proximate result of Defendants' illegal actions alleged herein, Defendants have caused substantial monetary loss and irreparable injury and damage to Plaintiff, its business, its reputation and its valuable rights in and to the Spin Spa Mark and the goodwill associated therewith, in an amount as yet unknown, but to be determined at trial, for which Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and its valuable Spin Spa Mark.

79. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions, as alleged herein and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, treble damages and/or statutory damages of up to \$2,000,000 per counterfeit mark per type of goods sold, offered for sale or distributed and reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
(Infringement of Registered Trademark)
[115 U.S.C. § 1114/Lanham Act § 32(a)]

80. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

81. Plaintiff has continuously used the Spin Spa Mark in interstate commerce since at least as early as the date of first use identified in the certificate of registration attached hereto as **Exhibit B**.

82. Plaintiff, as the owner of all right, title and interest in and to the Spin Spa Mark, has standing to maintain an action for trademark infringement under 15 U.S.C. § 1114.

83. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiff is the owner of the federal trademark registration for the Spin Spa Mark.

84. Defendants did not seek, and therefore necessarily failed, to obtain consent or authorization from Plaintiff, as the registered trademark owner of the Spin Spa Mark, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail, offer for sale and/or sell Spin Spa Products and/or related products bearing the Spin Spa Mark into the stream of commerce.

85. Defendants knowingly and intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold Counterfeit Products, bearing and/or utilizing marks that are reproductions, counterfeits, copies and/or colorable imitations of the Spin Spa Mark and/or which are identical or confusingly similar to the Spin Spa Mark.

86. Defendants knowingly and intentionally reproduced, copied and colorably imitated the Spin Spa Mark and applied such reproductions, copies, or colorable imitations to packaging, wrappers, receptacles, online listings and/or advertisements used in commerce upon, or in connection with, the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Defendants' Counterfeit Products.

87. Defendants were, at the time they engaged in their illegal and infringing actions as alleged herein, actually aware that Plaintiff is the owner of all rights in and to the Spin Spa Mark.

88. Defendants' egregious and intentional use of the Spin Spa Mark in commerce on or in connection with Defendants' Counterfeit Products has caused, and is likely to continue to cause, actual confusion and mistake, and has deceived, and is likely to continue to deceive, the general purchasing public as to the source or origin of the Counterfeit Products, and is likely to deceive the public into believing that Defendants' Counterfeit Products are Plaintiff's Spin Spa Products or are otherwise associated with, or authorized by Plaintiff.

89. Defendants' actions have been deliberate and committed with knowledge of Plaintiff's rights and goodwill in the Spin Spa Mark, as well as with bad faith and the intent to cause confusion, mistake and deception.

90. Defendants' continued, knowing and intentional use of the Spin Spa Mark without Plaintiff's consent or authorization constitutes intentional infringement of the federally registered Spin Spa Mark in violation of §32 of the Lanham Act, 15 U.S.C. § 1114.

91. As a direct and proximate result of Defendants' illegal and infringing actions as alleged herein, Plaintiff has suffered substantial monetary loss and irreparable injury, loss and damage to its business and its valuable rights in and to the Spin Spa Mark and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which it has

no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and its valuable Spin Spa Mark.

92. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, as well as other remedies provided by 15 U.S.C. §§ 1116, 1117 and 1118 and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
(False Designation of Origin, Passing Off & Unfair Competition)
[15 U.S.C. § 1125(a)/Lanham Act § 43(a)]

93. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

94. Plaintiff, as the owner of all right, title and interest in and to the Spin Spa Mark, has standing to maintain an action for false designation of origin and unfair competition under the Federal Trademark Statute, Lanham Act § 43(a) (15 U.S.C. § 1125).

95. The Spin Spa Mark is inherently distinctive and/or has acquired distinctiveness.

96. Defendants knowingly and willfully used in commerce products and/or packaging designs that are identical or confusingly or substantially similar to, and constitute reproductions of the Spin Spa Mark and the Spin Spa Work, and affixed, applied and used false designations of origin and false and misleading descriptions and representations on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products, with the intent to cause confusion, cause mistake and deceive the purchasing public into believing, in error, that Defendants' substandard

Counterfeit Products are Spin Spa Products or related products, and/or that Defendants' Counterfeit Products are authorized, sponsored, approved, endorsed or licensed by Plaintiff and/or that Defendants are affiliated, connected or associated with Plaintiff, thereby creating a likelihood of confusion by consumers as to the source of such Counterfeit Products, and allowing Defendants to capitalize on the goodwill associated with, and the consumer recognition of, the Spin Spa Mark and the Spin Spa Work, to Defendants' substantial profit in blatant disregard of Plaintiff's rights.

97. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products that are identical to, confusingly similar to or which constitute colorable imitations of Plaintiff's Spin Spa Products using marks and/or artwork that is identical and/or confusingly or substantially similar to, or which constitute colorable imitations of the Spin Spa Mark and the Spin Spa Work, Defendants have traded off the extensive goodwill of Plaintiff and its Spin Spa Products and did in fact induce, and intends to, and will continue to induce customers into purchasing Defendants' Counterfeit Products, thereby directly and unfairly competing with Plaintiff. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff and the Spin Spa Mark, which Plaintiff has amassed through its nationwide marketing, advertising, sales and consumer recognition.

98. Defendants knew, or by the exercise of reasonable care, should have known, that their adoption and commencement of, and continuing use in commerce of marks and artwork that are identical or confusingly or substantially similar to and constitute reproductions of the Spin Spa Mark and the Spin Spa Work would cause confusion, mistake or deception among purchasers, users and the public.

99. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive the purchasing public and with the intent to trade on the goodwill and reputation of Plaintiff, its Spin Spa Products, the Spin Spa Mark and Spin Spa Work.

100. As a direct and proximate result of Defendants' aforementioned actions, Defendants have caused irreparable injury to Plaintiff by depriving Plaintiff of sales of its Spin Spa Products and by depriving Plaintiff of the value of the Spin Spa Mark and Spin Spa Work as commercial assets in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately restrained, Defendants will continue to cause substantial and irreparable injury to Plaintiff and the goodwill and reputation associated with the value of the Spin Spa Mark and the Spin Spa Work.

101. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief as well as monetary damages and other remedies as provided by the Lanham Act, including damages that Plaintiff has sustained and will sustain as a result of Defendants' illegal and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages and reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
(Federal Copyright Infringement)
[17 U.S.C. § 501(a)]

102. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

103. Plaintiff is the exclusive owner of the Spin Spa Work.

104. Defendants had actual notice of Plaintiff's exclusive rights in and to the Spin Spa Work.

105. Defendants did not attempt and failed to obtain Plaintiff's consent or authorization to use, manufacture, reproduce, copy, display, prepare derivative works of, distribute, sell, transfer, rent, perform and/or market Plaintiff's Spin Spa Products and/or the Spin Spa Work.

106. Without permission, Defendants knowingly and intentionally reproduced, copied and displayed the Spin Spa Work by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Infringing Products which bear such Spin Spa Work, or artwork that is, at a minimum, substantially similar to the Spin Spa Work.

107. Defendants' unlawful and willful actions as alleged herein, constitute infringement of the Spin Spa Work, including Plaintiff's exclusive rights to reproduce, distribute and/or sell such Spin Spa Work in violation of 17 U.S.C. § 501(a).

108. Defendants' knowing and intentional copyright infringement, as alleged herein, has caused substantial and irreparable harm to Plaintiff in an amount as yet unknown but to be proven at trial, for which Plaintiff has no adequate remedy at law, and unless enjoined, Defendants will continue to cause, substantial and irreparable harm to Plaintiff.

109. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief, Plaintiff's actual damages and Defendants' profits in an amount to be proven at trial and enhanced discretionary damages for willful copyright infringement and reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION
(Violation of Deceptive Acts and Practices Unlawful)
[N.Y. Gen. Bus. Law § 349]

110. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

111. Through Defendants' unlawful, unauthorized and unlicensed use of the Spin Spa Mark and/or Spin Spa Work on or in connection with the manufacturing, importing, exporting,

advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products which are identical and/or confusingly or substantially similar to Plaintiff's Spin Spa Products, Defendants have engaged in consumer-oriented conduct that has adversely affected the public interest and has resulted in injury to consumers in New York.

112. Defendants' aforementioned conduct was and is a willful and deliberate attempt to mislead consumers and constitutes the use of deceptive acts or practices in the conduct of business, trade or commerce. Such conduct has deceived and materially misleads, or has a tendency to deceive and materially mislead, the consuming public and has injured, and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law §§ 349.

113. As a result of Defendants' actions alleged herein, Plaintiff has suffered and will continue to suffer irreparable harm for which it has no adequate remedy at law.

114. Pursuant to N.Y. Gen. Bus. Law. § 349(h), Plaintiff is entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SIXTH CAUSE OF ACTION
(False Advertising Unlawful)
[N.Y. Gen. Bus. Law § 350]**

115. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

116. Without the authorization of Plaintiff, Defendants have used the Spin Spa Mark and/or Spin Spa Work and/or marks and/or artwork and/or packaging designs that are identical and/or confusingly or substantially similar to the Spin Spa Mark and/or Spin Spa Work in connection with the advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, which are identical and/or confusingly

or substantially similar to Plaintiff's Spin Spa Products, causing confusion, mistake and deceiving consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

117. Defendants' aforementioned willful and intentional conduct constitutes false advertising in the conduct of any business, trade or commerce and has injured, and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law § 350.

118. As a result of Defendants' actions alleged herein, Plaintiff has suffered and will continue to suffer irreparable harm for which they have no adequate remedy at law.

119. Pursuant to N.Y. Gen. Bus. Law. § 350(e), Plaintiff is entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SEVENTH CAUSE OF ACTION
(Unfair Competition)
[New York Common Law]**

120. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

121. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, Defendants have traded off the extensive goodwill of Plaintiff and its Spin Spa Products to induce and did induce, and intend and will continue to induce customers to purchase their Counterfeit Products, thereby directly competing with Plaintiff. Such conduct has permitted, and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff which it has amassed through its nationwide marketing, advertising, sales and consumer recognition.

122. Defendants' advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products was and is in violation and derogation of Plaintiff's rights and is likely to cause confusion, cause mistake and to deceive consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

123. Defendants knew, or by the exercise of reasonable care should have known, that their advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products and their continuing advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products would cause confusion, cause mistake or deceive purchasers, users and the public.

124. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive, in blatant disregard of Plaintiff's rights, and for the wrongful purpose of injuring Plaintiff and its competitive position while benefiting Defendants.

125. As a direct and proximate result of Defendants' aforementioned wrongful actions, Plaintiff has been, and will continue to be, deprived of substantial sales of its Spin Spa Products in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law, and Plaintiff has been, and will continue to be, deprived of the value of the Spin Spa Mark and Spin Spa Work as commercial assets, in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law.

126. As a result of Defendants' actions alleged herein, Plaintiff is entitled to injunctive relief, an order granting Plaintiff's damages and Defendants' profits stemming from their infringing activities and exemplary or punitive damages for Defendants' intentional misconduct.

**EIGHTH CAUSE OF ACTION
(Unjust Enrichment)
[New York Common Law]**

127. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

128. By virtue of the egregious and illegal acts of Defendants as described herein, Defendants have been unjustly enriched in an amount to be proven at trial.

129. Defendants' retention of monies gained through its deceptive business practices, infringement, acts of deceit and otherwise would serve to unjustly enrich Defendants and would be contrary to the interests of justice.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, inclusive, and each of them, as follows:

A. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a), enhanced discretionary damages under 15 U.S.C. § 1117(a)(3) and treble damages in the amount of a sum equal to three (3) times such profits or damages, whichever is greater, pursuant to 15 U.S.C. § 1117(b) for willfully and intentionally using a mark or designation, knowing such mark or designation is a counterfeit mark in violation of 15 U.S.C. § 1114(1)(a);

B. In the alternative to Defendants' profits and Plaintiff's actual damages, enhanced discretionary damages and treble damages for willful use of a counterfeit mark in

connection with the sale, offering for sale or distribution of goods or services, for statutory damages pursuant to 15 U.S.C. § 1117(c) in the amount of not more than \$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale or distributed, as the court considers just, which Plaintiff may elect prior to the rendering of final judgment;

C. For an award of Defendants' profits and Plaintiff's damages in an amount to be proven at trial for willful trademark infringement of its federally registered Spin Spa Mark, and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a);

D. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a) in an amount to be proven at trial and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) for false designation of origin and unfair competition under 15 U.S.C. § 1125(a);

E. For an award of Plaintiff's actual damages and Defendants' profits, pursuant to 17 U.S.C. § 504(b) in an amount to be proven at trial for willful copyright infringement of the Spin Spa Work under 17 U.S.C. § 501(a);

F. In the alternative to Plaintiff's actual damages and Defendants' profits for copyright infringement of the Spin Spa Work pursuant to 17 U.S.C. § 504(b), for statutory damages of up to \$150,000 per infringement pursuant to 17 USC § 504(c) for willful copyright infringement, which Plaintiff may elect prior to the rendering of final judgment;

G. For an award of damages in an amount to be proven at trial for deceptive acts and practices unlawful pursuant to N.Y. Gen. Bus. Law. § 349(h);

H. For an award of damages to be proven at trial for false advertising pursuant to N.Y. Gen. Bus. Law. § 350(e);

I. For an award of damages to be proven at trial for common law unfair competition;
J. For an award of damages in an amount to be proven at trial for unjust enrichment;
K. For a preliminary and permanent injunction by this Court enjoining and prohibiting Defendants, or their agents, and any employees, agents, servants, officers, representatives, directors, successors, affiliates, assigns and entities owned or controlled by Defendants, and all those in active concert or participation with Defendants, and each of them who receives notice directly or otherwise of such injunction from:

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing and/or Counterfeit Products;
- ii. directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Spin Spa Mark or Spin Spa Work;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Spin Spa Mark and Spin Spa Work to identify any goods or services not authorized by Plaintiff;
- iv. using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Spin Spa Mark and Spin Spa Work, or any other marks or artwork that are confusingly or substantially similar to the Spin Spa Mark and Spin Spa Work on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying,

- offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- v. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiff;
 - vi. engaging in the unlawful, unfair or fraudulent business acts or practices, including, without limitation, the actions described herein, including the of advertising and/or dealing in any Counterfeit Products;
 - vii. engaging in any other actions that constitute unfair competition with Plaintiff;
 - viii. engaging in any other act in derogation of Plaintiff's rights;
 - ix. secreting, destroying, altering, removing or otherwise dealing with the Counterfeit Products or any books or records that contain any information relating to manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
 - x. from secreting, concealing, destroying, altering, selling off, transferring or

otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to Defendants' User Accounts or Merchant Storefronts, any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) ("Defendants' Assets") from or to financial accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefronts (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

- xii. from secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or to Defendants' Financial Accounts until further ordered by this Court;
- xiii. effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purposes of circumventing or otherwise avoiding the prohibitions set forth in any Final Judgment or Order in this action;
- xiv. providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- xv. instructing, assisting, aiding or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs

(i) through (xiii) above;

L. For an order of the Court requiring that Defendants recall from any distributors and retailers and deliver up to Plaintiff for destruction any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of such distributors and retailers that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Spin Spa Mark or Spin Spa Work, or bear any marks that are confusingly or substantially similar to the Spin Spa Mark and Spin Spa Work;

M. For an order of the Court requiring that Defendants deliver up for destruction to Plaintiff any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation the Spin Spa Mark or Spin Spa Work, or bear any marks that are confusingly or substantially similar to the Spin Spa Mark and Spin Spa Work pursuant to 15 U.S.C. § 1118.

N. For an order from the Court requiring that Defendants provide complete accountings for any and all monies, profits, gains and advantages derived by Defendants from its manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, sale and/or otherwise dealing in the Infringing and/or Counterfeit Products as described herein, including prejudgment interest.

O. For an order from the Court that an asset freeze or constructive trust be imposed over any and all monies, profits, gains and advantages in Defendants' possession which rightfully belong to Plaintiff;

- P. For an award of exemplary or punitive damages in an amount to be determined by the Court;
- Q. For Plaintiff's reasonable attorneys' fees;
- R. For all costs of suit; and
- S. For such other and further relief as the Court may deem just and equitable.

DEMAND FOR JURY TRIAL

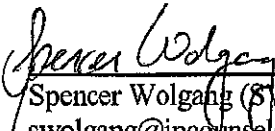
Plaintiff respectfully demands a trial by jury on all claims.

Dated: February 1, 2018

Respectfully submitted,

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18 CV 901

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IDEAVILLAGE PRODUCTS CORP.,
Plaintiff

v.

DONGGUAN SHIPAI LOOFAH SPONGE
COMMODITY FACTORY d/b/a BATHING SHOP
STORE, H&JOY AUTHORIZED STORE a/k/a
SHOP1976050 STORE, NINGBO FINE SOURCE
IMP & EXP CO. LTD., NINGBO GREENFOREST
IMPORT & EXPORT CO., LTD., NINGBO KIVEN
IMPORT AND EXPORT CO., LTD., PINGYANG
MEIXUAN PLASTIC CRAFT MANUFACTURER,
THE SONGEN INTERNATIONAL TRADE CO.,
LTD. a/k/a PINGYANG SONGEN CRAFTS
FACTORY, SHENZHEN ABOEL ELECTRONIC
TECHNOLOGY CO., LTD., SHENZHEN
AMERKE ELECTRONIC CO., LTD., SHENZHEN
BENWEI ELECTRONIC CO., LTD., SHENZHEN
C-MYWAY ELECTRONICS CO., LTD.,
SHENZHEN REEGIS TECHNOLOGY CO., LTD.,
SHENZHEN VAPEUR TECHNOLOGY CO., LTD.,
XIAMEN BEST FORTUNE IMPORT & EXPORT
CO., LTD., XIAMEN YUESHI TRADE CO., LTD.,
YIWU ANJIU IMPORT & EXPORT CO., LTD.,
YIWU JIMENG DAILY CONSUMABLES CO.,
LTD., YIWU NEWBIE HOUSEHOLD ARTICLES
CO., LTD., YIWU WINDEX TOOLS FACTORY,

CIVIL ACTION No.

**1) TEMPORARY
RESTRAINING ORDER; 2)
ORDER RESTRAINING
ASSETS AND MERCHANT
STOREFRONTS; 3) ORDER TO
SHOW CAUSE WHY A
PRELIMINARY INJUNCTION
SHOULD NOT ISSUE; 4)
ORDER AUTHORIZING
ALTERNATIVE SERVICE BY
ELECTRONIC MEANS; AND 5)
ORDER AUTHORIZING
EXPEDITED DISCOVERY**

FILED UNDER SEAL

YIWU YOUMAI GENERAL MERCHANDISE CO., LTD., YONGKANG EASY IMPORT & EXPORT CO., LTD., ZHEJIANG SOWELL COMMODITY CO., LTD., ZHENGZHOU GREE WELL IMPORT & EXPORT CO., LTD. and _GB HOUSEWEAR STORE, <i>Defendants</i>

On this day, the Court considered Plaintiff's *ex parte* application for the following: 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts (as defined *infra*); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing alternative service; and 5) an order authorizing expedited discovery against Defendants Dongguan Shipai Loofah Sponge Commodity Factory d/b/a Bathing shop Store, H&JOY Authorized Store a/k/a Shop1976050 Store, Ningbo Fine Source Imp & Exp Co. Ltd., Ningbo Greenforest Import & Export Co., Ltd., Ningbo Kiven Import And Export Co., Ltd., Pingyang Meixuan Plastic Craft Manufacturer, The Songen International Trade Co., Ltd. a/k/a Pingyang Songen Crafts Factory, Shenzhen Aboel Electronic Technology Co., Ltd., Shenzhen Amerke Electronic Co., Ltd., Shenzhen Benwei Electronic Co., Ltd., Shenzhen C-Myway Electronics Co., Ltd., Shenzhen Reegis Technology Co., Ltd., Shenzhen Vapeur Technology Co., Ltd., Xiamen Best Fortune Import & Export Co., Ltd., Xiamen Yueshi Trade Co., Ltd., Yiwu Anjiu Import & Export Co., Ltd., Yiwu Jimeng Daily Consumables Co., Ltd., Yiwu Newbie Household Articles Co., Ltd., Yiwu Windex Tools Factory, Yiwu Youmai General Merchandise Co., Ltd., Yongkang Easy Import & Export Co., Ltd., Zhejiang Sowell Commodity Co., Ltd., Zhengzhou Gree Well Import & Export Co., Ltd. and _GB Housewear Store (hereinafter collectively referred to as "Defendants" or individually as "Defendant"), Third Party Service Providers (as defined *infra*) and Financial Institutions (as defined *infra*), in light of Defendants' intentional and willful

offerings for sale and/or sales of Counterfeit Products (as defined *infra*) (“Application”).¹ A complete list of Defendants is attached hereto as **Schedule A**. Having reviewed the Application, the Declarations of Jessica Arnaiz, LoriAnn Lombardo and Spencer Wolfgang, along with the exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

FACTUAL FINDINGS & CONCLUSIONS OF LAW

1. Plaintiff is a leading developer, producer, marketer, and distributor of quality, innovative consumer products. Plaintiff promotes and sells its products through national direct response television advertising commonly called “As Seen On TV” (“ASOTV”). Plaintiff also promotes and sells its ASOTV products at the retail level at well-known mass retail outlets, including, without limitation: Wal-Mart, Target Stores, Bed Bath & Beyond, Toys R Us, Rite-Aid, CVS and Walgreens; through catalog companies; online, through its own website and its retail customers’ websites; as well as through a network of international distributors, among other channels of trade;

2. Plaintiff is among the most well-known, well-respected sources of many of the most popular and most successful ASOTV products sold in the United States;

3. One of Plaintiff’s most successful products is a line of exfoliating and cleaning brushes for both the body and face that bring the experience of a spa treatment directly to the user (collectively, “Spin Spa Product(s)”). The Spin Spa products cleanse, pamper and sooth tired and achy muscles, while simultaneously providing a clean and fresh experience for the user’s skin;

4. The Spin Spa Products have achieved tremendous success and notoriety since they were first introduced in 2006 and retail for \$14.99;

¹Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Complaint or Application.

5. Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling infringing and/or counterfeit products bearing and/or using the Spin Spa Mark (as defined *infra*) and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Spin Spa Mark and/or displaying and/or incorporating the Spin Spa Work (as defined *infra*) and/or works that are substantially similar to, identical to and constitute infringement of the Spin Spa Work (“Counterfeit Products” or “Infringing Products”) through accounts with online marketplace platforms such as Alibaba.com, AliExpress.com and DHgate.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“User Accounts”) (*see* **Schedule A** for links to Defendants’ Merchant Storefronts (as defined *infra*) and listings for Counterfeit Products);

6. Plaintiff is the owner of U.S. Trademark Registration No. 3,130,985 for “SPIN SPA” for a variety of goods in Class 21 (hereinafter, the “Spin Spa Mark”) and the Spin Spa Mark is valid, subsisting and incontestable.

7. Plaintiff is the owner of U.S. Copyright Registration No. PA 2-066-887, covering the Spin Spa Commercial, (hereinafter collectively referred to as the “Spin Spa Work”);

8. Defendants are not, nor have they ever been, authorized distributors or licensees of the Spin Spa Products. Neither Plaintiff, nor any of Plaintiff’s authorized agents, has consented to Defendants’ use of the Spin Spa Mark and/or Spin Spa Work, nor has Plaintiff consented to Defendants’ use of any identical or confusingly similar marks or artwork;

9. Plaintiff is likely to prevail on its Lanham Act claims, copyright infringement claims and related state law claims at trial;

10. As a result of Defendants' infringements, Plaintiff, as well as consumers, is likely to suffer an immediate and irreparable loss, damage and injury before Defendants can be heard in opposition, unless Plaintiff's Application for *ex parte* relief is granted:

- a. Defendants have offered for sale and sold substandard Counterfeit Products that infringe the Spin Spa Mark and/or Spin Spa Work;
- b. Plaintiff has well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in the consequent injury to Plaintiff's reputation and goodwill; and that Plaintiff may suffer loss of sales for its Spin Spa Products; and
- c. Plaintiff's well-founded fears that if they proceed on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe the Spin Spa Mark and/or Spin Spa Work, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Plaintiff's claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the Spin Spa Mark and/or Spin Spa Work, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of Counterfeit Products or other goods infringing the Spin Spa Mark and/or Spin Spa Work and records relating thereto that are in their possession

or under their control and/or (iv) open new User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them, operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefront(s)") under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence;

11. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, their business, the goodwill and reputation built up in and associated with the Spin Spa Mark and Spin Spa Work and to Plaintiff's reputation if a temporary restraining order is not issued;

12. Public interest favors issuance of the temporary restraining order in order to protect Plaintiff's interests in and to the Spin Spa Mark and Spin Spa Work, and to protect the public from being deceived and defrauded by Defendants' passing off of their substandard Counterfeit Products as Spin Spa Products;

13. Plaintiff has not publicized its request for a temporary restraining order in any way;

14. Service on Defendants via electronic means, including the delivery of copies of the Summons and Complaint, together with all documents filed in support of Plaintiff's Application by (i) e-mail, such as by using RMail.com and Outlook.com or (ii) messaging through Defendants'

User Accounts and publication of links to the same on a website accessible to Defendants, is reasonably calculated to result in proper notice to Defendants;

15. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the Spin Spa Mark and/or the Spin Spa Work. Therefore, good cause exists for granting Plaintiff's request for an asset restraining order. It typically takes noticed Financial Institutions and/or Third Party Service Providers a minimum of five (5) days to locate, attach and freeze Defendants' Assets (as defined *infra*) and/or Defendants' Financial Accounts (as defined *infra*). As such, in its order, the Court should allow enough time for the Financial Institutions and/or Third Party Service Providers to freeze Defendants' Assets and Financial Accounts before requiring service on Defendants.

16. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiff the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. Therefore, good cause exists for granting Plaintiff's request for expedited discovery.

ORDER

Based on the foregoing findings of fact and conclusions of law, Plaintiff's Application is hereby **GRANTED** as follows (the "Order"):

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them (regardless of whether located in the U.S. or abroad), who

receive actual notice of this Order, including, without limitation, any: (1) banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com and Aliexpress.com ("Alibaba") and Dunhuang Group d/b/a DHgate.com ("DHgate") payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group or DHpay.com), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants ("Financial Institutions") and (2) online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by Alibaba.com, AliExpress.com and DHgate.com, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise ("Third Party Service Providers") (Financial Institutions and Third Party Service Providers are hereinafter collectively referred to as the "Restrained Persons"), are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Plaintiff's Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Spin Spa Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Spin Spa

- Mark and/or incorporating the Spin Spa Work and/or artwork that is substantially similar to, identical to and constitute an infringement of the Spin Spa Work;
- 2) communicating, directly or indirectly, with any person or persons: (i) from whom Defendants purchased or obtained any Counterfeit Products; (ii) to whom Defendants sold or offered to sell such Counterfeit Products or (iii) of whom Restrained Persons know, or reasonably believe, to possess, control or have access to any such Counterfeit Products;
 - 3) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to the Defendants' User Accounts, Merchant Storefronts, Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
 - 4) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as "Defendants' Assets") from or to financial accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") until further ordered by this Court;
 - 5) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution,

display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order;

- 6) within five (5) days after receiving actual notice of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- 7) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(6) above.

**II. Order to Show Cause Why A Preliminary Injunction
Should Not Issue And Order Of Notice**

✓ A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 705 of the United States District Court for the Southern District of New York at ~~500 Pearl Street~~ 40 Foley Square, New York, New York on February 15, 2018 at 5:00 p.m. or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue restraining and enjoining the Restrained Persons from engaging in any of the following acts or omissions pending the final hearing and determination of this action:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Spin Spa Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Spin Spa Mark and/or incorporating the Spin Spa Work and/or artwork that is substantially similar to, identical to and constitute an infringement of the Spin Spa Work;

- 2) directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Spin Spa Mark or Spin Spa Work;
- 3) using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Spin Spa Mark and Spin Spa Work to identify any goods or services not authorized by Plaintiff;
- 4) using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Spin Spa Mark and Spin Spa Work, or any other marks or artwork that are confusingly or substantially similar to the Spin Spa Mark and Spin Spa Work, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- 5) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiff;

- 6) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and (ii) any computer files, data, business records, documents, or any other records or evidence relating to the Defendants' User Accounts, Defendants' Merchant Storefronts, Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- 7) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or Defendants' Financial Accounts until further ordered by this Court;
- 8) providing services to Defendants, Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts;
- 9) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in any preliminary injunction ordered by the Court in this Action;
- 10) knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs II(A)(1) through II(A)(9) above.

B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Plaintiff's counsel by delivering copies thereof to the office of Epstein

Drangel LLP at 60 East 42nd Street, Suite 2520, New York, NY 10165, Attn: Jason M. Drangel

✓ on or before February 13, 2018. Plaintiff shall file any Reply papers on or before
✓ February 14, 2018.

- C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to FRCP 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

- A. IT IS FURTHER ORDERED pursuant to FRCP 64 and 65 and CPLR 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order, all Financial Institutions and Third Party Service Providers, including, but not limited to, those identified in **Schedule A**, who receive actual notice of this Order, shall locate and attach Defendants Financial Accounts, and shall provide written confirmation of such attachment to Plaintiff's counsel; and
- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order all Financial Institutions and Third Party Service Providers, including but not limited to, those identified in **Schedule A**, who receive actual notice of this Order, shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff and/or Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for

Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts.

IV. Order Authorizing Alternative Service by Electronic Means

A. IT IS FURTHER ORDERED pursuant to FRCP 4(f)(3), as sufficient cause has been shown, that service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:

- 1) delivery of a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order to Defendants' e-mail addresses, as identified in **Schedule A** or may otherwise be determined; or
- 2) delivery of a message to Defendants through the same means that Plaintiff's agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, notifying Defendants that an action has been filed against them in this Court and providing a link to a secure website (such as Dropbox.com, NutStore.com or a large mail link created through RPost.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within two (2) days of the Financial

Institutions' and Third Party Service Providers' compliance with **Paragraph III(A)** of this Order, but in any event, shall be made no later than ten (10) days from the date of this Order.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons in the name of "Dongguan Shipai Loofah Sponge Commodity Factory d/b/a Bathing shop Store and all other Defendants identified in the Complaint" that will apply to all Defendants.

D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following Financial Institutions and Third Party Service Providers if it is completed by the following means:

- 1) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal will be able to download a PDF copy of this Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com and to PayPal's counsel, Christopher Celentino, at Christopher.Celentino@dinsmore.com;
- 2) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alipay will be able to download a PDF copy of this Order via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at benjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com;
- 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this Order via electronic mail to Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at jacqueline.ko@alibaba-inc.com;
- 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where DHgate (including DHPay.com) will be able to download a PDF copy of this Order via electronic

mail to the counsel for DHgate at slucks@fishkinlucks.com and zkupperman@fishkinlucks.com;

- 5) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this Order via electronic mail to Mr. Ari Kohn, Investigations Lead, Payoneer, at ariko@payoneer.com, to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com.

V. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days after receiving notice of this Order, each Defendant, or other person served, shall serve upon Plaintiff or Plaintiff's counsel a written report under oath providing:
 - a. their true name and physical address;
 - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - c. the complete sales records for any and all sales of Counterfeit Products, including number of units sold, price per unit, total gross revenues received (in U.S. dollars) and dates thereof;
 - d. the account details for any and all of Defendants' Financial Accounts, including the account numbers and current account balances; and
 - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.

- 2) Plaintiff may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.
- 3) Plaintiff may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who receive actual notice of this Order shall provide Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:
 - a. account numbers;
 - b. current account balances;
 - c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including names, addresses and contact information;

- d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
- e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Third Party Service Providers who receive actual notice of this Order shall provide to Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
 - a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that

Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;

- b. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them;
- c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Spin Spa Mark and/or marks that are confusingly similar to, identical to, and constitute an infringement of the Spin Spa Mark and/or incorporating the Spin Spa Work and/or artwork that is substantially similar to, identical to and constitutes infringement of the Spin Spa Work.

VI. Security Bond

✓ A. IT IS FURTHER ORDERED that Plaintiff shall place security in the amount of Five Thousand Dollars (\$5000) with the Court, which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

A. IT IS FURTHER ORDERED that Plaintiff's Complaint and exhibits attached thereto, and Plaintiff's *ex parte* Application and the Declarations of Jessica Arnaiz, LoriAnn Lombardo and Spencer Wolfgang in support thereof and the exhibits attached thereto and this Order shall remain sealed until further ordered by the Court.

SO ORDERED.

SIGNED this 2nd day of February, 2018, at 6:26 p.m. Paul L. Smith
UNITED STATES DISTRICT JUDGE



[illegible]

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IDEAVILLAGE PRODUCTS CORP.,

Plaintiff,

- against -

DONGGUAN SHIPAI LOOFAH SPONGE
COMMODITY FACTORY d/b/a BATHING
SHOP STORE, H&JOY AUTHORIZED
STORE a/k/a SHOP1976050 STORE,
NINGBO FINE SOURCE IMP & EXP CO.
LTD., NINGBO GREENFOREST IMPORT
& EXPORT CO., LTD., NINGBO KIVEN
IMPORT AND EXPORT CO., LTD.,
PINGYANG MEIXUAN PLASTIC CRAFT
MANUFACTURER, THE SONGEN
INTERNATIONAL TRADE CO., LTD.
a/k/a PINGYANG SONGEN CRAFTS
FACTORY, SHENZHEN ABOEL
ELECTRONIC TECHNOLOGY CO., LTD.,
SHENZHEN AMERKE ELECTRONIC
CO., LTD., SHENZHEN BENWEI
ELECTRONIC CO., LTD., SHENZHEN C-
MYWAY ELECTRONICS CO., LTD.,
SHENZHEN REEGIS TECHNOLOGY CO.,
LTD., SHENZHEN VAPEUR
TECHNOLOGY CO., LTD., XIAMEN
BEST FORTUNE IMPORT & EXPORT
CO., LTD., XIAMEN YUESHI TRADE
CO., LTD., YIWU ANJIU IMPORT &
EXPORT CO., LTD., YIWU JIMENG
DAILY CONSUMABLES CO., LTD.,
YIWU NEWBIE HOUSEHOLD ARTICLES
CO., LTD., YIWU WINDEX TOOLS
FACTORY, YIWU YOUMAI GENERAL
MERCHANDISE CO., LTD., YONGKANG
EASY IMPORT & EXPORT CO., LTD.,
ZHEJIANG SOWELL COMMODITY CO.,
LTD., ZHENGZHOU GREE WELL

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: February 15, 2018

**PRELIMINARY
INJUNCTION ORDER**

18 Civ. 901 (PGG)

IMPORT & EXPORT CO., LTD. and _GB
HOUSEWEAR STORE,

Defendants.

PAUL G. GARDEPHE, U.S.D.J.:

WHEREAS, Plaintiff Ideavillage Products Corp. (“Ideavillage” or “Plaintiff”), having moved ex parte on February 1, 2018 against Defendants Dongguan Shipai Loofah Sponge Commodity Factory d/b/a Bathing shop Store, H&JOY Authorized Store a/k/a Shop1976050 Store, Ningbo Fine Source Imp & Exp Co. Ltd., Ningbo Greenforest Import & Export Co., Ltd., Ningbo Kiven Import And Export Co., Ltd., Pingyang Meixuan Plastic Craft Manufacturer, The Songen International Trade Co., Ltd. a/k/a Pingyang Songen Crafts Factory, Shenzhen Aboel Electronic Technology Co., Ltd., Shenzhen Amerke Electronic Co., Ltd., Shenzhen Benwei Electronic Co., Ltd., Shenzhen C-Myway Electronics Co., Ltd., Shenzhen Reegis Technology Co., Ltd., Shenzhen Vapeur Technology Co., Ltd., Xiamen Best Fortune Import & Export Co., Ltd., Xiamen Yueshi Trade Co., Ltd., Yiwu Anjiu Import & Export Co., Ltd., Yiwu Jimeng Daily Consumables Co., Ltd., Yiwu Newbie Household Articles Co., Ltd., Yiwu Windex Tools Factory, Yiwu Youmai General Merchandise Co., Ltd., Yongkang Easy Import & Export Co., Ltd., Zhejiang Sowell Commodity Co., Ltd., Zhengzhou Gree Well Import & Export Co., Ltd. and _GB Housewear Store (hereinafter collectively referred to as “Defendants” or individually as “Defendant”), Third Party Service Providers (as defined infra) and Financial Institutions (as defined infra), in light of Defendants’ intentional and willful offering for sales and/or sales of Counterfeit Products, for an order to seal file, a temporary restraining order, an order restraining assets and Merchant Storefronts (as defined infra), an order to show cause why a preliminary

injunction should not issue, an order authorizing alternative service and an order authorizing expedited discovery (“Application”);

WHEREAS, the Court entered an Order on February 2, 2018 (the “February 2, 2018 Order”) granting Plaintiff’s Application; and

WHEREAS, on February 12, 2018, pursuant to the terms of the February 2, 2018, Defendants were served with copies of the February 2, 2018 Order together with the Summons and Complaint and all papers filed in support of Plaintiff’s Application seeking the February 2, 2018 Order.

ORDER

1. This Preliminary Injunction Order (hereinafter, “PI Order”) is warranted under Federal Rule of Civil Procedure 65 and Section 34 of the Lanham Act. Accordingly, Defendants, their respective officers, employees, agents and servants, and all persons in active concert or under direction of Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this PI Order, including, without limitation, (1) banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com and Aliexpress.com (“Alibaba”) and Dunhuang Group d/b/a DHgate.com (“DHgate”) payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group or DHpay.com), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants (“Financial Institutions”) and (2) online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by Alibaba.com, AliExpress.com and DHgate.com, as well as any and all as yet undiscovered online marketplace platforms

and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise (“Third Party Service Providers”) (Financial Institutions and Third Party Service Providers are hereinafter collectively referred to as the “Restrained Persons”), are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:

- a) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Spin Spa Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Spin Spa Mark;
- b) directly or indirectly infringing in any manner any of Plaintiff’s trademarks, including, without limitation, the Spin Spa Mark;
- c) using any reproduction, counterfeit, copy or colorable imitation of Plaintiff’s trademarks (whether now in existence or hereafter created) including, without limitation, the Spin Spa Mark, to identify any goods or services not authorized by Plaintiff;
- d) using any of Plaintiff’s trademarks (whether now in existence or hereafter created) including, without limitation, the Spin Spa Mark or any other marks or artwork that are confusingly or substantially similar to the Spin Spa Mark on or in connection with

Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products;

- e) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities and Plaintiff;
- f) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to the Defendants' User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefronts"), Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

- g) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as “Defendants’ Assets”) from or to accounts associated with or utilized by any Defendant or any Defendant’s User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) (“Defendants’ Financial Accounts”) until further ordered by this Court;
 - h) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this PI Order;
 - i) providing services to Defendants, Defendants’ User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defendants’ User Accounts and Merchant Storefronts; and
 - j) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs (a) through (i) above.
2. As sufficient cause has been shown, the asset restraint granted in the February 2, 2018 Order shall remain in place through the pendency of this litigation, including that:
- a) within seven (7) days of receipt of notice of this PI Order, all Restrained Persons, including but not limited to those identified in **Schedule A**, who receive actual notice of this PI Order, shall locate and attach Defendants’ Financial Accounts, and shall provide written confirmation of such attachment to Plaintiff’s counsel; and

- b) within seven (7) days of receipt of notice of this PI Order, all Restrained Persons, including but not limited to those identified in **Schedule A**, who receive actual notice of this PI Order, shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts.
3. As sufficient cause has been shown, the expedited discovery previously granted in the February 2, 2018 Order shall remain in place through the pendency of this litigation, including that:
- a) within fourteen (14) days after receiving notice of this PI Order, each Defendant shall serve upon Plaintiff or Plaintiff's counsel a written report under oath, providing:
- i. their true name and physical address;
 - ii. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - iii. the complete sales records for any and all sales of Counterfeit Products, including number of units sold, price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
 - iv. the account details for any and all of Defendants' Financial Accounts, including

the account numbers and current account balances; and

- v. the steps taken by each Defendant, or other person served to comply with the above.
- b) Plaintiff may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them who receive actual notice of this PI Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.
- c) Plaintiff may serve requests for the production of documents pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this PI Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.
- d) Within fourteen (14) days after receiving notice of this PI Order, all Financial Institutions who receive actual notice of this PI Order, shall provide Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad), relating to any and all of Defendants' Financial Accounts, including but not limited to documents and records relating to:
 - i. account numbers;
 - ii. current account balances;

- iii. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including names, addresses and contact information;
 - iv. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents, and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
 - v. any and all deposits and withdrawal during the previous year from each and every of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
 - vi. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.
- e) Within fourteen (14) days of receiving actual notice of this PI Order, all Third Party Service Providers who receive actual notice of this PI Order shall provide to Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any of Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
- i. any and all User Accounts and Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for

- any and all User Accounts and Merchant Storefronts that Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;
- ii. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them;
 - iii. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts, and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts; and
 - iv. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Spin Spa Mark and/or marks that are confusingly similar to, identical to and constitutes a counterfeiting and/or infringement of the Spin Spa Mark.
4. As sufficient cause has been shown, and Pursuant to FRCP 4(f)(3), service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:
- a) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download a

PDF copy of this PI Order to Defendants' e-mail addresses, as identified in Schedule A or may otherwise be determined; or

- b) delivery of a message to Defendants through the same means that Plaintiff's agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, and providing a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download a PDF copy of this PI Order.

5. As sufficient cause has been shown, service of this PI Order shall be made on and deemed effective as to the following Financial Institutions and Third Party Service Providers if it is completed by the following means:

- a) delivery of (i) a PDF copy of this PI Order, or (ii) a link to a secure website where PayPal will be able to download a PDF copy of this PI Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com;
- b) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website where Alipay will be able to download a PDF copy of this PI Order via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at benjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com;
- c) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this PI Order via electronic mail to

Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at jacqueline.ko@alibaba-inc.com;

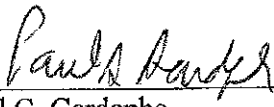
d) delivery of: of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website where DHgate (including DHPay.com) will be able to download a PDF copy of this PI Order via electronic mail to the counsel for DHgate at slucks@fishkinlucks.com and zkuperman@fishkinlucks.com;

e) delivery of: of: (1) a PDF copy of this PI Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this PI Order via electronic mail to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com.

6. Defendants are hereby given notice that they may be deemed to have actual notice of the terms of this PI Order and any act by them or anyone of them in violation of this PI Order may be considered and prosecuted as in contempt of this Court.
7. The \$5,000.00 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this PI Order is terminated.
8. This PI Order shall remain in effect during the pendency of this action, or until further order of the Court.
9. Any Defendants that are subject to this PI Order may appear and move to dissolve or modify the PI Order on two (2) days' notice to Plaintiff or on shorter notice as set by the Court.

Dated: New York, New York
February 15, 2018

SO ORDERED.



Paul G. Gardephe
United States District Judge

JUDGE GARDEPHE

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Attorneys for Plaintiffs

Spin Master Ltd. and Spin Master, Inc.

18 CV 543

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SPIN MASTER LTD. and SPIN MASTER, INC.,
Plaintiffs

v.

ALISY, BABYHOUSE STORE,
BLUEBABY12345, BUUS STORE, BYBY99,
CHINA YIWU LITTLE COMMODITIES
MARKET STORE, CHNBJ, CHUANG SI TE
STORE, CLUBE TOY STORE,
CROWNSELLER1, CYCLING_STORE,
DVKSTORE2017, ECAMELS,
FACTORY_ITEMS, FASHION TOY SHOP,
GUANGZHOU TONGFEI COMMUNICATION
ACCESSORIES CO., LTD., HAHERAI STORE,
HCF1314520, HEBEI YI MAI METAL
TRADING CO., LTD., HM BABY STORE,
HOMEDHGATE, HONGKONGVAPORSHOP,
HOT_ITEMS, INQUIZ STORE, JAMLIA8866,
JINHUA ZHENGBU ELECTRONIC
COMMERCE LIMITED, KISSBUYONLINE,
LECGOS STORE, LELETOY_STORE, LIU
IVY'S STORE, MAONIKA STORE,
MARTIN0001, MENGHA FAMILLY STORE,
MMCH 3C BRAND MALL,
MOUNTAINSTORE, NAKASH,
OUTDOORLIFE, OUTE TOY STORE,

CIVIL ACTION No.

COMPLAINT

Jury Trial Requested

FILED UNDER SEAL

OUTLETSHP, PEARO, PEPPA PIG OFFICIAL
 STORE, QIENECOMMERCE, QINGDAO
 AUTOS BALL BEARING CO., LTD.,
 QQ15625530050, SEN TOY STORE, SHANTOU
 CHENGHAI DONGXIANG TOYS FACTORY,
 SHANTOU CHENGHAI HUAYU TOYS FIRM,
 SHANTOU GQS TOYS BUSINESS, SHANTOU
 JIAYANG TRADING CO., LTD., SHANTOU
 LUCKY TOYS & GIFT FIRM, SHANTOU NAN
 HUANG TOYS CO., LTD., SHAOXING SUMU
 GIFTS CO., LTD., SHELL_CASE, SHENZHEN
 AOOTY TECHNOLOGY CO., LTD.,
 SHENZHEN CHEER BOX TOYS CO., LTD.,
 SHENZHEN INNOVATIVE R & D
 TECHNOLOGY CO., LTD., SHENZHEN
 OUHOE TECHNOLOGY CO., LTD.,
 SHENZHEN REGIS ELECTRONIC CO.,
 LIMITED, SHENZHEN ULIKTECH
 ELECTRONIC CO., LTD., SHOP3104101
 STORE, SLINKYDOG, SMART866,
 SMARTPRETTY, SMRC HOBBY STORE,
 STYLISHTOY, SUNNYGIRLEVERYDAY,
 SZYUNMENG, TAOLEDI STORE, TOP BEATY
 FASHION STORE, TOPMEED, TOY CLUB,
 TOYS_BABY_JSG, TRUMP TOY STORE,
 UMEDOLLY WORLD STORE, USEEK TOY
 STORE, VANMAJOR OFFICIAL STORE,
 VKING168, VNCDEALS, XDWIND,
 XIAOTIMOFUZHUANG, XIZHIYUE, YIWU
 B&T CRAFTS & ARTS CO., LTD., YIWU ECO-
 ARTIFACT CO., LTD., YIWU HIKARI
 TRADING CO., LTD., YIWU HUAGUDUO
 TOYS CO., LTD., YIWU SHODO CRAFTS
 FACTORY, YOGOHALO TOY STORE,
 YOUTEST BABY CLOTHES STORE,
 ZORNTOYS AND ZYHAPPY STORE,
Defendants

Plaintiff Spin Master Ltd., a limited liability company organized in Canada, and Plaintiff
 Spin Master, Inc., a Delaware corporation and Spin Master Ltd.'s wholly-owned subsidiary and
 exclusive U.S. licensee (hereinafter collectively referred to as "Spin Master" or "Plaintiffs"), by
 and through their undersigned counsel, allege as follows:

NATURE OF THE ACTION

1. This action involves claims for trademark infringement of Plaintiffs' federally registered trademarks in violation of § 32 of the Federal Trademark (Lanham) Act, 15 U.S.C. §§ 1051 *et seq.*; counterfeiting of Plaintiffs' federally registered trademarks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c); false designation of origin and unfair competition in violation of Section 43(a) of the Trademark Act of 1946, as amended (15 U.S.C. §1125(a)); copyright infringement of Plaintiffs' federally registered copyrights in violation of the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*; and related state and common law claims (the "Action"), arising from the infringement of the Hatchimals Marks (as defined *infra*) and/or Hatchimals Works (as defined *infra*) by Defendants alisy, Babyhouse Store, Bluebaby12345, BUUS Store, byby99, China Yiwu little Commodities Market Store, chnbj, Chuang Si Te Store, clube toy Store, crownseller1, Cycling_store, Dvkstore2017, ecamels, factory_items, Fashion toy shop, Guangzhou Tongfei Communication Accessories Co., Ltd., HAHERAI Store, hcf1314520, Hebei Yi Mai Metal Trading Co., Ltd., HM Baby Store, homedhgate, hongkongvaporshop, hot_items, Inquiz Store, jamlia8866, Jinhua Zhengbu Electronic Commerce Limited, kissbuyonline, Lecgos Store, Leletoy_store, liu ivy's store, Maonika Store, martin0001, mengha family Store, MMCH 3C Brand Mall, mountainstore, Nakash, Outdoorlife, OUTE TOY Store, outletshop, pear0, Peppa Pig Official Store, Qienecommerce, Qingdao Autos Ball Bearing Co., Ltd., Qq15625530050, Sen Toy Store, Shantou Chenghai Dongxiang Toys Factory, Shantou Chenghai Huayu Toys Firm, Shantou GQS Toys Business, Shantou Jiayang Trading Co., Ltd., Shantou Lucky Toys & Gift Firm, Shantou Nan Huang Toys Co., Ltd., Shaoxing Sumu Gifts Co., Ltd., shell_case, Shenzhen Aootoy Technology Co., Ltd., Shenzhen Cheer Box Toys Co., Ltd., Shenzhen Innovative R & D Technology Co., Ltd., Shenzhen Ouhoe Technology Co., Ltd., Shenzhen Regis Electronic Co., Limited, Shenzhen Uliktech Electronic Co., Ltd., Shop3104101 Store, slinkydog, smart866,

smartpretty, SMRC HOBBY Store, stylishtoy, sunnygirleveryday, szyunmeng, Taoledi Store, Top Beaty Fashion Store, topmeed, toy_club, toys_baby_jsg, Trump Toy Store, Umedolly World Store, Useek Toy Store, vanmajor Official Store, Vking168, vncdeals, xdwind, xiaotimofuzhuang, Xizhiyue, Yiwu B&T Crafts & Arts Co., Ltd., Yiwu Eco-Artifact Co., Ltd., Yiwu Hikari Trading Co., Ltd., Yiwu Huaguduo Toys Co., Ltd., Yiwu Shodo Crafts Factory, YOGOHALO Toy Store, YOUBEST Baby Clothes Store, zorntoys and zyhappy Store (hereinafter collectively referred to as "Defendants"), including, without limitation, by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying offering for sale and/or selling unlicensed, infringing and/or counterfeit versions of Plaintiffs' authentic Hatchimals Products (as defined *infra*).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as pursuant to 15 U.S.C. § 1121 as an action arising out of violations of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* and the Copyright Act, 17 U.S.C. §§ 101 *et seq.*; pursuant to 28 U.S.C. §1338(b) as an action arising out of claims for false designation of origin and unfair competition; and pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum of seventy-five thousand dollars. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a), as the claims asserted thereunder are so closely related to the federal claims brought in this Action as to form part of the same case or controversy.

3. Personal jurisdiction exists over Defendants in this judicial district pursuant to N.Y.C.P.L.R. § 302(a)(1), N.Y.C.P.L.R. § 302(a)(3) or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact

and/or solicit business in New York and in this judicial district, and/or derive substantial revenue from their business transactions in New York and in this judicial district, and/or otherwise avail themselves of the privileges and protections of the laws of the State of New York, such that this Court's assertion of jurisdiction over Defendants does not offend traditional notions of fair play and due process, for example:

- a. Upon information and belief, Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the U.S., including New York, through accounts with online marketplace platforms such as Alibaba.com, AliExpress.com and DHgate.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("User Accounts") through which consumers in the U.S., including New York, can view the one or more Defendants' Merchant Storefronts (as defined *infra*) that each Defendant operates, uses to communicate with Defendants regarding their listings for Counterfeit Products (as defined *infra*) and to place orders for, receive invoices for and purchase Counterfeit Products for delivery in the U.S., including New York, as a means for establishing regular business with the U.S., including New York.
- b. Upon information and belief, Defendants are sophisticated sellers operating commercial businesses through their respective User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in

products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefront(s)") in wholesale quantities at significantly below-market prices to consumers worldwide, including to consumers in the U.S., and specifically in New York.

- c. Upon information and belief, a majority of Defendants' Merchant Storefronts reflect multiple sales to consumers all over the world, including repeat sales to consumers in the U.S., which make up significant percentages of Defendants' total revenues (which are estimated, in several cases, to be in the millions of dollars).
- d. Upon information and belief, all Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to New York and specifically to the New York Address (as defined *infra*).
- e. Upon information and belief, Defendants have transacted business with consumers located in the U.S., including New York, for the sale and shipment of Infringing and/or Counterfeit Products.
- f. Upon information and belief, Defendants are aware of Plaintiffs, their Hatchimals Products, Hatchimals Marks and Hatchimals Works, and are aware that their infringing actions, as alleged herein, are likely to cause injury to Plaintiffs in the U.S.

4. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon information and belief, Defendants conduct, transact and/or solicit business in this judicial district.

THE PARTIES

5. Plaintiff Spin Master Ltd. is a Canadian corporation with a principal place of business at 121 Bloor St. East, Toronto, ON, M4W 1A9, Canada.

6. Plaintiff Spin Master, Inc. is a Delaware corporation with a registered office at 300 International Drive, Suite 100, Williamsville, New York 14421, and principal place of business at 5880 W. Jefferson Blvd., Suite A, Los Angeles, California 90016.

7. Upon information and belief, Defendant alisy is a merchant on DHgate.com, at <https://www.dhgate.com/store/14498732>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

8. Upon information and belief, Defendant Babyhouse Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/520070>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

9. Upon information and belief, Defendant Bluebaby12345 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20810773>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Hubei, China (Mainland).

10. Upon information and belief, Defendant BUUS Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/732723>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

11. Upon information and belief, Defendant byby99 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20746763>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

12. Upon information and belief, Defendant China Yiwu little Commodities Market Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2348175>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

13. Upon information and belief, Defendant chnbj is a merchant on DHgate.com, at <https://www.dhgate.com/store/20728378>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Zhejiang, China (Mainland).

14. Upon information and belief, Defendant Chuang Si Te Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2785244>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

15. Upon information and belief, Defendant clube toy Store is a merchant on AliExpress.com, at <https://clubetoy.aliexpress.com/store/3245007>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

16. Upon information and belief, Defendant crownseller1 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20445195>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

17. Upon information and belief, Defendant Cycling_store is a merchant on DHgate.com, at <https://www.dhgate.com/store/18912553>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Fujian, China (Mainland).

18. Upon information and belief, Defendant Dvkstore2017 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20825454>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

19. Upon information and belief, Defendant ecamels is a merchant on DHgate.com, at <https://www.dhgate.com/store/14416160>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Zhejiang, China (Mainland).

20. Upon information and belief, Defendant factory_items is a merchant on DHgate.com, at <https://www.dhgate.com/store/20666119>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

21. Upon information and belief, Defendant Fashion toy shop is a merchant on AliExpress.com, at <https://aliexpress.com/store/732521>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

22. Upon information and belief, Defendant Guangzhou Tongfei Communication Accessories Co., Ltd. is a merchant on Alibaba.com, at <https://gtf1688.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 31H, No. 203, Baogang Avenue, Haizhu District, Guangzhou, Guangdong, China (Mainland).

23. Upon information and belief, Defendant HAHERAI Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2880022>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

24. Upon information and belief, Defendant hcf1314520 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20501179>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

25. Upon information and belief, Defendant Hebei Yi Mai Metal Trading Co., Ltd. is a merchant on Alibaba.com, at <https://yimaimetal.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Hebei, Shijiazhuang, China (Mainland).

26. Upon information and belief, Defendant HM Baby Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/3190001>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

27. Upon information and belief, Defendant homedhgate is a merchant on DHgate.com, at <https://www.dhgate.com/store/20792205>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

28. Upon information and belief, Defendant hongkongvaporshop is a merchant on DHgate.com, at <https://www.dhgate.com/store/20133152>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

29. Upon information and belief, Defendant hot_items is a merchant on DHgate.com, at <https://www.dhgate.com/store/20687158>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

30. Upon information and belief, Defendant Inquiz Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/3224075>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

31. Upon information and belief, Defendant jamlia8866 is a merchant on DHgate.com, at <https://www.dhgate.com/store/14399307>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

32. Upon information and belief, Defendant Jinhua Zhengbu Electronic Commerce Limited is a merchant on Alibaba.com, at <https://jhzhengbu.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 4-103 – 4-107, 1 Floor, Building 4, Zhejiang Normal University Network Business Park, No. 3379 North Second Ring West Road, Xinshi St., Wucheng District, Jinhua, Zhejiang, China (Mainland).

33. Upon information and belief, Defendant kissbuyonline is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/335531>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

34. Upon information and belief, Defendant Lecgos Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1881097>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

35. Upon information and belief, Defendant Leletoy_store is a merchant on DHgate.com, at <https://www.dhgate.com/store/20895197>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

36. Upon information and belief, Defendant liu ivy's store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/429713>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

37. Upon information and belief, Defendant Maonika Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1937645>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Tibet, China.

38. Upon information and belief, Defendant martin0001 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20915728>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

39. Upon information and belief, Defendant mengha family Store is a merchant on AliExpress.com, at <https://mengha.aliexpress.com/store/3361001>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

40. Upon information and belief, Defendant MMCH 3C Brand Mall is a merchant on DHgate.com, at <https://www.dhgate.com/store/16264455>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

41. Upon information and belief, Defendant mountainstore is a merchant on DHgate.com, at <https://www.dhgate.com/store/20703995>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

42. Upon information and belief, Defendant Nakash is a merchant on DHgate.com, at <https://www.dhgate.com/store/20500290>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Fujian, China (Mainland).

43. Upon information and belief, Defendant Outdoorlife is a merchant on DHgate.com, at <https://www.dhgate.com/store/17672052>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Fujian, China (Mainland).

44. Upon information and belief, Defendant OUTE TOY Store is a merchant on AliExpress.com, at <https://oute.aliexpress.com/store/2825090>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

45. Upon information and belief, Defendant outletshop is a merchant on DHgate.com, at <https://www.dhgate.com/store/20834876>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Jiangxi, China (Mainland).

46. Upon information and belief, Defendant pear0 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20704982>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

47. Upon information and belief, Defendant Peppa Pig Official Store is a merchant on AliExpress.com, at <https://peppapig.aliexpress.com/store/2955019>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

48. Upon information and belief, Defendant Qienecommerce is a merchant on DHgate.com, at <https://www.dhgate.com/store/20419122>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Beijing, China (Mainland).

49. Upon information and belief, Defendant Qingdao Autos Ball Bearing Co., Ltd. is a merchant on Alibaba.com, at <https://autosballbearing.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 1-1802, Zhongnan Flat, No. 185, Shenzhen Road, Laoshan Dist., Qingdao, Shandong, China (Mainland).

50. Upon information and belief, Defendant Qq15625530050 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20795898>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

51. Upon information and belief, Defendant Sen Toy Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/3087114>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

52. Upon information and belief, Defendant Shantou Chenghai Dongxiang Toys Factory is a merchant on Alibaba.com, at <https://toptoy2000.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Waipu Industrial District, Fengxiang Street, Chenghai District, Shantou, Guangdong, China (Mainland).

53. Upon information and belief, Defendant Shantou Chenghai Huayu Toys Firm is a merchant on Alibaba.com, at <https://huayutoys.en.alibaba.com/>, where it offers for sale and/or sells

Counterfeit Products and with a principal place of business at No. 21, Lane 19, Pumeimeixin Zone, Chenghai Dist., Shantou, Guangdong, China (Mainland).

54. Upon information and belief, Defendant Shantou GQS Toys Business is a merchant on Alibaba.com, at <https://gqstoys.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 6/F, No. 1, Bldg. 1, South Zhongtai, Ximen, Changhua Street, Chenghai Dist., Shantou, Guangdong, China (Mainland).

55. Upon information and belief, Defendant Shantou Jiayang Trading Co., Ltd. is a merchant on Alibaba.com, at <https://goodsuntoys.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 4th Floor, South Stair, Xiehe Building, 324 Road, Chenghai, Shantou, Guangdong, China (Mainland).

56. Upon information and belief, Defendant Shantou Lucky Toys & Gift Firm is a merchant on Alibaba.com, at <https://luckytoys.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Chenghua Rd. Chenghai District, Shantou City, Guangdong, China (Mainland).

57. Upon information and belief, Defendant Shantou Nan Huang Toys Co., Ltd. is a merchant on Alibaba.com, at <https://nh toys.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Floor 3, No. 10, Lane 12, Guangyi Pumei Meihu Area, Chenghai Dist., Shantou, Guangdong, China (Mainland).

58. Upon information and belief, Defendant Shaoxing Sumu Gifts Co., Ltd. is a merchant on Alibaba.com, at <https://sumu.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Jishan Village, Daoxu Town, Shangyu City, Zhejiang, Shaoxing, China (Mainland).

59. Upon information and belief, Defendant shell_case is a merchant on DHgate.com, at <https://www.dhgate.com/store/16264460>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

60. Upon information and belief, Defendant Shenzhen Aootoy Technology Co., Ltd. is a merchant on Alibaba.com, at <https://aootoy.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 30H, Building B, Guangbo Xiandai Zhichuang, Huaqiang North, Futian District, Guangdong, Shenzhen, China (Mainland).

61. Upon information and belief, Defendant Shenzhen Cheer Box Toys Co., Ltd. is a merchant on Alibaba.com, at <https://cheerboxtoys.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Room 1705, East Building, Yihai Square, Chuangye Road, Nanshan District, Shenzhen, Guangdong, China (Mainland).

62. Upon information and belief, Defendant Shenzhen Innovative R & D Technology Co., Ltd. is a merchant on Alibaba.com, at <https://xinhuaqiang.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Floor 4, Bldg. 205, Shangbu Ind. Zone, Futian Dist., Shenzhen, Guangdong, China (Mainland).

63. Upon information and belief, Defendant Shenzhen Ouho Technology Co., Ltd. is a merchant on Alibaba.com, at <https://ouhoenew.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 11C, Unit 2, Bldg. 16, Chunhua Siji Park, Longhua Dist., Shenzhen, Guangdong, China (Mainland).

64. Upon information and belief, Defendant Shenzhen Regis Electronic Co., Limited is a merchant on Alibaba.com, at <https://szregis.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Longhua New City, Guangdong, Shenzhen, China (Mainland).

65. Upon information and belief, Defendant Shenzhen Uliktech Electronic Co., Ltd. is a merchant on Alibaba.com, at <https://uliktech.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at 706, Bldg. 2, Minle Tech Park, Longhua New Dist., Shenzhen, Guangdong, China (Mainland).

66. Upon information and belief, Defendant Shop3104101 Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/3104101>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

67. Upon information and belief, Defendant slinkydog is a merchant on DHgate.com, at <https://www.dhgate.com/store/20917510>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

68. Upon information and belief, Defendant smart866 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20904551>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

69. Upon information and belief, Defendant smartpretty is a merchant on DHgate.com, at <https://www.dhgate.com/store/15931759>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

70. Upon information and belief, Defendant SMRC HOBBY Store is a merchant on AliExpress.com, at <https://smrc.aliexpress.com/store/2808107>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China.

71. Upon information and belief, Defendant stylishtoy is a merchant on DHgate.com, at <https://www.dhgate.com/store/20683336>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

72. Upon information and belief, Defendant sunnygirleveryday is a merchant on DHgate.com, at <https://www.dhgate.com/store/20651571>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

73. Upon information and belief, Defendant szyunmeng is a merchant on DHgate.com, at <https://www.dhgate.com/store/20813702>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

74. Upon information and belief, Defendant Taoledi Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2928070>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Qinghai, China.

75. Upon information and belief, Defendant Top Beaty Fashion Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1188251>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

76. Upon information and belief, Defendant topmeed is a merchant on DHgate.com, at <https://www.dhgate.com/store/topmeed>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

77. Upon information and belief, Defendant toy_club is a merchant on DHgate.com, at <https://www.dhgate.com/store/20813731>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

78. Upon information and belief, Defendant toys_baby_jsg is a merchant on DHgate.com, <https://www.dhgate.com/store/20547543>, where it offers for sale and/or sells Counterfeit Products with a principal place of business in Guangdong, China (Mainland).

79. Upon information and belief, Defendant Trump Toy Store is a merchant on AliExpress.com, <https://www.aliexpress.com/store/3218070>, where it offers for sale and/or sells Counterfeit Products with a principal place of business in China.

80. Upon information and belief, Defendant Umedolly World Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/3416009>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

81. Upon information and belief, Defendant Useek Toy Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2678065>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

82. Upon information and belief, Defendant vanmajor Official Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/1525453>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Jiangsu, China.

83. Upon information and belief, Defendant Vking168 is a merchant on DHgate.com, at <https://www.dhgate.com/store/20142734>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

84. Upon information and belief, Defendant vnedeals is a merchant on DHgate.com, at <https://www.dhgate.com/store/20477953>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

85. Upon information and belief, Defendant xdwind is a merchant on DHgate.com, at <https://www.dhgate.com/store/20118107>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

86. Upon information and belief, Defendant xiaotimofuzhuang is a merchant on DHgate.com, at <https://www.dhgate.com/store/20687874>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

87. Upon information and belief, Defendant Xizhiyue is a merchant on DHgate.com, at <https://www.dhgate.com/store/20899110>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

88. Upon information and belief, Defendant Yiwu B&T Crafts & Arts Co., Ltd. is a merchant on Alibaba.com, at <https://chinacrafts.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at No. 1, Bldg. 12, No. 601, Chouzhou North Road, Yiwu, Jinhua, Zhejiang, China (Mainland).

89. Upon information and belief, Defendant Yiwu Eco-Artifact Co., Ltd. is a merchant on Alibaba.com, at <https://ecotoys.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in East Shantou Village, Jiangdong Street, Yiwu, Jinhua, Zhejiang, China (Mainland).

90. Upon information and belief, Defendant Yiwu Hikari Trading Co., Ltd. is a merchant on Alibaba.com, at <https://guangge.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in XIGU Apartment, Zhejiang, Yiwu, China (Mainland).

91. Upon information and belief, Defendant Yiwu Huaguduo Toys Co., Ltd. is a merchant on Alibaba.com, at <https://chinahuaguduo.en.alibaba.com>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Jiangdong Street, Zhejiang, Yiwu, China (Mainland).

92. Upon information and belief, Defendant Yiwu Shodo Crafts Factory is a merchant on Alibaba.com, at <https://shodo.en.alibaba.com/>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business at Unit 905, Building 133th, Chengbei Road, Houzhai District, Yiwu City, Zhejiang Province, China.

93. Upon information and belief, Defendant YOGOHALO Toy Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/3376041>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

94. Upon information and belief, Defendant YOUBEST Baby Clothes Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/3151031>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

95. Upon information and belief, Defendant zorntoys is a merchant on DHgate.com, at <https://www.dhgate.com/store/19746931>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in Guangdong, China (Mainland).

96. Upon information and belief, Defendant zyhappy Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/3217098>, where it offers for sale and/or sells Counterfeit Products and with a principal place of business in China.

GENERAL ALLEGATIONS

Plaintiffs and Their Hatchimals Products

97. Plaintiffs are part of a large, multinational toy and entertainment company started in 1994 that designs and sells innovative children's lifestyle products and toys ("Spin Master Product(s)") under their own well-known brands, including Flutterbye Fairy, Bunchems and Hatchimals, as well as under their licensed properties, such as Paw Patrol and Air Hogs.

98. Plaintiffs sell their Spin Master Products throughout the U.S. and the world through major retailers, quality toy stores, department stores and online marketplaces, including, but not limited to, Walmart, Toys R Us, Target, Kohl's and Amazon.com.

99. Additionally, Plaintiffs sell their Spin Masters Products directly through Plaintiffs' website, available at www.shop.spinmaster.com, as well as through their websites dedicated to the individual Spin Master Products.

100. One of Plaintiffs' most popular and successful Spin Master Products is its line of interactive, "hatching" toys housed inside of a plastic egg which are marketed and sold under the distinctive HATCHIMALS trademark and include the following non-exhaustive list of sub-brands: "Hatchimals Glittering Garden," "Hatchimals Surprise" and "Hatchimals COLLEGGtibles" (collectively, "Hatchimals Product(s)"). When a child handles one of the eggs in the Hatchimals, Hatchimals Glittering Garden and Hatchimals Surprise Hatchimals Products for the first time, after a sufficient amount of interaction, a controller inside of the egg activates an electronic mechanism, which causes the toy to break the egg and "hatch," and similarly when a child rubs the heart shape on the eggs on the Hatchimals COLLEGGtibles Hatchimals Products, after a sufficient amount of time, a child is able to manually crack and "hatch" the egg his or herself. Part of the fun of the Hatchimals Products is not knowing what color the Hatchimals Product will be until it hatches. Images of Spin Master's Hatchimals Products are attached hereto as **Exhibit A** and incorporated herein by reference.

101. The Hatchimals Products have achieved tremendous success and notoriety since they were first introduced in 2016.

102. The Hatchimals Products retail from \$2.99 to \$69.99.

103. While Plaintiffs have gained significant common law trademark and other rights in the Hatchimals Products through their extensive use, advertising and promotion, Plaintiffs also protected their valuable rights by filing for and obtaining federal trademark registrations.

104. Plaintiffs are the owners of the following U.S. Trademark Registration and Application Nos. related to the Hatchimals Products: U.S. Trademark Registration No. 5,189,321 for "HATCHIMALS" for a variety of goods in Class 28, U.S. Trademark Registration No. 5,294,099 for "HATCHIMALS COLLEGGTIBLES" for a variety of goods in Class 28, U.S. Trademark Registration No. 5,186,590 for  for a variety of goods in Class 28, U.S. Trademark Registration No. 5,223,358 for "WHO WILL YOU HATCH?" for a variety of goods in Class 28, U.S. Trademark Registration No. 5,186,525 for "DRAGGLES" for a variety of goods in Class 28, U.S. Trademark Registration No. 5,186,526 for "PENGUALAS" for a variety of goods in Class 28, U.S. Trademark Registration No. 5,186,524 for "BEARAKEETS" for a variety of goods in Class 28, U.S. Trademark Registration No. 5,338,121 for "BURTLES" for a variety of goods in Class 28, U.S. Trademark Registration No. 5,338,122 for "OWLICORNS" for a variety of goods in Class 28, U.S. Trademark Application Serial No. 87/321,120 for "HATCHIMALS" for a variety of goods in Classes 9, 16, 18 and 25, U.S. Trademark Application Serial No. 86/893,028 for "HATCHIMALS" for a variety of goods in Classes 9 and 41 and U.S. Trademark Application Serial No. 87/274,733 for "HATCHING EGG" for a variety of goods in Class 28 (hereinafter collectively referred to as the "Hatchimals Marks"). True and correct copies of the registration certificates and applications for the Hatchimals Marks are attached hereto as **Exhibit B** and incorporated herein by reference.

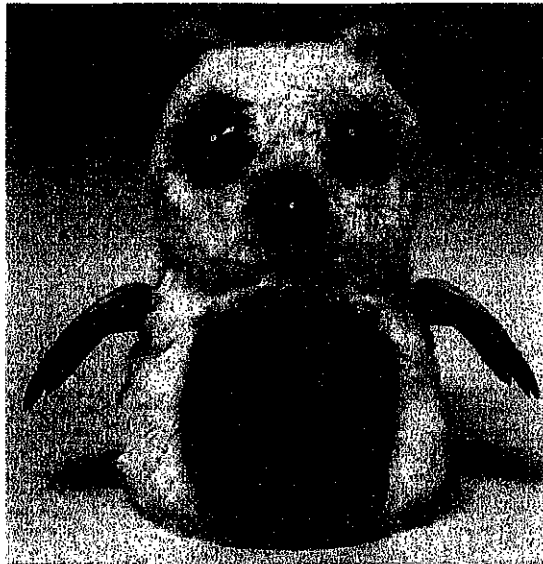
105. The Hatchimals Marks are currently in use in commerce in connection with the Hatchimals Products and have been in use in commerce in connection with the Hatchimals

Products continuously since the earlier of the constructive dates of first use or actual date of first use identified herein as reflected in Exhibit B. The constructive date of first use based on Plaintiffs' federal trademark registration for U.S. Trademark Registration No. 5,189,321 is at least as early as February 1, 2016, the constructive date of first use based on Plaintiffs' federal trademark registration for U.S. Trademark Registration No. 5,294,099 is at least as early as July 26, 2016, the date of first use based on Plaintiffs' federal trademark registration for U.S. Trademark Registration No. 5,186,590 is at least as early as August 3, 2016, the date of first use based on Plaintiffs' federal trademark registration for U.S. Trademark Registration No. 5,223,358 is at least as early as August 3, 2016, the date of first use based on Plaintiffs' federal trademark registration for U.S. Trademark Registration No. 5,186,525 is at least as early as August 3, 2016, the date of first use based on Plaintiffs' federal trademark registration for U.S. Trademark Registration No. 5,186,526 is at least as early as August 3, 2016, the date of first use based on Plaintiffs' federal trademark registration for U.S. Trademark Registration No. 5,186,524 is at least as early as August 3, 2016, the date of first use based on Plaintiffs' federal trademark registration for U.S. Trademark Registration No. 5,338,121 is at least as early as August 3, 2016, the date of first use based on Plaintiffs' federal trademark registration for U.S. Trademark Registration No. 5,338,122 is at least as early as August 3, 2016, the constructive date of first use based on Plaintiffs' federal trademark application for U.S. Trademark Application Serial No. 87/321,120 is at least as early as February 1 2017, the constructive date of first use based on Plaintiffs' federal trademark application for U.S. Trademark Application Serial No. 86/893,028 is at least as early as February 1, 2016 and the constructive date of first use based on Plaintiffs' federal trademark application for U.S. Trademark Application Serial No. 87/274,733 is at least as early as December 20, 2016.

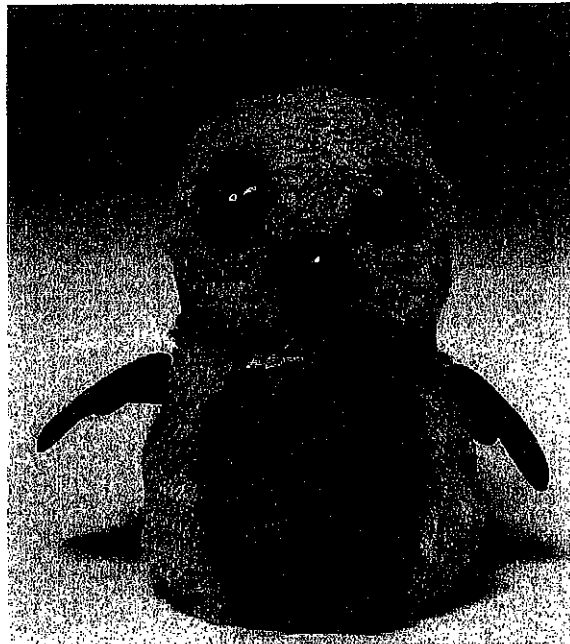
106. Plaintiffs also own both registered and unregistered copyrights in and related to the Hatchimals Products, and have protected their valuable rights by filing for and obtaining U.S. copyright registrations in and related to the Hatchimals Products.

107. Plaintiffs are the owners of the following U.S. Copyright Registrations:

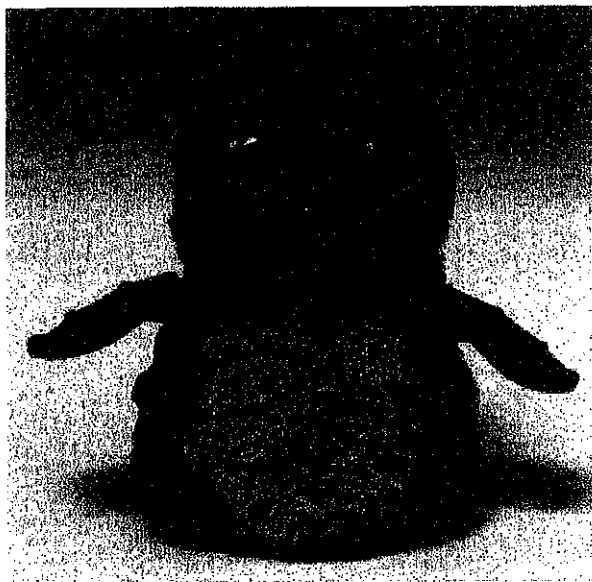
- a. U.S. Copyright Registration No. VA 2-059-561, covering the Hatchimals Bearakeet Toy 1.0, as depicted below:



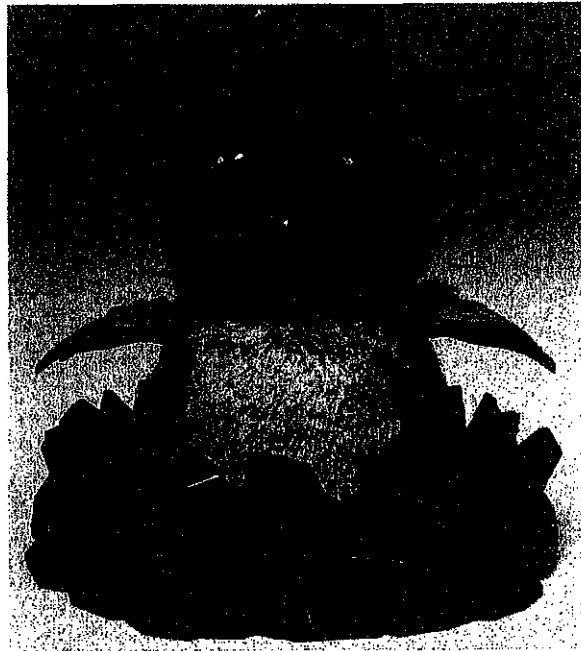
- b. U.S. Copyright Registration No. VA 2-059-567, covering the Hatchimals Burtle Toy 1.0, as depicted below:



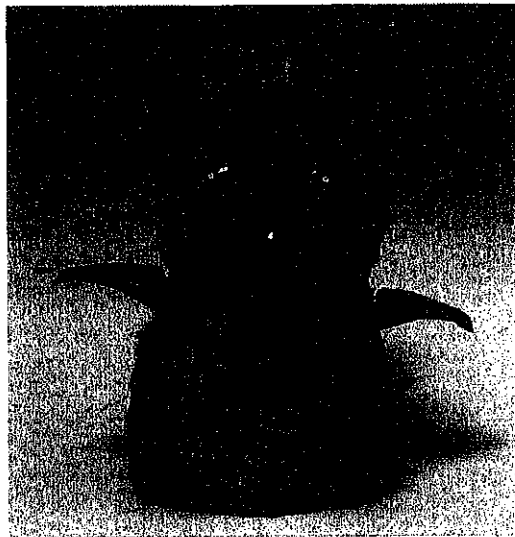
- c. U.S. Copyright Registration No. VA 2-023-490, covering the Hatchimals Draggles Toy 1.0, as depicted below:



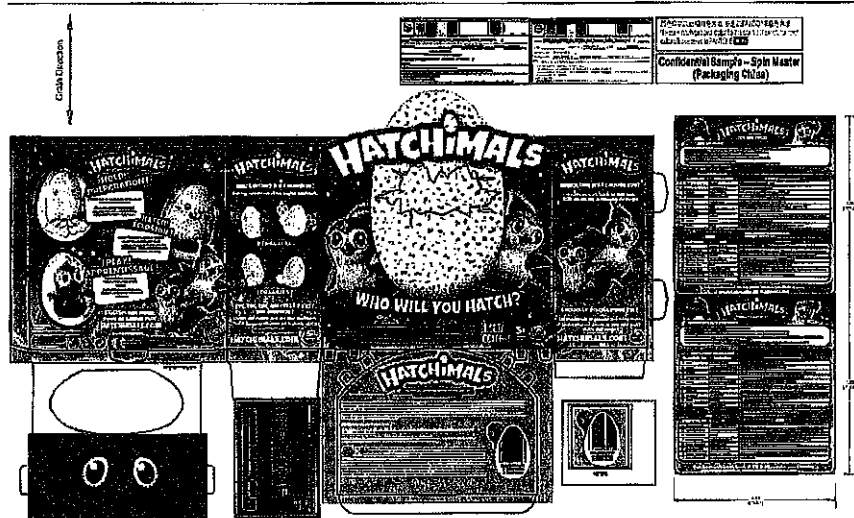
- d. U.S. Copyright Registration No. VA 2-059-550, covering the Hatchimals Owlicorn Toy 1.0, as depicted below:

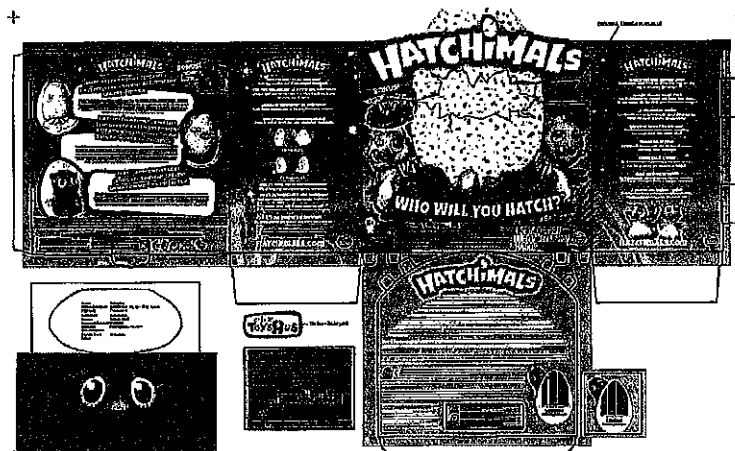
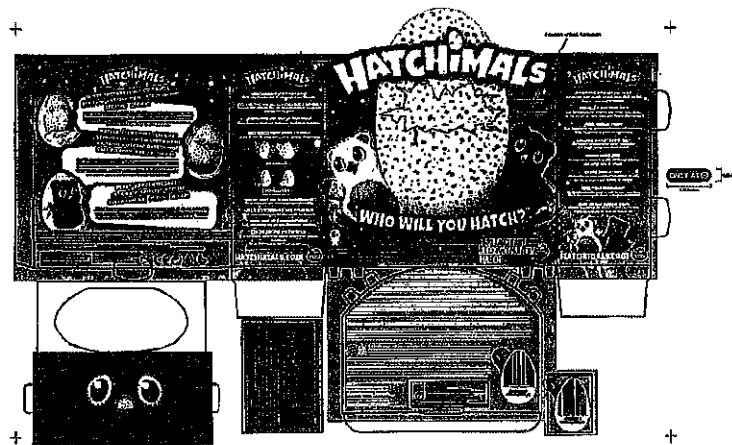


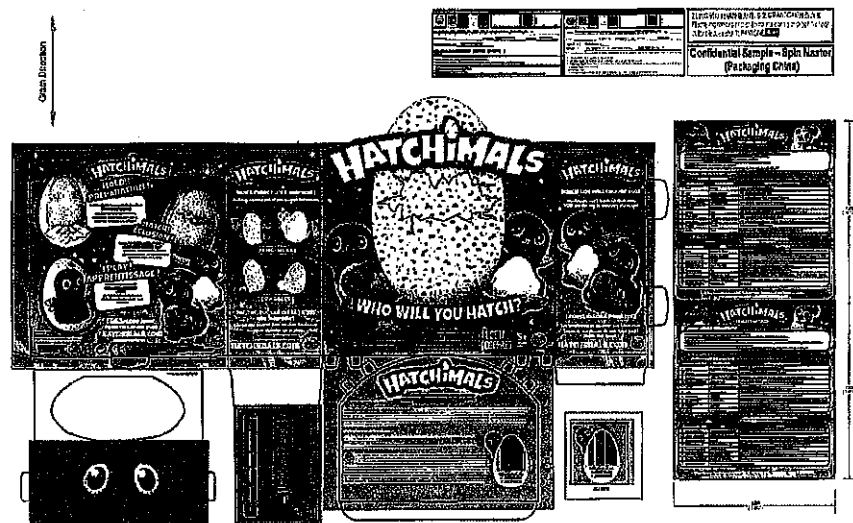
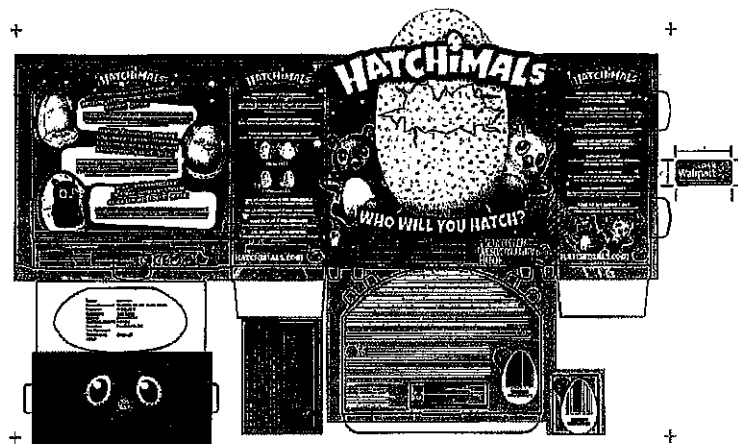
- e. U.S. Copyright Registration No. VA 2-023-488, covering the Hatchimals Penguala Toy 1.0, as depicted below:



- f. U.S. Copyright Registration No. VAu 1-255-010, covering the Hatchimals – Collection of Packaging Artwork 1.0, as depicted below:





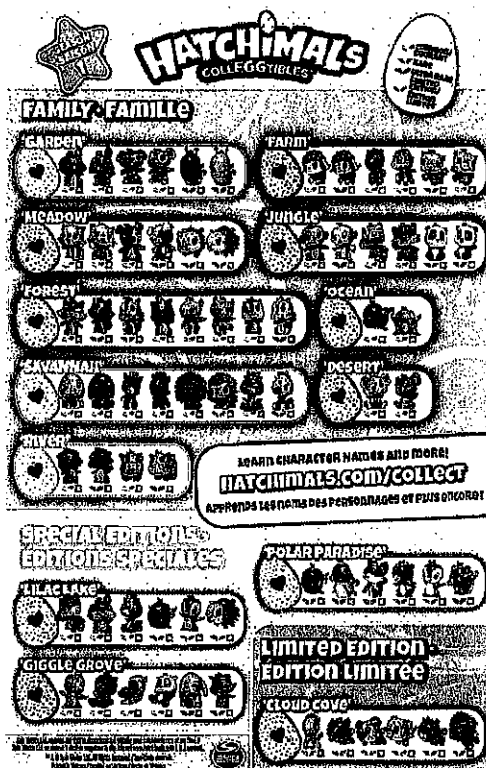


- g. U.S. Copyright Registration No. VAu 1-285-895, covering the Hatchimals Surprise Packaging, as depicted below:



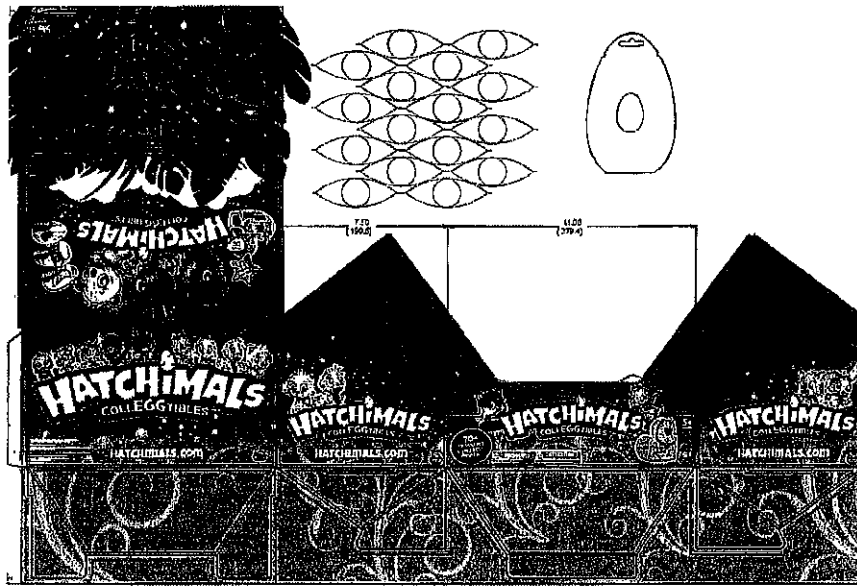
- h. U.S. Copyright Registration No. VA 2-034-781, covering Hatchimals ColLEGGtibles Season 1, as depicted below:





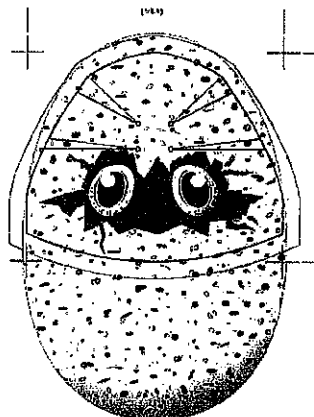
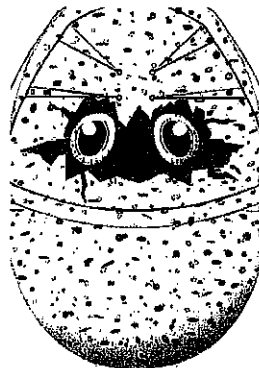
- i. U.S. Copyright Registration No. VA 2-064-698, covering the Hatchimals Colleggtibles (Season 1) Pack Packaging Artwork, as depicted below:



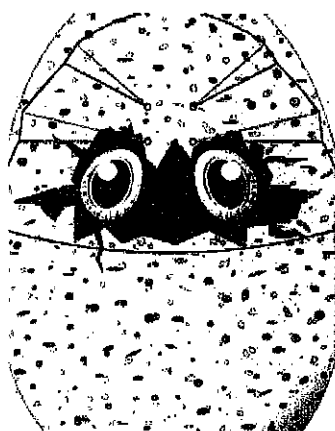
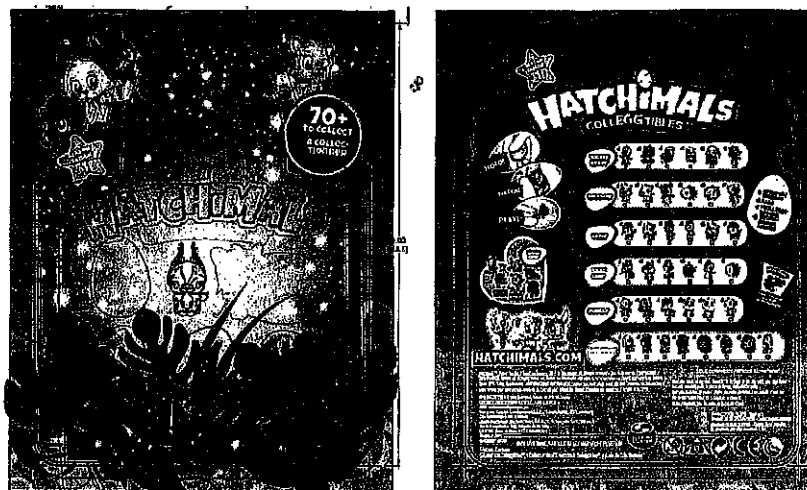


- j. U.S. Copyright Registration No. VA 2-064-256, covering the Hatchimals ColLEGGtibles (Season 1) 2 Pack Packaging Artwork, as depicted below:



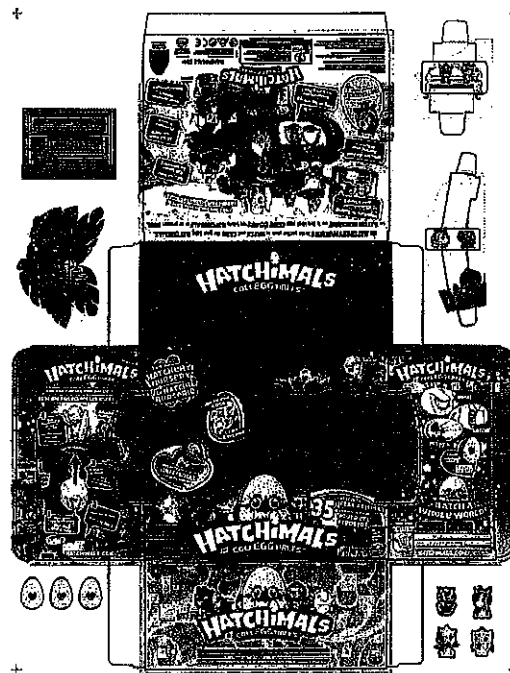


- k. U.S. Copyright Registration No. VA 2-064-700, covering the Hatchimals
ColIEGGtibles (Season 1) 4 Pack Packaging Artwork, as depicted below:





1. U.S. Copyright Registration No. VAu 1-286-586, covering the Hatchimals Colleggtibles (Season 2) Packaging and Poster Artwork, as depicted below:





- m. U.S. Copyright Registration No. VAu 1-286-398, covering the Hatchimals Colleggtibles (Season 3) Packaging, as depicted below:





- n. U.S. Copyright Registration No. VA 2-059-561, U.S. Copyright Registration No. VA 2-059-567, U.S. Copyright Registration No. VA 2-023-490, U.S. Copyright Registration No. VA 2-059-550, U.S. Copyright Registration No. VA 2-023-488, U.S. Copyright Registration No. VAu 1-255-010, U.S. Copyright Registration No. VAu 1-285-895, U.S. Copyright Registration No. VA 2-034-781, U.S. Copyright Registration No. VA 2-064-698, U.S. Copyright Registration No. VA 2-064-256, U.S. Copyright Registration No. VA 2-064-700, U.S. Copyright Registration No. VAu 1-286-586 and U.S. Copyright Registration No. VAu 1-286-398 are hereinafter collectively referred to as the "Hatchimals Works." True and correct copies of the registration certificates for the Hatchimals Works are attached hereto as **Exhibit C** and incorporated herein by reference.

108. Plaintiffs have spent substantial time, money and effort in building up and developing consumer recognition, awareness and goodwill in the Hatchimals Products, Hatchimals Marks and Hatchimals Works.

109. The success of the Hatchimals Products is due in part to Plaintiffs' marketing and promotional efforts, as described above.

110. Plaintiffs' success is also due to its use of the highest quality materials and processes in making the Hatchimals Products.

111. In addition, Plaintiffs owe a substantial amount of the success of the Hatchimals Products to their consumers, and word of mouth buzz that their consumers have generated.

112. As a result of Plaintiffs' efforts, the quality of Plaintiffs' products and the word-of-mouth buzz generated by their consumers, the Hatchimals Marks, Hatchimals Works and Hatchimals Products have become prominently placed in the minds of the public. Members of the public have become familiar with the Hatchimals Marks, Hatchimals Works and Hatchimals Products, and have come to associate them exclusively with Plaintiffs. Plaintiffs have acquired a valuable reputation and goodwill among the public as a result of such association.

113. Plaintiffs have gone through great lengths to protect their interests to the Hatchimals Products, Hatchimals Marks and Hatchimals Works. No one other than Plaintiffs is authorized to manufacture, import, export, advertise, offer for sale or sell any goods utilizing the Hatchimals Marks or Hatchimals Works without the express permission of Plaintiffs.

The Online Marketplace Platforms and Defendants' User Accounts

114. Alibaba.com, AliExpress.com and DHgate.com are online marketplace platforms which allow manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their wholesale and retail products originating

from China directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

115. As some of the leaders of China's e-commerce and digital retail market, Alibaba.com, AliExpress.com and DHgate.com have generated hundreds of billions in sales worldwide.¹ International markets, including the U.S., make up a significant percentage of sales made on Alibaba.com, AliExpress.com and DHgate.com. For example, in 2016, revenue from international retail sales grew by 25% on AliExpress.com to \$342 million and 15% on Alibaba.com to \$841 million.² The press reported that the growth in sales on AliExpress.com resulted from an increase in the number of buyers, particularly from the U.S., as well as other large countries like Russia and Brazil.³ Additionally, according to *Business Insider*, excluding China, the U.S. was among the top five countries with packages coming from Alibaba's marketplaces on the company's "Singles' Day" (often compared to the U.S.'s Cyber Monday) in 2015, which resulted in over \$14 billion in sales in one day.⁴ Further, DHgate.com offers 25 million consumer products from 1.2 million suppliers for sale on their platform and attributes over half of their sales to U.S. buyers alone.⁵

¹ See Kenneth Rapoza, *Jack Ma's Alibaba Promises Huge Sales Boom, \$910 Billion In Merchandise Volume By 2020*, FORBES (Jun. 15, 2016), <http://www.forbes.com/sites/kenrapoza/2016/06/15/jack-ma-foretells-huge-sales-boom-for-chinese-e-commerce-giant-alibaba/#78d364486b52>.

² See Frank Tong, *Alibaba's annual web sales easily surpass U.S. e-retail sales*, DIGITALCOMMERCE360.COM (May 5, 2016), <https://www.internetretailer.com/2016/05/05/alibabas-annual-web-sales-easily-surpass-us-e-retail-sales>.

³ See Frank Tong, *An Alibaba site sells \$4.5 billion in one year to consumers outside of China*, DIGITALCOMMERCE360.COM (Sept. 11, 2014), <https://www.internetretailer.com/2014/09/11/alibaba-site-sells-45-billion-one-year-consumers-outs>.

⁴ See Bob Bryan, *Alibaba just proved it's more than just some Chinese company*, BUSINESS INSIDER (Nov. 15, 2015), <http://www.businessinsider.com/alibaba-international-expansion-2015-11>.

⁵ See Nona Tepper, *U.S. buyers account for half the sales on Hong Kong-based wholesale site DHgate.com*, DIGITALCOMMERCE360, (Jun. 22, 2015), <https://www.internetretailer.com/2015/06/22/us-buyers-account-half-sales-dhgatecom>.

116. As recently addressed in the *Wall Street Journal*, *Fortune* and the *New York Times*,⁶ and as reflected in the federal lawsuits filed against sellers offering for sale and selling infringing and/or counterfeit products on Alibaba.com, AliExpress.com and DHgate.com,⁷ an astronomical number of counterfeit and infringing products are offered for sale and sold on Alibaba.com, AliExpress.com and DHgate.com, as well as other online marketplace platforms, at a rampant rate.

117. Defendants are individuals and/or businesses, who, upon information and belief, are located in China but conduct business in the U.S. and other countries by means of their User Accounts and Merchant Storefronts on Alibaba.com, AliExpress.com and DHgate.com, as well as potentially yet undiscovered online marketplace platforms.

118. Through their Merchant Storefronts, Defendants offer for sale and/or sell consumer products, including Counterfeit Products, and target and ship such products to customers located in the U.S., including New York, and throughout the world.

Defendants' Wrongful and Infringing Conduct

119. Particularly in light of Plaintiffs' success with their popular Hatchimals Products, as well as the reputation they have gained, Plaintiffs and their Hatchimals Products have become targets for unscrupulous individuals and entities who wish to take capitalize on the goodwill,

⁶ See Kathy Chu, *Alibaba Vows Crackdown on Fakes Amid Trade Group Controversy*, WALL STREET JOURNAL (May 13, 2016), <http://www.wsj.com/articles/alibaba-vows-crackdown-on-fakes-amid-trade-group-controversy-14631276052>; Scott Cendrowski, *Chinese Regulator Again Calls Out Alibaba for Counterfeit Goods*, FORTUNE (Aug. 10, 2016), <http://fortune.com/2016/08/11/alibaba-counterfeit-goods-regulator/>; see also Kathy Chu, *Alibaba Suspends From Anticounterfeiting Group*, WALL STREET JOURNAL (May 13, 2016), <http://www.wsj.com/articles/alibaba-suspended-from-anticounterfeiting-group-1463170527?tesla=y>; Michael Schuman, *A Small Table Maker Takes On Alibaba's Flood of Fakes*, N.Y. TIMES (Mar. 18, 2017), <https://www.nytimes.com/2017/03/18/business/alibaba-fake-merchandise-e-commerce.html>.

⁷ See Kathy Chu, *Luxury brands get tougher with counterfeiters – and Alibaba*, MARKETWATCH (Aug. 16, 2016), <http://www.marketwatch.com/story/luxury-brands-get-tough-with-counterfeiters-2016-08-16-91031611>; Gilian Wong, *Alibaba Sued Over Alleged Counterfeits*, WALL STREET JOURNAL (May 17, 2015), <http://www.wsj.com/articles/alibaba-sued-over-alleged-counterfeits-1431877734>; Scott Cendrowski, *There's no end in sight for Alibaba's counterfeit problem*, FORTUNE (May 18, 2015), <http://fortune.com/2015/05/18/theres-no-end-in-sight-for-alibabas-counterfeit-problem/>.

reputation and fame Plaintiffs have amassed in their Hatchimals Products, Hatchimals Marks and the works embodied in the Hatchimals Works, and Plaintiffs investigate and enforce against such activities.

120. As part of these efforts, Plaintiffs retained New Alchemy Limited ("NAL"), a company that provides trademark infringement research services, to investigate and research manufacturers, wholesalers, retailers and/or third-party merchants offering for sale and/or selling Counterfeit Products on online marketplace platforms such as Alibaba.com, Aliexpress.com and DHgate.com.

121. Through NAL's investigative and enforcement efforts, Plaintiffs learned of Defendants' actions which vary and include, but are not limited to: manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling products bearing or used in connection with the Hatchimals Marks and/or Hatchimals Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Hatchimals Marks and/or Hatchimals Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Hatchimals Marks and/or Hatchimals Works, and/or products that are identical or confusingly or substantially similar to Hatchimals Products (collectively referred to as, "Infringing Product(s)" or "Counterfeit Product(s)") to U.S. consumers, including those located in the state of New York, through Defendants' User Accounts and Merchant Storefronts. Printouts of listings for Counterfeit Products from Defendants' User Accounts and Merchant Storefronts are included in **Exhibit D** attached hereto and incorporated herein by reference.

122. Defendants are not and have never been authorized by Plaintiffs or any of their authorized agents to copy, manufacture, import, export, advertise, distribute, offer for sale, or sell

any Hatchimals Products or to use the Hatchimals Marks and/or Hatchimals Works, or any marks or artwork that are confusingly or substantially similar to the Hatchimals Marks or Hatchimals Works.

123. Defendants' Counterfeit Products are nearly indistinguishable from Plaintiffs' Hatchimals Products with only minor variations that no ordinary consumer would recognize.

124. During its investigation, NAL identified Defendants as offering for sale and/or selling Counterfeit Products and contacted Defendants through their respective User Accounts expressing interest in placing a bulk order for Counterfeit Products and inquiring about methods of payment. NAL also often requested the respective Defendant's e-mail addresses. Printouts of NAL's conversations with each of the Defendants are included in **Exhibit D** attached hereto and incorporated herein by reference.

125. During its communications with Defendants, NAL specified a shipping address located in New York (the "New York Address") and verified that each Defendant provides shipping to the New York Address. Printouts of the checkout pages, order forms and/or pro forma invoices for the Counterfeit Products reflecting that Defendants agreed to ship Counterfeit Products to the New York Address are included in **Exhibit D** attached hereto and incorporated herein by reference.

126. NAL confirmed that each Defendant was and/or is still currently offering for sale and/or selling Counterfeit Products through their respective User Accounts and/or Merchant Storefronts, accepting payment for such Counterfeit Products in U.S. Dollars through various payment processing services and that each Defendant provides shipping and/or has actually shipped Counterfeit Products to the U.S., including to customers located in New York. NAL's findings are supported by Defendants' listings for Counterfeit Products, their communications with

NAL and/or the checkout pages, order forms and/or pro forma invoices for the Counterfeit Products which are included in **Exhibit D** attached hereto and incorporated herein by reference.

127. For example, below on the left is an image of one of Plaintiffs' Hatchimals Products. Depicted below on the right is a listing for Defendant Hongkongvaporshop's Counterfeit Product ("Hongkongvaporshop Infringing Listing" and "Hongkongvaporshop Counterfeit Product," respectively). The Hongkongvaporshop Infringing Listing appears on Defendant Hongkongvaporshop's Merchant Storefront, <https://www.dhgate.com/store/20133152>, and offers the Hongkongvaporshop Counterfeit Product for \$8.65 - \$15.09 per set, using, featuring and/or incorporating one or more of the Hatchimals Marks, Hatchimals Works and/or confusingly or substantially similar marks or artwork in the listing title "**Hatchimals Collegitbles** Season 1 Nest 4-Pack + Bonus Bundle Baby Mini Egg Carton Collection Toys for Kids Novelty Toy" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the Hongkongvaporshop Counterfeit Product is virtually identical to one of Plaintiffs' Hatchimals Products and features and/or incorporates one or more of the Hatchimals Works and Hatchimals Marks. There is no question that the Hongkongvaporshop Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs' Hatchimals Products or that the Hongkongvaporshop Counterfeit Product is otherwise approved by or sourced from Plaintiffs, thereby trading off of the goodwill and reputation of Plaintiffs by engaging in the unauthorized use of the Hatchimals Works and Hatchimals Marks:

AUTHENTIC



COUNTERFEIT



128. NAL has confirmed that Defendant Hongkongvaporshop offers shipping to New York, and a screenshot from the Hongkongvaporshop Infringing Listing, depicted below, confirms that Defendant Hongkongvaporshop has sold products to the U.S.:

Transaction History

Transactions: 2

Buyer

AliExpress

AliExpress

Product Info

Hatchimals Collectibles Season 1 Nest 4-Pack + Bonus Bundle Baby Mini Egg Carton
Collection Toys for Kids Novelty Toy

Hatchimals Collectibles Season 1 Nest 4-Pack + Bonus Bundle Baby Mini Egg Carton
Collection Toys for Kids Novelty Toy

Quantity

1 Set

1 Set

Order Date

2017-11-28

2017-11-12

129. By way of an additional example, below on the left is an image of one of Plaintiffs' Hatchimals Products. Depicted below on the right is a listing for Defendant Babyhouse Store's Counterfeit Product ("Babyhouse Store Infringing Listing" and "Babyhouse Store Counterfeit Product," respectively). The Babyhouse Store Infringing Listing appears on Defendant Babyhouse Store's Merchant Storefront, <https://www.aliexpress.com/store/520070>, and offers the Babyhouse Store Counterfeit Product for \$2.80 per piece, using, featuring and/or incorporating one or more of the Hatchimals Marks, Hatchimals Works and/or confusingly or substantially similar marks or

artwork in the listing title, “2 Pcs Children Toy Bird Egg Crack Growing Eggs **Hatching Eggs** Toy Kids Funny Toys Easter Party Favors Birthday Gifts for Children” (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the Babyhouse Store Counterfeit Product is virtually identical to one of Plaintiffs’ Hatchimals Products and features and/or incorporates one or more of the Hatchimals Works and Hatchimals Marks. There is no question that the Babyhouse Store Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs’ Hatchimals Product or that the Babyhouse Store Counterfeit Product is otherwise approved by or sourced from Plaintiffs, thereby trading off of the goodwill and reputation of Plaintiffs by engaging in the unauthorized use of the Hatchimals Works and Hatchimals Marks:

AUTHENTIC



COUNTERFEIT



130. NAL has confirmed that Babyhouse Store offers shipping to New York, and a screenshot from the Babyhouse Store Infringing Listing, depicted below, confirms that Defendant Babyhouse Store has sold products to the U.S.:

Transaction History

58 transactions in last 6 months. Sort by latest

Buyer	Transaction information
	2 pieces 30 Dec 2017 20:25
	1 piece 30 Dec 2017 12:46
	7 pieces 29 Dec 2017 13:11
	3 pieces 29 Dec 2017 04:10
	1 piece 29 Dec 2017 02:27
	1 piece 26 Dec 2017 23:20
	1 piece 26 Dec 2017 22:11
	1 piece 26 Dec 2017 05:25

131. As another example, below on the left is an image of one of Plaintiffs' Hatchimals Products. Depicted below on the right is a listing for Defendant Maonika Store's Counterfeit Product ("Maonika Store Infringing Listing" and "Maonika Store Counterfeit Product," respectively). The Maonika Store Infringing Listing appears on Defendant Maonika Store's Merchant Storefront, <https://www.aliexpress.com/store/1937645>, and offers the Maonika Store Counterfeit Product for \$52.94 per piece, using, featuring and/or incorporating one or more of the Hatchimals Marks, Hatchimals Works and/or confusingly or substantially similar marks or artwork in the listing title, "One Piece Creative **Hatching Egg** Toy Children Dinosaur Egg Kids Interactive Fantastic Hatching Egg Decompression Toys" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the Maonika Store Counterfeit Product is virtually identical to one of Plaintiffs' Hatchimals Products and features and/or incorporates one or more of the Hatchimals Works and Hatchimals Marks. There is no question that the Maonika

Store Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs' Hatchimals Product or that the Maonika Store Counterfeit Product is otherwise approved by or sourced from Plaintiffs, thereby trading off of the goodwill and reputation of Plaintiffs by engaging in the unauthorized use of the Hatchimals Works and Hatchimals Marks:

AUTHENTIC



COUNTERFEIT



132. NAL has confirmed that Maonika Store offers shipping to New York, and a screenshot from the Maonika Store Infringing Listing, depicted below, confirms that Defendant Maonika Store offers free shipping to customers in the U.S. via ePacket:

Shipping: **Free Shipping to United States via ePacket** 
 Estimated Delivery Time: 12-20 days 
 Quantity:   piece (2492 pieces available)
 Total Price:           

designs that are confusingly and/or substantially similar to, identical to and/or constitute counterfeiting and/or infringement of the Hatchimals Marks and Hatchimals Works in order to confuse consumers into believing that such Counterfeit Products are Hatchimals Products and aid in the promotion and sales of their Counterfeit Products. Defendants' conduct began long after Plaintiffs' adoption and use of the Hatchimals Marks and Hatchimals Works, after the U.S. registrations for the same were obtained, as alleged above, and after Plaintiffs' Hatchimals Products, Hatchimals Marks and Hatchimals Works became well-known to the purchasing public.

134. Prior to and contemporaneous with their actions alleged herein, Defendants had knowledge of Plaintiffs' ownership of the Hatchimals Marks and Hatchimals Works, and of the fame and incalculable goodwill associated therewith, and of the popularity and success of the Hatchimals Products, and in bad faith adopted the Hatchimals Marks and Hatchimals Works.

135. Defendants have been engaging in the illegal counterfeiting and infringing actions, as alleged herein, knowingly and intentionally, or with reckless disregard or willful blindness to Plaintiffs' rights, or in bad faith, for the purpose of trading on the goodwill and reputation of Plaintiffs, the Hatchimals Marks, the Hatchimals Works and Hatchimals Products.

136. Defendants' dealings in Counterfeit Products, as alleged herein, has caused, and will continue to cause, confusion, mistake, economic loss and has, and will continue to deceive consumers, the public and the trade with respect to the source or origin of Defendants' Counterfeit Products, thereby causing consumers to erroneously believe that such Counterfeit Products are licensed by or otherwise associated with Plaintiffs, thereby damaging Plaintiffs.

137. In committing these acts, Defendants have, among other things, willfully and in bad faith committed the following, all of which have and will continue to cause irreparable harm to Plaintiffs: infringed and counterfeited the Hatchimals Marks; infringed the Hatchimals Works;

committed unfair competition and unfairly and unjustly profited from such activities at Plaintiffs' expense.

138. Unless enjoined, Defendants will continue to cause irreparable harm to Plaintiffs.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**(Trademark Counterfeiting Under Sections 32, 34 and 35 of the Lanham Act,
15 U.S.C. §§ 1114(1)(b), 1116(d) and 1117(b)-(c))**

139. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

140. Plaintiffs are the owners of all right and title to the Hatchimals Marks.

141. Plaintiffs have continuously used the Hatchimals Marks in interstate commerce since at least as early as the dates of first use as set forth in the registration certificates and applications attached hereto as **Exhibit B**.

142. Without Plaintiffs' authorization or consent, with knowledge of Plaintiffs' well-known and prior rights in the Hatchimals Marks and with knowledge that Defendants' Counterfeit Products bear counterfeit marks, Defendants intentionally reproduced, copied and/or colorably imitated the Hatchimals Marks and/or used spurious designations that are identical with, or substantially indistinguishable, from the Hatchimals Marks on or in connection with the manufacturing, import, export, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products.

143. Defendants have manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold their Counterfeit Products to the purchasing public in direct competition with Plaintiffs, in or affecting interstate commerce, and/or

have acted with reckless disregard of Plaintiffs' rights in and to the Hatchimals Marks, through their participation in such activities

144. Defendants have applied their reproductions, counterfeits, copies and colorable imitations of the Hatchimals Marks to packaging, point-of-purchase materials, promotions and/or advertisements intended to be used in commerce upon, or in connection with, the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Defendants' Counterfeit Products, which is likely to cause confusion, mistake and deception among the general purchasing public as to the origin of the Counterfeit Products, and is likely to deceive consumers, the public and the trade into believing that the Counterfeit Products sold by Defendants originate from, are associated with or are otherwise authorized by Plaintiffs, thereby making substantial profits and gains to which they are not entitled in law or equity.

145. Defendants' unauthorized use of the Hatchimals Marks on or in connection with the Counterfeit Products was done with notice and full knowledge that such use was not authorized or licensed by Plaintiffs or their authorized agents and with deliberate intent to unfairly benefit from the incalculable goodwill inherent in the Hatchimals Marks.

146. Defendants' actions constitute willful counterfeiting of the Hatchimals Marks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c).

147. As a direct and proximate result of Defendants' illegal actions alleged herein, Defendants have caused substantial monetary loss and irreparable injury and damage to Plaintiffs, their business, their reputation and their valuable rights in and to the Hatchimals Marks and the goodwill associated therewith, in an amount as yet unknown, but to be determined at trial, for which Plaintiffs have no adequate remedy at law, and unless immediately enjoined, Defendants

will continue to cause such substantial and irreparable injury, loss and damage to Plaintiffs and their valuable Hatchimals Marks.

148. Based on Defendants' actions as alleged herein, Plaintiffs are entitled to injunctive relief, damages for the irreparable harm that Plaintiffs have sustained, and will sustain, as a result of Defendants' unlawful and infringing actions, as alleged herein and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, treble damages and/or statutory damages of up to \$2,000,000 per counterfeit mark per type of goods sold, offered for sale or distributed and reasonable attorneys' fees and costs.

**SECOND CAUSE OF ACTION
(Infringement of Registered Trademark)
[115 U.S.C. § 1114/Lanham Act § 32(a)]**

149. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

150. Plaintiffs have continuously used the Hatchimals Marks in interstate commerce since at least as early as the dates of first use identified in the certificates of registration and applications attached hereto as **Exhibit B**.

151. Plaintiffs, as the owners of all right, title and interest in and to the Hatchimals Marks, have standing to maintain an action for trademark infringement under 15 U.S.C. § 1114.

152. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiffs are the owners of the federal trademark registrations for the Hatchimals Marks.

153. Defendants did not seek, and therefore necessarily failed, to obtain consent or authorization from Plaintiffs, as the registered trademark owners of the Hatchimals Marks, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display,

retail, offer for sale and/or sell Hatchimals Products and/or related products bearing the Hatchimals Marks into the stream of commerce.

154. Defendants knowingly and intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold Counterfeit Products, bearing and/or utilizing marks that are reproductions, counterfeits, copies and/or colorable imitations of the Hatchimals Marks and/or which are identical or confusingly similar to the Hatchimals Marks.

155. Defendants knowingly and intentionally reproduced, copied and colorably imitated the Hatchimals Marks and applied such reproductions, copies, or colorable imitations to packaging, wrappers, receptacles, online listings and/or advertisements used in commerce upon, or in connection with, the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Defendants' Counterfeit Products.

156. Defendants were, at the time they engaged in their illegal and infringing actions as alleged herein, actually aware that Plaintiffs are the owners of all rights in and to the Hatchimals Marks.

157. Defendants' egregious and intentional use of the Hatchimals Marks in commerce on or in connection with Defendants' Counterfeit Products has caused, and is likely to continue to cause, actual confusion and mistake, and has deceived, and is likely to continue to deceive, the general purchasing public as to the source or origin of the Counterfeit Products, and is likely to deceive the public into believing that Defendants' Counterfeit Products are Plaintiffs' Hatchimals Products or are otherwise associated with, or authorized by Plaintiffs.

158. Defendants' actions have been deliberate and committed with knowledge of Plaintiffs' rights and goodwill in the Hatchimals Marks, as well as with bad faith and the intent to cause confusion, mistake and deception.

159. Defendants' continued, knowing and intentional use of the Hatchimals Marks without Plaintiffs' consent or authorization constitutes intentional infringement of the federally registered Hatchimals Marks in violation of §32 of the Lanham Act, 15 U.S.C. § 1114.

160. As a direct and proximate result of Defendants' illegal and infringing actions as alleged herein, Plaintiffs have suffered substantial monetary loss and irreparable injury, loss and damage to their business and their valuable rights in and to the Hatchimals Marks and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which they have no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiffs and their valuable Hatchimals Marks.

161. Based on Defendants' actions as alleged herein, Plaintiffs are entitled to injunctive relief, damages for the irreparable harm that Plaintiffs have sustained, and will sustain, as a result of Defendants' unlawful and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, as well as other remedies provided by 15 U.S.C. §§ 1116, 1117 and 1118 and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
(False Designation of Origin, Passing Off & Unfair Competition)
[15 U.S.C. § 1125(a)/Lanham Act § 43(a)]

162. Plaintiffs plead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

163. Plaintiffs, as the owners of all right, title and interest in and to the Hatchimals Marks, have standing to maintain an action for false designation of origin and unfair competition under the Federal Trademark Statute, Lanham Act § 43(a) (15 U.S.C. § 1125).

164. The Hatchimals Marks are inherently distinctive and/or have acquired distinctiveness.

165. Defendants knowingly and willfully used in commerce products and/or packaging designs that are identical or confusingly or substantially similar to, and constitute reproductions of the Hatchimals Marks and the Hatchimals Works, and affixed, applied and used false designations of origin and false and misleading descriptions and representations on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products, with the intent to cause confusion, cause mistake and deceive the purchasing public into believing, in error, that Defendants' substandard Counterfeit Products are Hatchimals Products or related products, and/or that Defendants' Counterfeit Products are authorized, sponsored, approved, endorsed or licensed by Plaintiffs and/or that Defendants are affiliated, connected or associated with Plaintiffs, thereby creating a likelihood of confusion by consumers as to the source of such Counterfeit Products, and allowing Defendants to capitalize on the goodwill associated with, and the consumer recognition of, the Hatchimals Marks and the Hatchimals Works, to Defendants' substantial profit in blatant disregard of Plaintiffs' rights.

166. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products that are identical to, confusingly similar to or which constitute colorable imitations of Plaintiffs' Hatchimals Products using marks and/or artwork that is identical and/or confusingly or

substantially similar to, or which constitute colorable imitations of the Hatchimals Marks and the Hatchimals Works, Defendants have traded off the extensive goodwill of Plaintiffs and their Hatchimals Products and did in fact induce, and intends to, and will continue to induce customers into purchasing Defendants' Counterfeit Products, thereby directly and unfairly competing with Plaintiffs. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiffs and the Hatchimals Marks, which Plaintiffs have amassed through their nationwide marketing, advertising, sales and consumer recognition.

167. Defendants knew, or by the exercise of reasonable care, should have known, that their adoption and commencement of, and continuing use in commerce of marks and artwork that are identical or confusingly or substantially similar to and constitute reproductions of the Hatchimals Marks and the Hatchimals Works would cause confusion, mistake or deception among purchasers, users and the public.

168. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive the purchasing public and with the intent to trade on the goodwill and reputation of Plaintiffs, their Hatchimals Products, the Hatchimals Marks and Hatchimals Works.

169. As a direct and proximate result of Defendants' aforementioned actions, Defendants have caused irreparable injury to Plaintiffs by depriving Plaintiffs of sales of their Hatchimals Products and by depriving Plaintiffs of the value of the Hatchimals Marks and Hatchimals Works as commercial assets in an amount as yet unknown, but to be determined at trial, for which they have no adequate remedy at law, and unless immediately restrained,

Defendants will continue to cause substantial and irreparable injury to Plaintiffs and the goodwill and reputation associated with the value of the Hatchimals Marks and the Hatchimals Works.

170. Based on Defendants' wrongful conduct, Plaintiffs are entitled to injunctive relief as well as monetary damages and other remedies as provided by the Lanham Act, including damages that Plaintiffs have sustained and will sustain as a result of Defendants' illegal and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages and reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
(Federal Copyright Infringement)
[17 U.S.C. § 501(a)]

171. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

172. Plaintiffs are the exclusive owners of the Hatchimals Works.

173. Defendants had actual notice of Plaintiffs' exclusive rights in and to the Hatchimals Works.

174. Defendants did not attempt and failed to obtain Plaintiffs' consent or authorization to use, manufacture, reproduce, copy, display, prepare derivative works of, distribute, sell, transfer, rent, perform and/or market Plaintiffs' Hatchimals Products and/or the Hatchimals Works.

175. Without permission, Defendants knowingly and intentionally reproduced, copied and displayed the Hatchimals Works by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Infringing Products which bear such Hatchimals Works, or artwork that is, at a minimum, substantially similar to the Hatchimals Works.

176. Defendants' unlawful and willful actions as alleged herein, constitute infringement of the Hatchimals Works, including Plaintiffs' exclusive rights to reproduce, distribute and/or sell such Hatchimals Works in violation of 17 U.S.C. § 501(a).

177. Defendants' knowing and intentional copyright infringement, as alleged herein, has caused substantial and irreparable harm to Plaintiffs in an amount as yet unknown but to be proven at trial, for which Plaintiffs have no adequate remedy at law, and unless enjoined, Defendants will continue to cause, substantial and irreparable harm to Plaintiffs.

178. Based on Defendants' wrongful conduct, Plaintiffs are entitled to injunctive relief, Plaintiffs' actual damages and Defendants' profits in an amount to be proven at trial and enhanced discretionary damages for willful copyright infringement and reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION
(Violation of Deceptive Acts and Practices Unlawful)
[N.Y. Gen. Bus. Law § 349]

179. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

180. Through Defendants' unlawful, unauthorized and unlicensed use of the Hatchimals Marks and/or Hatchimals Works on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products which are identical and/or confusingly or substantially similar to Plaintiffs' Hatchimals Products, Defendants have engaged in consumer-oriented conduct that has adversely affected the public interest and has resulted in injury to consumers in New York.

181. Defendants' aforementioned conduct was and is a willful and deliberate attempt to mislead consumers and constitutes the use of deceptive acts or practices in the conduct of business, trade or commerce. Such conduct has deceived and materially misleads, or has a tendency to

deceive and materially mislead, the consuming public and has injured, and will continue to injure Plaintiffs' business, reputation and goodwill in violation of N.Y. Gen. Bus. Law §§ 349.

182. As a result of Defendants' actions alleged herein, Plaintiffs have suffered and will continue to suffer irreparable harm for which they have no adequate remedy at law.

183. Pursuant to N.Y. Gen. Bus. Law. § 349(h), Plaintiffs are entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SIXTH CAUSE OF ACTION
(False Advertising Unlawful)
[N.Y. Gen. Bus. Law § 350]**

184. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

185. Without the authorization of Plaintiffs, Defendants have used the Hatchimals Marks and/or Hatchimals Works and/or marks and/or artwork and/or packaging designs that are identical and/or confusingly or substantially similar to the Hatchimals Marks and/or Hatchimals Works in connection with the advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, which are identical and/or confusingly or substantially similar to Plaintiffs' Hatchimals Products, causing confusion, mistake and deceiving consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

186. Defendants' aforementioned willful and intentional conduct constitutes false advertising in the conduct of any business, trade or commerce and has injured, and will continue to injure Plaintiffs' business, reputation and goodwill in violation of N.Y. Gen. Bus. Law § 350.

187. As a result of Defendants' actions alleged herein, Plaintiffs have suffered and will continue to suffer irreparable harm for which they have no adequate remedy at law.

188. Pursuant to N.Y. Gen. Bus. Law. § 350(e), Plaintiffs are entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SEVENTH CAUSE OF ACTION
(Unfair Competition)
[New York Common Law]**

189. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

190. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, Defendants have traded off the extensive goodwill of Plaintiffs and their Hatchimals Products to induce and did induce, and intend and will continue to induce customers to purchase their Counterfeit Products, thereby directly competing with Plaintiffs. Such conduct has permitted, and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiffs which they have amassed through their nationwide marketing, advertising, sales and consumer recognition.

191. Defendants' advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products was and is in violation and derogation of Plaintiffs' rights and is likely to cause confusion, cause mistake and to deceive consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

192. Defendants knew, or by the exercise of reasonable care should have known, that their advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products and their continuing advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products would cause confusion, cause mistake or deceive purchasers, users and the public.

193. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive, in blatant disregard of Plaintiffs' rights, and for the wrongful purpose of injuring Plaintiffs and their competitive position while benefiting Defendants.

194. As a direct and proximate result of Defendants' aforementioned wrongful actions, Plaintiffs have been, and will continue to be, deprived of substantial sales of their Hatchimals Products in an amount as yet unknown but to be determined at trial, for which Plaintiffs have no adequate remedy at law, and Plaintiffs have been, and will continue to be, deprived of the value of the Hatchimals Marks and Hatchimals Works as commercial assets, in an amount as yet unknown but to be determined at trial, for which Plaintiffs have no adequate remedy at law.

195. As a result of Defendants' actions alleged herein, Plaintiffs are entitled to injunctive relief, an order granting Plaintiffs' damages and Defendants' profits stemming from their infringing activities and exemplary or punitive damages for Defendants' intentional misconduct.

EIGHTH CAUSE OF ACTION
(Unjust Enrichment)
[New York Common Law]

196. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

197. By virtue of the egregious and illegal acts of Defendants as described herein, Defendants have been unjustly enriched in an amount to be proven at trial.

198. Defendants' retention of monies gained through its deceptive business practices, infringement, acts of deceit and otherwise would serve to unjustly enrich Defendants and would be contrary to the interests of justice.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, inclusive, and each of them, as follows:

A. For an award of Defendants' profits and Plaintiffs' damages pursuant to 15 U.S.C. § 1117(a), enhanced discretionary damages under 15 U.S.C. § 1117(a)(3) and treble damages in the amount of a sum equal to three (3) times such profits or damages, whichever is greater, pursuant to 15 U.S.C. § 1117(b) for willfully and intentionally using a mark or designation, knowing such mark or designation is a counterfeit mark in violation of 15 U.S.C. § 1114(1)(a);

B. In the alternative to Defendants' profits and Plaintiffs' actual damages, enhanced discretionary damages and treble damages for willful use of a counterfeit mark in connection with the sale, offering for sale or distribution of goods or services, for statutory damages pursuant to 15 U.S.C. § 1117(c) in the amount of not more than \$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale or distributed, as the court considers just, which Plaintiffs may elect prior to the rendering of final judgment;

C. For an award of Defendants' profits and Plaintiffs' damages in an amount to be proven at trial for willful trademark infringement of their federally registered Hatchimals Marks, and such other compensatory damages as the Court determines to be fair and

appropriate pursuant to 15 U.S.C. § 1117(a);

D. For an award of Defendants' profits and Plaintiffs' damages pursuant to 15 U.S.C. § 1117(a) in an amount to be proven at trial and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) for false designation of origin and unfair competition under 15 U.S.C. § 1125(a);

E. For an award of Plaintiffs' actual damages and Defendants' profits, pursuant to 17 U.S.C. § 504(b) in an amount to be proven at trial for willful copyright infringement of the Hatchimals Works under 17 U.S.C. § 501(a);

F. In the alternative to Plaintiffs' actual damages and Defendants' profits for copyright infringement of the Hatchimals Works pursuant to 17 U.S.C. § 504(b), for statutory damages of up to \$150,000 per infringement pursuant to 17 USC § 504(c) for willful copyright infringement, which Plaintiffs may elect prior to the rendering of final judgment;

G. For an award of damages in an amount to be proven at trial for deceptive acts and practices unlawful pursuant to N.Y. Gen. Bus. Law. § 349(h);

H. For an award of damages to be proven at trial for false advertising pursuant to N.Y. Gen. Bus. Law. § 350(e);

I. For an award of damages to be proven at trial for common law unfair competition;

J. For an award of damages in an amount to be proven at trial for unjust enrichment;

K. For a preliminary and permanent injunction by this Court enjoining and prohibiting Defendants, or their agents, and any employees, agents, servants, officers, representatives, directors, successors, affiliates, assigns and entities owned or controlled by Defendants, and all those in active concert or participation with Defendants, and each of them who receives notice directly or otherwise of such injunction from:

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing and/or Counterfeit Products;
- ii. directly or indirectly infringing in any manner any of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Hatchimals Marks or Hatchimals Works;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Hatchimals Marks and Hatchimals Works to identify any goods or services not authorized by Plaintiffs;
- iv. using any of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Hatchimals Marks and Hatchimals Works, or any other marks or artwork that are confusingly or substantially similar to the Hatchimals Marks and Hatchimals Works on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- v. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised,

marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiffs and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiffs;

- vi. engaging in the unlawful, unfair or fraudulent business acts or practices, including, without limitation, the actions described herein, including the of advertising and/or dealing in any Counterfeit Products;
- vii. engaging in any other actions that constitute unfair competition with Plaintiffs;
- viii. engaging in any other act in derogation of Plaintiffs' rights;
- ix. secreting, destroying, altering, removing or otherwise dealing with the Counterfeit Products or any books or records that contain any information relating to manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- x. from secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to Defendants' User Accounts or Merchant Storefronts, any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) ("Defendants' Assets") from or to financial accounts associated with or utilized by any Defendant or any

Defendant's User Accounts or Merchant Storefronts (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

- xi. from secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or to Defendants' Financial Accounts until further ordered by this Court;
- xii. effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purposes of circumventing or otherwise avoiding the prohibitions set forth in any Final Judgment or Order in this action;
- xiii. providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- xiv. instructing, assisting, aiding or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (xiii) above; and

L. For an order of the Court requiring that Defendants recall from any distributors and retailers and deliver up to Plaintiffs for destruction any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of such distributors and retailers that infringe any of Plaintiffs' trademarks, copyrights or other rights including, without

limitation, the Hatchimals Marks or Hatchimals Works, or bear any marks that are confusingly or substantially similar to the Hatchimals Marks and Hatchimals Works;

M. For an order of the Court requiring that Defendants deliver up for destruction to Plaintiffs any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defendants that infringe any of Plaintiffs' trademarks, copyrights or other rights including, without limitation the Hatchimals Marks or Hatchimals Works, or bear any marks that are confusingly or substantially similar to the Hatchimals Marks and Hatchimals Works pursuant to 15 U.S.C. § 1118.

N. For an order from the Court requiring that Defendants provide complete accountings for any and all monies, profits, gains and advantages derived by Defendants from its manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, sale and/or otherwise dealing in the Infringing and/or Counterfeit Products as described herein, including prejudgment interest.

O. For an order from the Court that an asset freeze or constructive trust be imposed over any and all monies, profits, gains and advantages in Defendants' possession which rightfully belong to Plaintiffs;

P. For an award of exemplary or punitive damages in an amount to be determined by the Court;

Q. For Plaintiffs' reasonable attorneys' fees;

R. For all costs of suit; and

S. For such other and further relief as the Court may deem just and equitable.

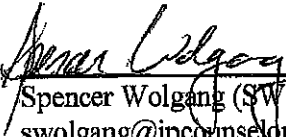
DEMAND FOR JURY TRIAL

Plaintiffs respectfully demand a trial by jury on all claims.

Dated: January 22, 2018

Respectfully submitted,

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Attorneys for Plaintiffs
Spin Master Ltd. and Spin Master, Inc.

18 CV 548

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

SPIN MASTER LTD. and SPIN MASTER, INC.,
Plaintiffs

v.

ALISY, BABYHOUSE STORE,
 BLUEBABY12345, BUUS STORE, BYBY99,
 CHINA YIWU LITTLE COMMODITIES
 MARKET STORE, CHNBJ, CHUANG SI TE
 STORE, CLUBE TOY STORE, CROWNSELLER1,
 CYCLING STORE, DVKSTORE2017,
 ECAMELS, FACTORY_ITEMS, FASHION TOY
 SHOP, GUANGZHOU TONGFEI
 COMMUNICATION ACCESSORIES CO., LTD.,
 HAHERAI STORE, HCF1314520, HEBEI YI MAI
 METAL TRADING CO., LTD., HMBABY STORE,
 HOMEDHGate, HONGKONGVAPORSHOP,
 HOT_ITEMS, INQUIZ STORE, JAMLIA8866,
 JINHUA ZHENGBU ELECTRONIC COMMERCE
 LIMITED, KISSBUYONLINE, LECGOS STORE,
 LELETOY_STORE, LIU IVY'S STORE,
 MAONIKA STORE, MARTIN0001, MENGHA
 FAMILY STORE, MMCH 3C BRAND MALL,
 MOUNTAINSTORE, NAKASH, OUTDOORLIFE,
 OUTE TOY STORE, OUTLETSHP, PEAR0,
 PEPPA PIG OFFICIAL STORE,
 QIENECOMMERCE, QINGDAO AUTOS BALL

CIVIL ACTION No.

[REDACTED]
 1) TEMPORARY
 RESTRAINING ORDER; 2)
 ORDER RESTRAINING
 ASSETS AND MERCHANT
 STOREFRONTS; 3) ORDER TO
 SHOW CAUSE WHY A
 PRELIMINARY INJUNCTION
 SHOULD NOT ISSUE; 4)
 ORDER AUTHORIZING
 ALTERNATIVE SERVICE BY
 ELECTRONIC MEANS AND 5)
 ORDER AUTHORIZING
 EXPEDITED DISCOVERY

FILED UNDER SEAL

BEARING CO., LTD., QQ15625530050, SEN TOY
STORE, SHANTOU CHENGHAI DONGXIANG
TOYS FACTORY, SHANTOU CHENGHAI
HUAYU TOYS FIRM, SHANTOU GQS TOYS
BUSINESS, SHANTOU JIAYANG TRADING CO.,
LTD., SHANTOU LUCKY TOYS & GIFT FIRM,
SHANTOU NAN HUANG TOYS CO., LTD.,
SHAOXING SUMU GIFTS CO., LTD.,
SHELL_CASE, SHENZHEN AOOTY
TECHNOLOGY CO., LTD., SHENZHEN CHEER
BOX TOYS CO., LTD., SHENZHEN
INNOVATIVE R & D TECHNOLOGY CO., LTD.,
SHENZHEN OUHOE TECHNOLOGY CO., LTD.,
SHENZHEN REGIS ELECTRONIC CO.,
LIMITED, SHENZHEN ULIKTECH
ELECTRONIC CO., LTD., SHOP3104101 STORE,
SLINKYDOG, SMART866, SMARTPRETTY,
SMRC HOBBY STORE, STYLISHTOY,
SUNNYGIRLEVERYDAY, SZYUNMENG,
TAOLEDI STORE, TOP BEATY FASHION
STORE, TOPMEED, TOY CLUB,
TOYS_BABY_JSG, TRUMP TOY STORE,
UMEDOLLY WORLD STORE, USEEK TOY
STORE, VANMAJOR OFFICIAL STORE,
VKING168, VNCDEALS, XDWIND,
XIAOTIMOFUZHUANG, XIZHIYUE, YIWU B&T
CRAFTS & ARTS CO., LTD., YIWU ECO-
ARTIFACT CO., LTD., YIWU HIKARI TRADING
CO., LTD., YIWU HUAGUDUO TOYS CO., LTD.,
YIWU SHODO CRAFTS FACTORY,
YOGOHALO TOY STORE, YOUTEST BABY
CLOTHES STORE, ZORNTOYS AND ZYHAPPY
STORE,

Defendants

On this day, the Court considered Plaintiffs' *ex parte* application for the following: 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts (as defined *infra*); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing alternative service and 5) an order authorizing expedited discovery against Defendants alisy, Babyhouse Store, Bluebaby12345, BUUS Store, byby99, China Yiwu little Commodities Market Store, chnbj, Chuang Si Te Store, clube toy Store, crownseller1, Cycling_store,

Dvkstore2017, ecamels, factory_items, Fashion toy shop, Guangzhou Tongfei Communication Accessories Co., Ltd., HAHERAI Store, hcf1314520, Hebei Yi Mai Metal Trading Co., Ltd., HM Baby Store, homedhgate, hongkongvaporshop, hot_items, Inquiz Store, jamlia8866, Jinhua Zhengbu Electronic Commerce Limited, kissbuyonline, Lecgos Store, Leletoy_store, liu ivy's store, Maonika Store, martin0001, mengha family Store, MMCH 3C Brand Mall, mountainstore, Nakash, Outdoorlife, OUTE TOY Store, outletshop, pear0, Peppa Pig Official Store, Qienecommerce, Qingdao Autos Ball Bearing Co., Ltd., Qq15625530050, Sen Toy Store, Shantou Chenghai Dongxiang Toys Factory, Shantou Chenghai Huayu Toys Firm, Shantou GQS Toys Business, Shantou Jiayang Trading Co., Ltd., Shantou Lucky Toys & Gift Firm, Shantou Nan Huang Toys Co., Ltd., Shaoxing Sumu Gifts Co., Ltd., shell_case, Shenzhen Aootoy Technology Co., Ltd., Shenzhen Cheer Box Toys Co., Ltd., Shenzhen Innovative R & D Technology Co., Ltd., Shenzhen Ouhoe Technology Co., Ltd., Shenzhen Regis Electronic Co., Limited, Shenzhen Uliktech Electronic Co., Ltd., Shop3104101 Store, slinkydog, smart866, smartpretty, SMRC HOBBY Store, stylishtoy, sunnygirleveryday, szyunmeng, Taoledi Store, Top Beaty Fashion Store, topmeed, toy_club, toys_baby_jsg, Trump Toy Store, Umedolly World Store, Useek Toy Store, vanmajor Official Store, Vking168, vncdeals, xdwind, xiaotimofuzhuang, Xizhiyue, Yiwu B&T Crafts & Arts Co., Ltd., Yiwu Eco-Artifact Co., Ltd., Yiwu Hikari Trading Co., Ltd., Yiwu Huaguduo Toys Co., Ltd., Yiwu Shodo Crafts Factory, YOGOHALO Toy Store, YOUBEST Baby Clothes Store, zorntoys and zyhappy Store (hereinafter collectively referred to as “Defendants” or individually as “Defendant”), Third Party Service Providers (as defined *infra*) and Financial Institutions (as defined *infra*), in light of Defendants’ intentional and willful offerings for sale and/or sales of Counterfeit Products (as defined *infra*) (“Application”).¹ A complete list of

¹Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Complaint or Application.

Defendants is attached hereto as **Schedule A**. Having reviewed the Application, the Declarations of Jessica Arnaiz, Chris Harris and Spencer Wolfgang, along with the exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

FACTUAL FINDINGS & CONCLUSIONS OF LAW

1. Plaintiffs are part of a large, multinational toy and entertainment company started in 1994 that designs and sells innovative children's lifestyle products and toys ("Spin Master Product(s)") under their own well-known brands, as well as under their licensed properties, such as Flutterbye Fairy, Bunchems, Hatchimals, Paw Patrol and Air Hogs;

2. Plaintiffs sell their Spin Master Products throughout the U.S. and the world through major retailers, quality toy stores, department stores and online marketplaces, including, but not limited to, Walmart, Toys R Us, Target, Kohl's and Amazon.com;

3. Additionally, Plaintiffs sell their Spin Masters Products directly through Plaintiffs' website, available at www.shop.spinmaster.com, as well as through their websites dedicated to the individual Spin Master Products;

4. One of Plaintiffs' most popular and successful Spin Master Products is its line of interactive, "hatching" toys housed inside of a plastic egg which are marketed and sold under the distinctive HATCHIMALS trademark and include the following non-exhaustive list of sub-brands: "Hatchimals Glittering Garden," "Hatchimals Surprise" and "Hatchimals COLIEGGtibles" (collectively, "Hatchimals Product(s)"). When a child handles one of the eggs in the Hatchimals, Hatchimals Glittering Garden and Hatchimals Surprise Hatchimals Products for the first time, after a sufficient amount of interaction, a controller inside of the egg activates an electronic mechanism, which causes the toy to break the egg and "hatch," and similarly when a child rubs the heart shape on the eggs on the Hatchimals COLIEGGtibles Hatchimals Products, after a sufficient amount of

time, a child is able to manually crack and “hatch” the egg his or herself. Part of the fun of the Hatchimals Products is not knowing what color the Hatchimals Product will be until it hatches;

5. The Hatchimals Products have achieved tremendous success and notoriety since they were first introduced in 2016 and retail from \$2.99 to \$69.99;

6. Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling infringing and/or counterfeit products bearing and/or using the Hatchimals Marks (as defined *infra*) and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Hatchimals Marks and/or displaying and/or incorporating the Hatchimals Works (as defined *infra*) and/or works that are substantially similar to, identical to and constitute infringement of the Hatchimals Works (“Counterfeit Products” or “Infringing Products”) through accounts with online marketplace platforms such as Alibaba.com, AliExpress.com and DHgate.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“User Accounts”) (see **Schedule A** for links to Defendants’ Merchant Storefronts (as defined *infra*) and listings for Counterfeit Products);

7. Plaintiffs are the owners of the following U.S. Trademark Registration and Application Nos. related to the Hatchimals Products: U.S. Trademark Registration and Application Nos. related to the Hatchimals Products: U.S. Trademark Registration No. 5,189,321 for “HATCHIMALS” for a variety of goods in Class 28, U.S. Trademark Registration No. 5,294,099 for “HATCHIMALS COLLEGGTIBLES” for a variety of goods in Class 28, U.S. Trademark Registration No. 5,186,590 for  for a variety of goods in Class 28, U.S. Trademark Registration No. 5,223,358 for “WHO WILL YOU HATCH?” for a variety of goods in Class 28,

U.S. Trademark Registration No. 5,186,525 for “DRAGGLES” for a variety of goods in Class 28, U.S. Trademark Registration No. 5,186,526 for “PENGUALAS” for a variety of goods in Class 28, U.S. Trademark Registration No. 5,186,524 for “BEARAKEETS” for a variety of goods in Class 28, U.S. Trademark Registration No. 5,338,121 for “BURTLES” for a variety of goods in Class 28, U.S. Trademark Registration No. 5,338,122 for “OWLICORNS” for a variety of goods in Class 28, U.S. Trademark Application Serial No. 87/321,120 for “HATCHIMALS” for a variety of goods in Classes 9, 16, 18 and 25, U.S. Trademark Application Serial No. 86/893,028 for “HATCHIMALS” for a variety of goods in Classes 9 and 41 and U.S. Trademark Application Serial No. 87/274,733 for “HATCHING EGG” for a variety of goods in Class 28 (hereinafter collectively referred to as the “Hatchimals Marks”).

8. Plaintiffs are the owners of the following U.S. Copyright Registrations: U.S. Copyright Registration No. VA 2-059-561, covering the Hatchimals Bearakeet Toy 1.0, U.S. Copyright Registration No. VA 2-059-567, covering the Hatchimals Burtle Toy 1.0, U.S. Copyright Registration No. VA 2-023-490, covering the Hatchimals Draggles Toy 1.0, U.S. Copyright Registration No. VA 2-059-550, covering the Hatchimals Owlicorn Toy 1.0, U.S. Copyright Registration No. VA 2-023-488, covering the Hatchimals Penguala Toy 1.0, U.S. Copyright Registration No. VAu 1-255-010, covering the Hatchimals – Collection Of Packaging Artwork 1.0, U.S. Copyright Registration No. VAu 1-285-895, covering the Hatchimals Surprise Packaging, U.S. Copyright Registration No. VA 2-034-781, covering Hatchimals COLLEGGtibles Season 1, U.S. Copyright Registration No. VA 2-064-698, covering the Hatchimals COLLEGGtibles (Season 1) Pack Packaging Artwork, U.S. Copyright Registration No. VA 2-064-256, covering the Hatchimals COLLEGGtibles (Season 1) 2 Pack Packaging Artwork, U.S. Copyright Registration No. VA 2-064-700, covering the Hatchimals COLLEGGtibles (Season 1) 4 Pack Packaging

Artwork, U.S. Copyright Registration No. VAu 1-286-586, covering the Hatchimals COLLEGGtibles (Season 2) Packaging and Poster Artwork and U.S. Copyright Registration No. VAu 1-286-398, covering the Hatchimals COLLEGGtibles (Season 3) Packaging (hereinafter collectively referred to as the “Hatchimals Works”);

9. Defendants are not, nor have they ever been, authorized distributors or licensees of the Hatchimals Products. Neither Plaintiffs, nor any of Plaintiffs’ authorized agents have consented to Defendants’ use of the Hatchimals Marks and/or Hatchimals Works, nor have Plaintiffs consented to Defendants’ use of any identical or confusingly similar marks or artwork;

10. Plaintiffs are likely to prevail on their Lanham Act claims, copyright infringement claims and related state law claims at trial;

11. As a result of Defendants’ infringements, Plaintiffs, as well as consumers, are likely to suffer an immediate and irreparable loss, damage and injury before Defendants can be heard in opposition, unless Plaintiffs’ Application for *ex parte* relief is granted:

- a. Defendants have offered for sale and sold substandard Counterfeit Products that infringe the Hatchimals Marks and/or Hatchimals Works;
- b. Plaintiffs have well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in the consequent injury to Plaintiffs’ reputation and goodwill; and that Plaintiffs may suffer loss of sales for their Hatchimals Products; and
- c. Plaintiffs’ well-founded fears that if they proceed on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe

the Hatchimals Marks and/or Hatchimals Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Plaintiffs' claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the Hatchimals Marks and/or Hatchimals Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of Counterfeit Products or other goods infringing the Hatchimals Marks and/or Hatchimals Works and records relating thereto that are in their possession or under their control and/or (iv) open new User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefront(s)") under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence;

12. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiffs, their business, the goodwill and reputation built up

in and associated with the Hatchimals Marks and Hatchimals Works and to Plaintiffs' reputation if a temporary restraining order is not issued;

13. Public interest favors issuance of the temporary restraining order in order to protect Plaintiffs' interests in and to the Hatchimals Marks and Hatchimals Works, and to protect the public from being deceived and defrauded by Defendants' passing off of their substandard Counterfeit Products as Hatchimals Products;

14. Plaintiffs have not publicized their request for a temporary restraining order in any way;

15. Service on Defendants via electronic means, including the delivery of copies of the Summons and Complaint, together with all documents filed in support of Plaintiffs' Application by (i) e-mail or (ii) messaging through Defendants' User Accounts and by publication of links to the same on a website accessible to Defendants, is reasonably calculated to result in proper notice to Defendants;

16. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the Hatchimals Marks and/or the Hatchimals Works. Therefore, good cause exists for granting Plaintiffs' request for an asset restraining order. It typically takes noticed Financial Institutions and/or Third Party Service Providers a minimum of five (5) days to locate, attach and freeze Defendants' Assets (as defined *infra*) and/or Defendants' Financial Accounts (as defined *infra*). As such, in its order, the Court should allow enough time for the Financial Institutions and/or Third Party Service Providers to freeze Defendants' Assets and Financial Accounts before requiring service on Defendants.

17. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiffs the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. Therefore, good cause exists for granting Plaintiffs' request for expedited discovery.

ORDER

Based on the foregoing findings of fact and conclusions of law, Plaintiffs' Application is hereby **GRANTED** as follows (the "Order"):

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them (regardless of whether located in the U.S. or abroad), who receive actual notice of this Order, including, without limitation, any: (1) banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com and Aliexpress.com ("Alibaba") and Dunhuang Group d/b/a DHgate.com ("DHgate") payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group or DHpay.com), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants ("Financial Institutions") and (2) online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by Alibaba.com, AliExpress.com and DHgate.com, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any

of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise (“Third Party Service Providers”) (Financial Institutions and Third Party Service Providers are hereinafter collectively referred to as the “Restrained Persons”), are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Plaintiffs’ Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Hatchimals Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Hatchimals Marks and/or incorporating the Hatchimals Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Hatchimals Works;
- 2) communicating, directly or indirectly, with any person or persons: (i) from whom Defendants purchased or obtained any Counterfeit Products; (ii) to whom Defendants sold or offered to sell such Counterfeit Products or (iii) of whom Restrained Persons know, or reasonably believe, to possess, control or have access to any such Counterfeit Products;
- 3) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to the Defendants’ User Accounts, Merchant Storefronts, Defendants’ Assets and the

- manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- 4) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as “Defendants’ Assets”) from or to financial accounts associated with or utilized by any Defendant or any Defendant’s User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) (“Defendants’ Financial Accounts”) until further ordered by this Court;
 - 5) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order;
 - 6) within five (5) days after receiving actual notice of this Order, providing services to Defendants, Defendants’ User Accounts and Defendants’ Merchant Storefronts, including, without limitation, continued operation of Defendants’ User Accounts and Merchant Storefronts; and
 - 7) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(6) above.

**II. Order to Show Cause Why A Preliminary Injunction
Should Not Issue And Order Of Notice**

A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 705 of the United States District Court for the Southern District of New York at 500 Pearl Street (40 Foley) Square, New York, New York on Feb. 6, 2018 at 10:00 A.m. or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue restraining and enjoining the Restrained Persons from engaging in any of the following acts or omissions pending the final hearing and determination of this action:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Hatchimals Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Hatchimals Marks and/or incorporating the Hatchimals Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Hatchimals Works;
- 2) directly or indirectly infringing in any manner any of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Hatchimals Marks or Hatchimals Works;
- 3) using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Hatchimals Marks and Hatchimals Works to identify any goods or services not authorized by Plaintiffs;
- 4) using any of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Hatchimals Marks and Hatchimals Works, or any other marks or artwork that are confusingly or substantially

similar to the Hatchimals Marks and Hatchimals Works, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

- 5) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiffs, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiffs;
- 6) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and (ii) any computer files, data, business records, documents, or any other records or evidence relating to the Defendants' User Accounts, Defendants' Merchant Storefronts, Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- 7) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or Defendants' Financial Accounts until further ordered by this Court;

- 8) providing services to Defendants, Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts;
- 9) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in any preliminary injunction ordered by the Court in this Action;
- 10) knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs II(A)(1) through II(A)(9) above.

B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Plaintiffs' counsel by delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42nd Street, Suite 2520, New York, NY 10165, Attn: Jason M. Drangel on or before Feb. 2, 2018. Plaintiffs shall file any Reply papers on or before Feb. 5, 2018.

C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to FRCP 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

- A. IT IS FURTHER ORDERED pursuant to FRCP 64 and 65 and CPLR 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order, all Financial Institutions and Third Party Service Providers, including, but not limited to, those identified in **Schedule A**, who receive actual notice of this Order, shall locate and attach Defendants Financial Accounts, and shall provide written confirmation of such attachment to Plaintiffs' counsel; and
- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order all Financial Institutions and Third Party Service Providers, including but not limited to, those identified in **Schedule A**, who receive actual notice of this Order, shall identify any and all of Defendants' Financial Accounts, and provide Plaintiffs and/or Plaintiffs' counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts.

IV. Order Authorizing Alternative Service by Electronic Means

- A. IT IS FURTHER ORDERED pursuant to FRCP 4(f)(3), as sufficient cause has been shown, that service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:
- 1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiffs' Application seeking this Order or (ii) a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this

Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiffs' Application seeking this Order to Defendants' e-mail addresses, as identified in **Schedule A** or may otherwise be determined; or

- 2) delivery of a message to Defendants through the same means that Plaintiffs' agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, notifying Defendants that an action has been filed against them in this Court and providing a link to a secure website (such as Dropbox.com, NutStore.com or a large mail link created through RPost.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiffs' Application seeking this Order.

- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within two (2) days of the Financial Institutions' and Third Party Service Providers' compliance with **Paragraph III(A)** of this Order, but in any event, shall be made no later than ten (10) days from the date of this Order.
- C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons in the name of "Alisy and all other Defendants identified in the Complaint" that will apply to all Defendants.
- D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following Financial Institutions and Third Party Service Providers if it is completed by the following means:

- 1) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal will be able to download a PDF copy of this Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com and to PayPal's counsel, Christopher Celentino, at Christopher.Celentino@dinsmore.com;
- 2) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alipay will be able to download a PDF copy of this Order via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at benjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com;
- 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this Order via electronic mail to Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at jacqueline.ko@alibaba-inc.com;
- 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where DHgate (including DHPay.com) will be able to download a PDF copy of this Order via electronic mail to the counsel for DHgate at slucks@fishkinlucks.com and zkupperman@fishkinlucks.com;

5) delivery of: (1) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this Order via electronic mail to Mr. Ari Kohn, Investigations Lead, Payoneer, at ariko@payoneer.com, to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com and (iii) a true and correct copy of this Order via Federal Express addressed to Payoneer, Payoneer's Legal Department, 150 West 30th Street, New York, NY 10001.

V. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days after receiving notice of this Order, each Defendant, or other person served, shall serve upon Plaintiffs or Plaintiffs' counsel a written report under oath providing:
 - a. their true name and physical address;
 - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - c. the complete sales records for any and all sales of Counterfeit Products, including number of units sold, price per unit, total gross revenues received (in U.S. dollars) and dates thereof;
 - d. the account details for any and all of Defendants' Financial Accounts, including the account numbers and current account balances; and
 - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.

- 2) Plaintiffs may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiffs or Plaintiffs' counsel.
- 3) Plaintiffs may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiffs or Plaintiffs' counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who receive actual notice of this Order shall provide Plaintiffs or Plaintiffs' counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:
 - a. account numbers;
 - b. current account balances;
 - c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including names, addresses and contact information;

- d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
- e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Third Party Service Providers who receive actual notice of this Order shall provide to Plaintiffs or Plaintiffs' counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
 - a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that

Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;

- b. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them;
- c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Hatchimals Marks and/or marks that are confusingly similar to, identical to, and constitute an infringement of the Hatchimals Marks and/or incorporating the Hatchimals Works and/or artwork that is substantially similar to, identical to and constitutes infringement of the Hatchimals Works.

VI. Security Bond

- ✓ A. IT IS FURTHER ORDERED that Plaintiffs shall place security in the amount of \$10,000
✓ Dollars () with the Court, which amount is determined adequate for the payment

of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

A. IT IS FURTHER ORDERED that Plaintiffs' Complaint and exhibits attached thereto, and Plaintiffs' *ex parte* Application and the Declarations of Jessica Arnaiz, Chris Harrs and Spencer Wolfgang in support thereof and the exhibits attached thereto and this Order shall remain sealed until further ordered by the Court.

SO ORDERED.

SIGNED this JAN 22 2018 day of _____, 2018, at _____ .m. George B. Daniels
UNITED STATES DISTRICT JUDGE

[Handwritten signature]

SCHEDULE A

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SCHEDULE A

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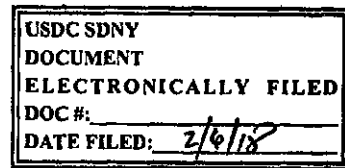
Journal of Management Studies, 39(6), 708-724.

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Attorneys for Plaintiffs
Spin Master Ltd. and Spin Master, Inc.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SPIN MASTER LTD. and SPIN MASTER, INC.,
Plaintiffs

v.

ALISY, BABYHOUSE STORE, BLUEBABY12345, BUUS
STORE, BYBY99, CHINA YIWU LITTLE
COMMODITIES MARKET STORE, CHNBJ, CHUANG SI
TE STORE, CLUBE TOY STORE, CROWNSELLER1,
CYCLING_STORE, DVKSTORE2017, ECAMELS,
FACTORY_ITEMS, FASHION TOY SHOP,
GUANGZHOU TONGFEI COMMUNICATION
ACCESSORIES CO., LTD., HAHERAI STORE,
HCF1314520, HEBEI YI MAI METAL TRADING CO.,
LTD., HM BABY STORE, HOMEDHGATE,
HONGKONGVAPORSHOP, HOT_ITEMS, INQUIZ
STORE, JAMLIA8866, JINHUA ZHENGBU
ELECTRONIC COMMERCE LIMITED,
KISSBUYONLINE, LECGOS STORE, LELETOY_STORE,
LIU IVY'S STORE, MAONIKA STORE, MARTIN0001,
MENGHA FAMILLY STORE, MMCH 3C BRAND MALL,
MOUNTAINSTORE, NAKASH, OUTDOORLIFE, OUTE
TOY STORE, OUTLETSHP, PEAR0, PEPPA PIG
OFFICIAL STORE, QIENECOMMERCE, QINGDAO
AUTOS BALL BEARING CO., LTD., QQ15625530050,
SEN TOY STORE, SHANTOU CHENGHAI DONGXIANG

18-cv-543 (PGG)

**PRELIMINARY
INJUNCTION ORDER**

TOYS FACTORY, SHANTOU CHENGHAI HUAYU TOYS FIRM, SHANTOU GQS TOYS BUSINESS, SHANTOU JIAYANG TRADING CO., LTD., SHANTOU LUCKY TOYS & GIFT FIRM, SHANTOU NAN HUANG TOYS CO., LTD., SHAOXING SUMU GIFTS CO., LTD., SHELL_CASE, SHENZHEN AOOTY TECHNOLOGY CO., LTD., SHENZHEN CHEER BOX TOYS CO., LTD., SHENZHEN INNOVATIVE R & D TECHNOLOGY CO., LTD., SHENZHEN OUHOE TECHNOLOGY CO., LTD., SHENZHEN REGIS ELECTRONIC CO., LIMITED, SHENZHEN ULIKTECH ELECTRONIC CO., LTD., SHOP3104101 STORE, SLINKYDOG, SMART866, SMARTPRETTY, SMRC HOBBY STORE, STYLISHTOY, SUNNYGIRLEVERYDAY, SZYUNMENG, TAOLEDI STORE, TOP BEATY FASHION STORE, TOPMEED, TOY_CLUB, TOYS_BABY_JSG, TRUMP TOY STORE, UMEDOLLY WORLD STORE, USEEK TOY STORE, VANMAJOR OFFICIAL STORE, VKING168, VNCDEALS, XDWIND, XIAOTIMOFUZHANG, XIZHIYUE, YIWU B&T CRAFTS & ARTS CO., LTD., YIWU ECO-ARTIFACT CO., LTD., YIWU HIKARI TRADING CO., LTD., YIWU HUAGUDUO TOYS CO., LTD., YIWU SHODO CRAFTS FACTORY, YOGOHALO TOY STORE, YUBEST BABY CLOTHES STORE, ZORNTOYS AND ZYHAPPY STORE,

Defendants

WHEREAS, Plaintiffs Spin Master Ltd. and Spin Master, Inc. ("Spin Master" or "Plaintiffs"), having moved *ex parte* on January 22, 2018 against Defendants alisy, Babyhouse Store, Bluebaby12345, BUUS Store, byby99, China Yiwu little Commodities Market Store, chnbj, Chuang Si Te Store, clube toy Store, crownseller1, Cycling_store, Dvkstore2017, ecamels, factory_items, Fashion toy shop, Guangzhou Tongfei Communication Accessories Co., Ltd., HAHERAI Store, hcf1314520, Hebei Yi Mai Metal Trading Co., Ltd., HM Baby Store, homedhgate, hongkongvaporshop, hot_items, Inquiz Store, jamlia8866, Jinhua Zhengbu Electronic Commerce Limited, kissbuyonline, Lecgos Store, Leletoy_store, liu ivy's store, Maonika Store, martin0001, mengha family Store, MMCH 3C Brand Mall, mountainstore,

Nakash, Outdoorlife, OUTE TOY Store, outletshop, pear0, Peppa Pig Official Store, Qienecommerce, Qingdao Autos Ball Bearing Co., Ltd., Qq15625530050, Sen Toy Store, Shantou Chenghai Dongxiang Toys Factory, Shantou Chenghai Huayu Toys Firm, Shantou GQS Toys Business, Shantou Jiayang Trading Co., Ltd., Shantou Lucky Toys & Gift Firm, Shantou Nan Huang Toys Co., Ltd., Shaoxing Sumu Gifts Co., Ltd., shell_case, Shenzhen Aootoy Technology Co., Ltd., Shenzhen Cheer Box Toys Co., Ltd., Shenzhen Innovative R & D Technology Co., Ltd., Shenzhen Ouhoe Technology Co., Ltd., Shenzhen Regis Electronic Co., Limited, Shenzhen Uliktech Electronic Co., Ltd., Shop3104101 Store, slinkydog, smart866, smartpretty, SMRC HOBBY Store, stylisttoy, sunnygirleveryday, szyunmeng, Taoledi Store, Top Beaty Fashion Store, topmeed, toy_club, toys_baby_jsg, Trump Toy Store, Umedolly World Store, Useek Toy Store, vanmajor Official Store, Vking168, vncdeals, xdwind, xiaotimofuzhuang, Xizhiyue, Yiwu B&T Crafts & Arts Co., Ltd., Yiwu Eco-Artifact Co., Ltd., Yiwu Hikari Trading Co., Ltd., Yiwu Huaguduo Toys Co., Ltd., Yiwu Shodo Crafts Factory, YOGOHALO Toy Store, YUBEST Baby Clothes Store, zorntoys and zyhappy Store (hereinafter collectively referred to as “Defendants” or individually as “Defendant”), Third Party Service Providers (as defined *infra*) and Financial Institutions (as defined *infra*), in light of Defendants’ intentional and willful offering for sales and/or sales of Counterfeit Products, for an order to seal file, a temporary restraining order, an order restraining assets and Merchant Storefronts (as defined *infra*), an order to show cause why a preliminary injunction should not issue, an order authorizing alternative service and an order authorizing expedited discovery (“Application”);

WHEREAS, the Court entered an Order on January 22, 2018 (the “January 22, 2018 Order”) granting Plaintiffs’ Application; and

WHEREAS, on February 1, 2018, pursuant to the terms of the January 22, 2018 Order, Defendants were served with copies of the January 22, 2018 Order together with the Summons and Complaint and all papers filed in support of Plaintiffs' Application seeking the January 22, 2018 Order.

ORDER

1. The injunctive relief previously granted in the January 22, 2018 Order shall remain in place through the pendency of this litigation, and issuing this Preliminary Injunction Order (hereinafter, "PI Order") is warranted under Federal Rule of Civil Procedure 65 and Section 34 of the Lanham Act. Accordingly, Defendants, their respective officers, employees, agents and servants, and all persons in active concert or under direction of Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this PI Order, including, without limitation, (1) banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com and Aliexpress.com ("Alibaba") and Dunhuang Group d/b/a DHgate.com ("DHgate") payment services (*e.g.*, Alipay.com Co., Ltd., Ant Financial Services Group or DHpay.com), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants ("Financial Institutions") and (2) online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by Alibaba.com, AliExpress.com and DHgate.com, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell

and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise ("Third Party Service Providers") (Financial Institutions and Third Party Service Providers are hereinafter collectively referred to as the "Restrained Persons"), are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:

- a) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Hatchimals Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Hatchimals Marks and/or incorporating the Hatchimals Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Hatchimals Works;
- b) directly or indirectly infringing in any manner any of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Hatchimals Marks and Hatchimals Works;
- c) using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Hatchimals Marks and Hatchimals Works, to identify any goods or services not authorized by Plaintiffs;
- d) using any of Plaintiffs' trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Hatchimals Marks and Hatchimals Works or any other marks or artwork that are confusingly or substantially

similar to the Hatchimals Marks and Hatchimals Works on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products;

- e) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiffs, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities and Plaintiffs;
- f) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to the Defendants' User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefronts"), Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display,

offering for sale and/or sale of Counterfeit Products;

- g) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as "Defendants' Assets") from or to accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") until further ordered by this Court;
 - h) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this PI Order;
 - i) providing services to Defendants, Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
 - j) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs (a) through (i) above.
2. As sufficient cause has been shown, the asset restraint granted in the January 22, 2018 Order shall remain in place through the pendency of this litigation, including that:
- a) within seven (7) days of receipt of notice of this PI Order, all Restrained Persons, including but not limited to those identified in **Schedule A**, who receive actual notice of this PI Order, shall locate and attach Defendants' Financial Accounts, and shall

provide written confirmation of such attachment to Plaintiffs' counsel; and

b) within seven (7) days of receipt of notice of this PI Order, all Restrained Persons, including but not limited to those identified in **Schedule A**, who receive actual notice of this PI Order, shall identify any and all of Defendants' Financial Accounts, and provide Plaintiffs' counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts.

3. As sufficient cause has been shown, the expedited discovery previously granted in the January 22, 2018 Order shall remain in place through the pendency of this litigation, including that:

- a) within fourteen (14) days after receiving notice of this PI Order, each Defendant shall serve upon Plaintiffs or Plaintiffs' counsel a written report under oath, providing:
- i. their true name and physical address;
 - ii. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - iii. the complete sales records for any and all sales of Counterfeit Products, including number of units sold, price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;

- iv. the account details for any and all of Defendants' Financial Accounts, including the account numbers and current account balances; and
 - v. the steps taken by each Defendant, or other person served to comply with the above.
- b) Plaintiffs may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them who receive actual notice of this PI Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiffs or Plaintiffs' counsel.
- c) Plaintiffs may serve requests for the production of documents pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this PI Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiffs or Plaintiffs' counsel.
- d) Within fourteen (14) days after receiving notice of this PI Order, all Financial Institutions who receive actual notice of this PI Order, shall provide Plaintiffs or Plaintiffs' counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad), relating to any and all of Defendants' Financial Accounts, including but not limited to documents and records relating to:
- i. account numbers;
 - ii. current account balances;

- iii. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including names, addresses and contact information;
 - iv. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents, and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
 - v. any and all deposits and withdrawal during the previous year from each and every of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
 - vi. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.
- e) Within fourteen (14) days of receiving actual notice of this PI Order, all Third Party Service Providers who receive actual notice of this PI Order shall provide to Plaintiffs or Plaintiffs' counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any of Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
- i. any and all User Accounts and Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all

User Accounts and Merchant Storefronts that Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;

- ii. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them;
 - iii. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts, and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts; and
 - iv. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Hatchimals Marks and/or marks that are confusingly similar to, identical to and constitutes a counterfeiting and/or infringement of the Hatchimals Marks and/or incorporating the Hatchimals Works and/or artwork that is substantially similar to, identical to and constitutes an infringement of the Hatchimals Works.
4. As sufficient cause has been shown, and Pursuant to FRCP 4(f)(3), service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:
- a) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via

website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download a PDF copy of this PI Order to Defendants' e-mail addresses, as identified in Schedule A or may otherwise be determined; or

- b) delivery of a message to Defendants through the same means that Plaintiffs' agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, and providing a link to a secure website (such as [Dropbox.com](https://www.dropbox.com), [NutStore.com](https://www.nutstore.com), a large mail link created through [RPost.com](https://www.rpost.com) or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download a PDF copy of this PI Order.

5. As sufficient cause has been shown, service of this PI Order shall be made on and deemed effective as to the following Financial Institutions and Third Party Service Providers if it is completed by the following means:

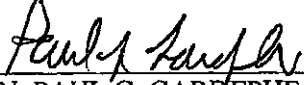
- a) delivery of (i) a PDF copy of this PI Order, or (ii) a link to a secure website where PayPal will be able to download a PDF copy of this PI Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com and to PayPal's counsel, Christopher Celentino, at Christopher.Celentino@dinsmore.com;
- b) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website where Alipay will be able to download a PDF copy of this PI Order via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at benjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance

Department – IP, at di.zd@alipay.com;

- c) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this PI Order via electronic mail to Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at jacqueline.ko@alibaba-inc.com;
 - d) delivery of: of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website where DHgate (including DHPay.com) will be able to download a PDF copy of this PI Order via electronic mail to the counsel for DHgate at slucks@fishkinlucks.com and zkuperman@fishkinlucks.com;
 - e) delivery of: of: (1) a PDF copy of this PI Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this PI Order via electronic mail to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com.
6. Defendants are hereby given notice that they may be deemed to have actual notice of the terms of this PI Order and any act by them or anyone of them in violation of this PI Order may be considered and prosecuted as in contempt of this Court.
 7. The \$10,000.00 bond posted by Plaintiffs shall remain with the Court until a final disposition of this case or until this PI Order is terminated.
 8. This PI Order shall remain in effect during the pendency of this action, or until further order of the Court.
 9. Any Defendants that are subject to this PI Order may appear and move to dissolve or modify the PI Order on two (2) days' notice to Plaintiffs or on shorter notice as set by the Court.

SO ORDERED.

SIGNED this 6th day of February, 2018, at 10:59 A.m.
New York, New York



HON. PAUL G. GARDEPHE
UNITED STATES DISTRICT JUDGE

JUDGE MARRERO

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Paint Zoom, LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PAINT ZOOM, LLC,
Plaintiff

v.

CHANGSHA GUMENG MACHINERY STORE,
CHANGZHOU FIRSTRATE ELECTRICAL
APPLICANCE CO., LTD., HGZS100 STORE,
JILEI888, MR LI'S ELECTRIC KITCHEN
APPLIANCE STORE, NINGBO ACE
MACHINERY CO., LTD., NINGBO BRACE
POWER TOOLS CO., LTD., NINGBO CONXIN
MACHINERY & ELECTRIC CO., LTD.,
NINGBO JIANGDONG WINOS
INTERNATIONAL TRADE CO., LTD.,
NINGBO LEUNIS ELECTRIC APPLIANCE
CO., LTD., NINGBO MIND IMPORT &
EXPORT CO., LTD., NINGBO WEIHAI
ELECTRICAL CO., LTD., SHANGHAI DEMAY
IMPORT & EXPORT CO., LTD., SUZHOU
ALLSHINE IMPORTS & EXPORTS CO., LTD.,
TAIZHOU CITY NOVIA TOOLS CO., LTD.,
TAIZHOU SANFINE TOOLS CO., LTD.,
TAIZHOU TATA PNEUMATIC TOOLS CO.,
LTD., and TOOLS PRO STORE,
Defendants

18 CV 153

CIVIL ACTION No. _____

COMPLAINT

Jury Trial Requested

FILED UNDER SEAL

Paint Zoom, LLC (“Paint Zoom” or “Plaintiff”), a limited liability company organized under the state of Delaware, by and through its undersigned counsel, alleges as follows:

NATURE OF THE ACTION

1. This action involves claims for trademark infringement of Plaintiff’s federally registered trademark in violation of § 32 of the Federal Trademark (Lanham) Act, 15 U.S.C. §§ 1051 *et seq.*; counterfeiting of Plaintiff’s federally registered trademark in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d), and 1117(b)-(c); false designation of origin and unfair competition in violation of Section 43(a) of the Trademark Act of 1946, as amended (15 U.S.C. §1125(a)); copyright infringement of federally registered copyrights in violation of the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*; and related state and common law claims (the “Action”), arising from the infringement of the Mark (as defined *infra*) and/or Copyright Works (as defined *infra*) by Defendants Changsha Gumeng Machinery Store, Changzhou Firstrate Electrical Appliance Co., Ltd., hgzs100 Store, jilei888, Mr Li’s Electric Kitchen Appliance Store, Ningbo ACE Machinery Co., Ltd., Ningbo Brace Power Tools Co., Ltd., Ningbo Conxin Machinery & Electric Co., Ltd., Ningbo Jiangdong Winos International Trade Co., Ltd., Ningbo Leunis Electric Appliance Co., Ltd., Ningbo Mind Import & Export Co., Ltd., Ningbo Weihai Electrical Co., Ltd., Shanghai Demay Import & Export Co., Ltd., Suzhou Allshine Imports & Exports Co., Ltd., Taizhou City Novia Tools Co., Ltd., Taizhou Sanfine Tools Co., Ltd., Taizhou Tata Pneumatic Tools Co., Ltd. and Tools Pro Store (hereinafter collectively referred to as “Defendants”), including without limitation, by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying offering for sale and/or selling unlicensed, infringing and/or counterfeit versions of Plaintiff’s authentic Paint Zoom Products (as defined *infra*).

JURISDICTION AND VENUE

2. This Court has federal subject matter jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as pursuant to 15 U.S.C. § 1121 as an action arising out of violations of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* and the Copyright Act, 17 U.S.C. §§ 101 *et seq.*; pursuant to 28 U.S.C. §1338(b) as an action arising out of claims for false designation of origin and unfair competition; and pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum of seventy-five thousand dollars. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a), as the claims asserted thereunder are so closely related to the federal claims brought in this Action as to form part of the same case or controversy.

3. Personal jurisdiction exists over Defendants in this judicial district pursuant to N.Y.C.P.L.R. § 302(a)(1), or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact, and/or solicit business in New York and in this judicial district, and/or derive substantial revenue from their business transactions in New York and in this judicial district, and/or otherwise avail themselves of the privileges and protections of the laws of the State of New York, such that this Court's assertion of jurisdiction over Defendants does not offend traditional notions of fair play and due process, for example:

- a. Upon information and belief, Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the U.S., including New York, through accounts held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("User Accounts") on the Alibaba.com, AliExpress.com, DHgate.com and potentially through as yet undiscovered User Accounts on other online marketplace platforms, through which consumers in the

U.S., including New York, can view the one or more Defendants' Merchant Storefronts (as defined *infra*) that each Defendant operates, uses to communicate with Defendants regarding their listings for Counterfeit Products (as defined *infra*) and to place orders for, receive invoices for and purchase Counterfeit Products for delivery in the U.S., including New York, as a means for establishing regular business with the U.S., including New York.

- b. Upon information and belief, Defendants are sophisticated sellers operating commercial businesses through their respective User Accounts through which Defendants offer for sale and/or sell Infringing Products (as defined *infra*) in wholesale quantities at significantly below-market prices to consumers worldwide ("Merchant Storefront(s)"), including to consumers in the U.S., and specifically in New York.
- c. Upon information and belief, a majority of Defendants' Merchant Storefronts reflect multiple sales to consumers all over the world, including repeat sales to consumers in the U.S., which make up significant percentages of Defendants' total revenues (which are estimated, in several cases, to be in the millions of dollars).
- d. Upon information and belief, all Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to New York and specifically to the New York Address (as defined *infra*).
- e. Upon information and belief, Defendants have transacted business with consumers located in the U.S., including New York, for the sale and shipment of Infringing and/or Counterfeit Products.
- f. Upon information and belief, Defendants are aware of Plaintiffs, their Paint Zoom

Products, their Mark and their Copyright Works, and are aware that their infringing actions, as alleged herein, are likely to cause injury to Plaintiffs in the U.S.

4. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon information and belief, Defendants conduct, transact and/or solicit business in this judicial district.

THE PARTIES

5. Plaintiff Paint Zoom, LLC, is a limited liability company organized and existing under the laws of the state of Delaware, with a principal place of business at 14724 Ventura Boulevard, Suite 200, Sherman Oaks, California 91403

6. Upon information and belief, Defendant Changsha Gumeng Machinery Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/204419>, where it offers for sale and/or sells Infringing Products and with a principal place of business at Shidaiqingcheng, Jinxing Rd, Wangcheng District, Changsha, Hunan, China.

7. Upon information and belief, Defendant Changzhou Firstrate Electrical Appliance Co., Ltd. is a merchant on Alibaba.com, at <https://firstrate-tools.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at No. 158, Huangdong North Rd., Huangli Town, Wujin District, Changzhou, Jiangsu, China (Mainland).

8. Upon information and belief, Defendant hgzs100 Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2675173>, where it offers for sale and/or sells Infringing Products and with a principal place of business in Guangdong, China.

9. Upon information and belief, Defendant jilei888 is a merchant on DHgate.com, at <https://www.dhgate.com/store/15173825>, where it offers for sale and/or sells Infringing Products and with a principal place of business in Guangdong, China (Mainland).

10. Upon information and belief, Defendant Mr Li's Electric Kitchen Appliance Store is a merchant on AliExpress.com, at <https://www.aliexpress.com/store/2414091>, where it offers for sale and/or sells Infringing Products and with a principal place of business in China.

11. Upon information and belief, Defendant Ningbo ACE Machinery Co., Ltd. is a merchant on Alibaba.com, at <https://nbace.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at Shenjiao Village, Gulin Town, Halshu District, Ningbo, Zhejiang, China (Mainland).

12. Upon information and belief, Defendant Ningbo Brace Power Tools Co., Ltd. is a merchant on Alibaba.com, at <https://bracetool.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at No. 19, Yanshanhe North Road, Beilun District, Ningbo, Zhejiang, China (Mainland).

13. Upon information and belief, Defendant Ningbo Conxin Machinery & Electric Co., Ltd. is a merchant on Alibaba.com, at <https://conxin.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at No. 20, Lane 102, Jinji Road, Qijiashan Street, Beilun District, Ningbo, Zhejiang, China (Mainland).

14. Upon information and belief, Defendant Ningbo Jiangdong Winos International Trade Co., Ltd. is a merchant on Alibaba.com, at <https://winos.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at Rm. 401, No. 301, West of Jingu Middle Road, Yinzhou Dist., Ningbo, Zhejiang, China (Mainland).

15. Upon information and belief, Defendant Ningbo Leunis Electric Appliance Co., Ltd. is a merchant on Alibaba.com, at <https://nbyulisi.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at No. 588 Huanchen Road Zhouxiang Town Cixi City, Ningbo, China.

16. Upon information and belief, Defendant Ningbo Mind Import & Export Co., Ltd. is a merchant on Alibaba.com, at <https://nbmind2000.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at Rm. 802, Floor 8, Bldg. 4, Beian Fortune Plaza, Jiangbei Dist., Ningbo, Zhejiang, China (Mainland).

17. Upon information and belief, Defendant Ningbo Weihai Electrical Co., Ltd. is a merchant on Alibaba.com, at <https://nbweihao.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at 1607-13, 16th Floor, No. 1558, Jiangnan Road, Ningbo, Zhejiang, China (Mainland).

18. Upon information and belief, Defendant Shanghai Demay Import & Export Co., Ltd. is a merchant on Alibaba.com, at https://demaysh.en.alibaba.com, where it offers for sale and/or sells Infringing Products and with a principal place of business at Rm. 401, No. 14, Lane 336, Minyu Road, Pudong New Dist., Shanghai, China (Mainland).

19. Upon information and belief, Defendant Suzhou Allshine Imports & Exports Co., Ltd. is a merchant on Alibaba.com, at <https://allshine.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at Room 513, No. 29, Shanghai West Road, Taicang, Suzhou, Jiangsu, China (Mainland).

20. Upon information and belief, Defendant Taizhou City Novia Tools Co., Ltd. is a merchant on Alibaba.com, at <https://noviatools.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at 105, 6 Bldg., No. 155, West Taihe Road, Jiaojiang Dist., Taizhou, Zhejiang, China (Mainland).

21. Upon information and belief, Defendant Taizhou Sanfine Tools Co., Ltd. is a merchant on Alibaba.com, at <https://sanfine.en.alibaba.com/>, where it offers for sale and/or sells

Infringing Products and with a principal place of business at Xiayang Village, Zhu'ao Town, Sanmen County, Taizhou, Zhejiang, China (Mainland).

22. Upon information and belief, Defendant Taizhou Tata Pneumatic Tools Co., Ltd. is a merchant on Alibaba.com, at <https://tatatool.en.alibaba.com/>, where it offers for sale and/or sells Infringing Products and with a principal place of business at No. 2251, Jingzhong Road, Hongjia, Jiaojiang Dist., Taizhou, Zhejiang, China (Mainland).

23. Upon information and belief, Defendant Tools Pro Store is a merchant on AliExpress.com, at <https://tools-pro.aliexpress.com>, where it offers for sale and/or sells Infringing Products and with a principal place of business in China.

GENERAL ALLEGATIONS

Plaintiff and Its Well-Known Consumer Products

24. Ideal Living Management, LLC ("Ideal Living") is a vertically integrated multi-channel marketer of consumer products specializing in direct response television advertising ("DRTV"), internet and retail sales. Ideal Living is dedicated to selling better products for a better life through a family of brands, and has been successfully conducting business through DRTV and retail since 1993, and is responsible for worldwide sales of products in excess of \$3 billion.

25. One of Ideal Living's most successful products is a paint sprayer with a simple, one-touch operation that cuts time and paint costs in half called Paint Zoom (the "Paint Zoom Product(s)"). The Paint Zoom Products' advanced spray technology delivers superior, one-coat coverage with no drip application for easy cleanup, and eliminates the need for rollers, brushes and paint trays.

26. The Paint Zoom Products were created by Actervis GmbH, which, with its affiliate Industex S.L., sought to commercialize the Paint Zoom Products through an exclusive licensing program (collectively, Actervis GmbH and Industex S.L. are hereinafter referred to as "Licensor").

27. Plaintiff Paint Zoom, an affiliate of Ideal Living, was established to commercialize the Paint Zoom Products through an exclusive licensing agreement with Licensor.

28. In May 2010, Paint Zoom entered into a "Product and Informercial License Agreement Paint Zoom" (the "Agreement") for the Paint Zoom Products with Licensor, whereby Paint Zoom obtained the exclusive rights to manufacture, promote and sell the Paint Zoom Products in the U.S. In October 2012, the Agreement was replaced by a license of the same name that amended and restated the exclusive license to Paint Zoom (the "Exclusive License"). The Exclusive License grants Paint Zoom the exclusive rights to the intellectual property associated with the Paint Zoom Products, described hereinbelow. At various times from May 2010 to the present, Paint Zoom and Licensor have amended and restated the terms of Paint Zoom's exclusive license, however, Paint Zoom's exclusive rights in and to the intellectual property associated with the Paint Zoom Products has continued, uninterrupted, at all times relevant hereto.

29. Plaintiff currently offers for sale two (2) separate Paint Zoom Products: the Paint Zoom Deluxe, which retails for \$99.99, and the Paint Zoom Pro, which retails for \$145.00.

30. In addition to the channels described above, Plaintiff also markets the Paint Zoom Products on websites dedicated to the Paint Zoom Products, available at www.paintzoom.com and www.trypaintzoom.com ("Paint Zoom Websites").

31. As a result of Plaintiff's extensive and ongoing advertising campaign for the Paint Zoom Products, Plaintiff's distinctive Paint Zoom Products have been extremely successful,

generating sales of hundreds of thousands of units representing tens of millions of dollars in sales from 2010 to the present.

32. While Plaintiff has gained significant common law trademark and other rights in the Paint Zoom Products through use, advertising and promotion, pursuant to the Exclusive License, Plaintiff has also protected its valuable rights by filing for and obtaining a federal trademark registration in connection with the same.

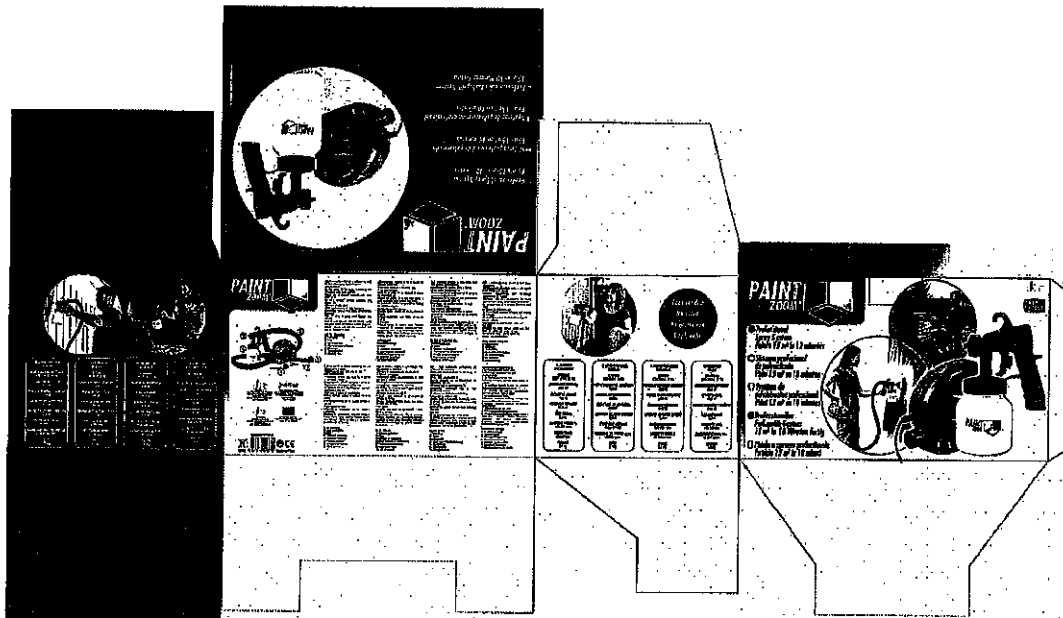
33. Plaintiff is the owner of U.S. Trademark Registration No. 3,967,782 for the wordmark "PAINT ZOOM" for goods in Class 7 (hereinafter referred to as the "Mark"). A true and correct copy of the certificate of registration for the Mark is attached hereto as **Exhibit A** and incorporated herein by reference. U.S. Trademark Registration No. 3,967,782 is valid, subsisting and incontestable.

34. The Mark is currently in use in commerce in connection with the Paint Zoom Products. The Mark was first used in commerce on or before the date of first use as reflected in the registration certificate attached hereto as **Exhibit A**.

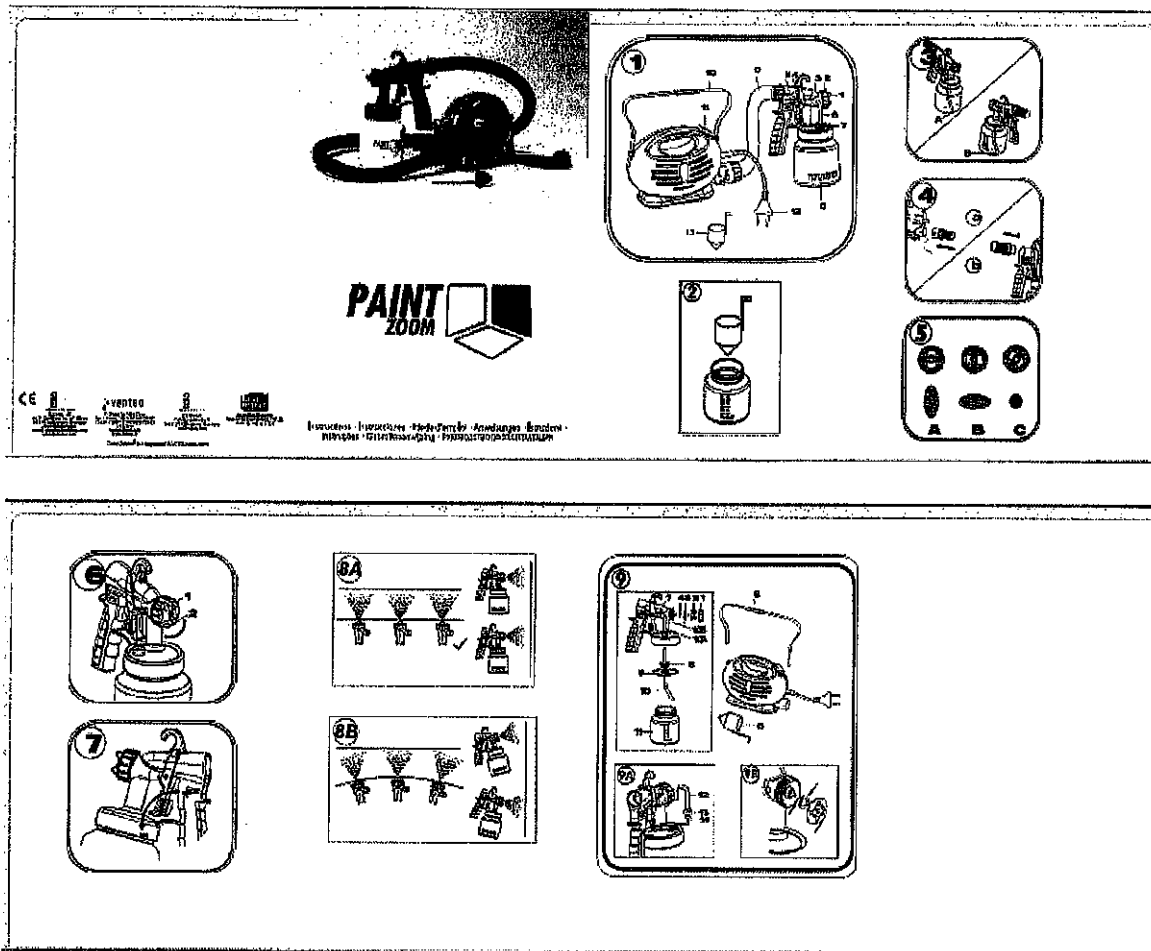
35. Licensor filed for and obtained multiple, registered copyrights related to the Paint Zoom Products.

36. The Paint Zoom Products are the subjects of the following, related U.S. Copyright Registrations (true and correct copies of the below detailed U.S. Copyright registration certificates for the Copyright Works are attached hereto as **Exhibit B** and incorporated herein by reference):

a. U.S Copyright Reg. No. TX 8-217-125 covering the Paint Zoom Packaging, as depicted beneath:



b. U.S. Copyright Reg. No. TX 8-419-169 covering the Paint Zoom Instruction Manual, as depicted beneath:



37. U.S. Copyright Reg. No. TX 8-217-125 and U.S. Copyright Reg. No. TX 8-419-169 are collectively referred to as the "Copyright Works." As owner of the Copyright Works, as a result of the Exclusive License, Licensor has granted exclusive rights in and to the Copyright Works to Plaintiff, and Plaintiff is the exclusive licensee of the Copyright Works.

38. Plaintiff has spent substantial time, money and effort in building up and developing consumer recognition, awareness and goodwill in the Paint Zoom Products, Mark and Copyright Works.

39. The success of the Paint Zoom Products is due in part to Plaintiff's marketing and promotional efforts, as described above.

40. Plaintiff's success is also due to its use of the highest quality materials and processes in making the Paint Zoom Products.

41. In addition, Plaintiff owes a substantial amount of the success of the Paint Zoom Products to its consumers, and word of mouth buzz that its consumers have generated.

42. As a result of Plaintiff's efforts, the quality of Plaintiff's products, and the word-of-mouth buzz generated by its consumers, the Mark, Copyright Works and Paint Zoom Products have become prominently placed in the minds of the public. Members of the public have become familiar with the Mark, Copyright Works and Paint Zoom Products, and have come to associate them exclusively with Plaintiff. Plaintiff has acquired a valuable reputation and goodwill among the public as a result of such association.

43. Plaintiff has gone through great lengths to protect its interests to the Paint Zoom Products, Mark and Copyright Works. No one other than Plaintiff is authorized to manufacture, import, export, advertise, offer for sale, or sell any goods utilizing the Mark or Copyright Works without the express permission of Licensor or Plaintiff.

The Digital Marketplaces, Defendants' User Accounts and Merchant Storefronts

44. Alibaba.com, AliExpress.com and DHgate.com are global online marketplaces which allow manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their wholesale and retail products originating from China directly to consumers worldwide and specifically to consumers residing in the U.S., including New York (hereinafter collectively referred to as the "Digital Marketplaces").

45. As the leaders of China's e-commerce and digital retail market, the Digital Marketplaces have generated hundreds of billions in sales worldwide.¹ International markets, including the U.S., make up a significant percentage of the Digital Marketplaces' sales. For example, in 2016, revenue from international retail sales grew by 25% on AliExpress.com to \$342 million and 15% on Alibaba.com to \$841 million.² The press reported that the growth in sales on AliExpress.com resulted from an increase in the number of buyers, particularly from the U.S., as well as other large countries like Russia and Brazil.³ Additionally, according to *Business Insider*, excluding China, the U.S. was among the top five countries with packages coming from Alibaba's marketplaces on the company's "Singles' Day" (often compared to the U.S.'s Cyber Monday) in 2015, which resulted in over \$14 billion in sales in one day.⁴ Further, DHgate.com offers 25 million consumer products from 1.2 million suppliers for sale on their platform and attributes over half of their sales to U.S. buyers alone.⁵

46. As recently addressed in the *Wall Street Journal*, *Fortune* and the *New York Times*,⁶ and as reflected in the federal lawsuits filed against sellers offering for sale and selling infringing

¹See Kenneth Rapoza, *Jack Ma's Alibaba Promises Huge Sales Boom, \$910 Billion In Merchandise Volume By 2020*, FORBES (Jun. 15, 2016), <http://www.forbes.com/sites/kenrapoza/2016/06/15/jack-ma-foretells-huge-sales-boom-for-chinese-e-commerce-giant-alibaba/#78d364486b52>.

²See Frank Tong, *Alibaba's annual web sales easily surpass U.S. e-retail sales*, DIGITALCOMMERCE360.COM (May 5, 2016), <https://www.internetretailer.com/2016/05/05/alibabas-annual-web-sales-easily-surpass-us-e-retail-sales>.

³See Frank Tong, *An Alibaba site sells \$4.5 billion in one year to consumers outside of China*, DIGITALCOMMERCE360.COM (Sept. 11, 2014), <https://www.internetretailer.com/2014/09/11/alibaba-site-sells-45-billion-one-year-consumers-outs>.

⁴See Bob Bryan, *Alibaba just proved it's more than just some Chinese company*, BUSINESS INSIDER (Nov. 15, 2015), <http://www.businessinsider.com/alibaba-international-expansion-2015-11>.

⁵See Nona Tepper, *U.S. buyers account for half the sales on Hong Kong-based wholesale site DHgate.com*, DIGITALCOMMERCE360, (Jun. 22, 2015), <https://www.internetretailer.com/2015/06/22/us-buyers-account-half-sales-dhgatecom>.

⁶See Kathy Chu, *Alibaba Vows Crackdown on Fakes Amid Trade Group Controversy*, WALL STREET JOURNAL (May 13, 2016), <http://www.wsj.com/articles/alibaba-vows-crackdown-on-fakes-amid-trade-group-controversy-1463127605?>; Scott Cendrowski, *Chinese Regulator Again Calls Out Alibaba for Counterfeit Goods*, FORTUNE (Aug. 10, 2016), <http://fortune.com/2016/08/11/alibaba-counterfeit-goods-regulator/>; see also Kathy Chu, *Alibaba Suspends From Anticounterfeiting Group*, WALL STREET JOURNAL (May 13, 2016), <http://www.wsj.com/articles/alibaba-suspended-from-anticounterfeiting-group-1463170527?tesla=y>; Michael Schuman, *A Small Table Maker Takes On*

and/or counterfeit products on the Digital Marketplaces,⁷ an astronomical number of counterfeit and infringing products are offered for sale and sold on the Digital Marketplaces at a rampant rate.

47. Defendants are individuals and/or businesses, who, upon information and belief, are located in China but conduct business in the U.S. and other countries by means of their User Accounts and Merchant Storefronts on the Digital Marketplaces.

48. Through their User Accounts and Merchant Storefronts, Defendants offer for sale and/or sell consumer products, including Infringing Products, and target and ship such products to customers located in the U.S., including New York, and throughout the world.

Defendants' Wrongful and Infringing Conduct

49. Particularly in light of Plaintiff's success with its popular Paint Zoom Products, as well as the reputation it has gained, Plaintiff and its Paint Zoom Products has become targets for unscrupulous individuals and entities who wish to take capitalize on the goodwill, reputation and fame Plaintiff has amassed in its Paint Zoom Products, Mark and the works embodied in the Copyright Works.

50. Plaintiff investigates and enforces against such activity, and through such efforts, learned of Defendants' actions which vary and include, but are not limited to: manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, and/or selling products bearing or used in connection with the Mark and/or Copyright Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Mark and/or

Alibaba's Flood of Fakes, N.Y. TIMES (Mar. 18, 2017), <https://www.nytimes.com/2017/03/18/business/alibaba-fake-merchandise-e-commerce.html>.

⁷ See Kathy Chu, *Luxury brands get tougher with counterfeiters – and Alibaba*, MARKETWATCH (Aug. 16, 2016), <http://www.marketwatch.com/story/luxury-brands-get-tough-with-counterfeiters-2016-08-16-91031611>; Gilian Wong, *Alibaba Sued Over Alleged Counterfeits*, WALL STREET JOURNAL (May 17, 2015), <http://www.wsj.com/articles/alibaba-sued-over-alleged-counterfeits-1431877734>; Scott Cendrowski, *There's no end in sight for Alibaba's counterfeit problem*, FORTUNE (May 18, 2015), <http://fortune.com/2015/05/18/theres-no-end-in-sight-for-alibabas-counterfeit-problem/>.

Copyright Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Mark and/or Copyright Works, and/or products that are identical or confusingly or substantially similar to Paint Zoom Products (collectively referred to as, “Infringing Product(s)” or “Counterfeit Product(s)”) to U.S. consumers (including those located in the state of New York) through Defendants’ User Accounts and Merchant Storefronts. Printouts of listings for Infringing Products from Defendants’ User Accounts and Merchant Storefronts are included in **Exhibit C** attached hereto and incorporated herein by reference.

51. Defendants are not and have never been authorized by Plaintiff, Licensor or any of their authorized agents to copy, manufacture, import, export, advertise, distribute, offer for sale, or sell any Paint Zoom Products or to use the Mark and/or Copyright Works, or any marks or artwork that are confusingly or substantially similar to the Mark or Copyright Works.

52. Defendants’ Infringing Products are nearly indistinguishable from Plaintiff’s Paint Zoom Products with only minor variations that no ordinary consumer would recognize.

53. Plaintiff retained New Alchemy Limited (“NAL”), a company that provides trademark infringement research services, to investigate and research manufacturers, wholesalers, retailers, and/or third-party merchants offering for sale and/or selling Infringing Products on the Digital Marketplaces.

54. During its investigation, NAL identified Defendants as offering for sale and/or selling Infringing Products and contacted Defendants through their respective User Accounts expressing interest in placing a bulk order for Infringing Products and inquiring about methods of payment. NAL also often requested the respective Defendant’s e-mail addresses. Printouts of NAL’s conversations with each of the Defendants are included in **Exhibit C** attached hereto and incorporated herein by reference.

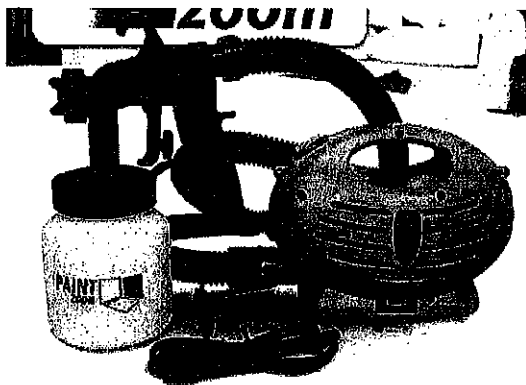
55. During its communications with Defendants, NAL specified a shipping address located in New York (the “New York Address”) and verified that each Defendant provides shipping to the New York Address. Printouts of the checkout pages, order forms, and/or pro forma invoices for the Infringing Products reflecting that Defendants agreed to ship Infringing Products to the New York Address are included in **Exhibit C** attached hereto and incorporated herein by reference.

56. NAL confirmed that each Defendant was and/or is still currently offering for sale and/or selling Infringing Products through their respective User Accounts and/or Merchant Storefronts, accepting payment for such Infringing Products in U.S. Dollars through various payment processing services and that each Defendant provides shipping and/or has actually shipped Infringing Products to the U.S., including to customers located in New York. NAL’s findings are supported by Defendants’ listings for Infringing Products, their communications with NAL, and/or the checkout pages, order forms, and/or pro forma invoices for the Infringing Products which are included in **Exhibit C** attached hereto and incorporated herein by reference.

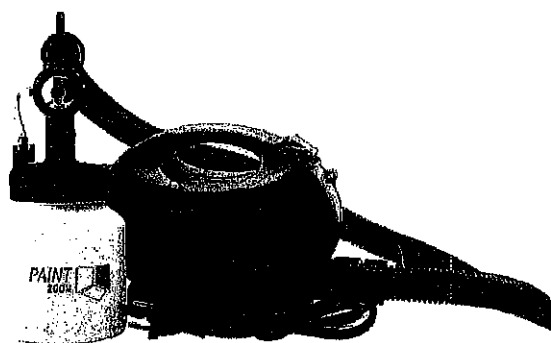
57. For example, below on the left is an image of one of Plaintiff’s Paint Zoom Products. Depicted beneath on the right is a listing for Defendant Tools Pro Store’s Infringing Product (“Tools Pro Infringing Product” and “Tools Pro Infringing Listing,” respectively). The Tools Pro Infringing Listing appears on Defendant Tools Pro Store’s Merchant Storefront, <https://www.aliexpress.com/item/Veconor-Electric-Paint-Sprayer-Air-Brush-Painting-Tool-Spray-Gun-for-car-wood-furniture-220V-650W/32838509874.html>, and offers the Tools Pro Infringing Product for \$57.40 per set, using, featuring and/or incorporating one or more of the Mark, Copyright Works and/or confusingly or substantially similar marks or artwork in the listing title “Veconor Electric Paint Sprayer Air Brush Painting Tool Spray Gun for car wood furniture

220V 650W 800ML” and in the descriptions and/or product images in the body of the listing. Further, the Tools Pro Infringing Product is virtually identical to Plaintiff’s Paint Zoom Product and features and/or incorporates one or more of the Copyright Works and Mark. There is no question that the Tools Pro Infringing Product is designed to confuse and mislead consumers into believing that they are purchasing Plaintiff’s Paint Zoom Product or that the Tools Pro Infringing Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Copyright Works and Mark:

AUTHENTIC

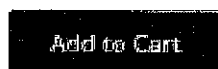


COUNTERFEIT



58. NAL has confirmed that Defendant Tools Pro Store offers shipping to New York, and a screenshot from the Tools Pro Infringing Listing, depicted below, confirms that Defendant Tools Pro Store offers free shipping to the U.S. and accepts payment in U.S. Dollars:

Shipping: Free Shipping to United States via AliExpress Premium Shipping 
Estimated Delivery Time: 10-15 days 
Quantity:  1  Set (17 Sets available)
Total Price: US \$60.99

59. By way of an additional example, below on the left is an image of one of Plaintiff's Paint Zoom Products. Depicted beneath on the right is a listing for Defendant Suzhou Allshine Imports & Exports Co., Ltd.'s Infringing Product ("Allshine Infringing Product" and "Allshine Infringing Listing," respectively). The Allshine Infringing Listing appears on Defendant Suzhou Allshine Imports & Exports Co., Ltd.'s Merchant Storefront, https://www.alibaba.com/product-detail/Best-Selling-High-Quality-Power-Tool_60656987070.html, and offers the Allshine Infringing Product for \$13.50 - \$15.00 per item, using, featuring and/or incorporating one or more of the Mark, Copyright Works and/or confusingly or substantially similar marks or artwork in the listing title, "Best Selling High Quality Power Tool Paint Sprayer Spray Gun" and in the descriptions and/or product images in the body of the listing. Further, the Allshine Infringing Product is virtually identical to Plaintiff's Paint Zoom Product and features and/or incorporates one or more of the Copyright Works and Mark. There is no question that the Allshine Infringing Product is designed to confuse and mislead consumers into believing that they are purchasing Plaintiff's Paint Zoom Product or that the Allshine Infringing Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Copyright Works and Mark:

AUTHENTIC



COUNTERFEIT



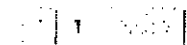
60. NAL has confirmed that Suzhou Allshine Imports & Exports Co., Ltd. offers shipping to New York, and a screenshot from the Allshine Infringing Listing, depicted below,

Transaction Details:

United States	79

This supplier has completed 1 transaction with buyers from United States.

Shipping Destination	Transaction Value	Transaction Date
United States	USD \$4,999.00	02/02/2016



61. By these dealings in Infringing Products (including, without limitation: copying, manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, and/or selling Infringing Products), Defendants have violated Plaintiff's exclusive rights in the Mark and/or Copyright Works granted to it by the Exclusive License, and have used images and designs that are confusingly and/or substantially similar to, identical to, and/or constitute counterfeiting and/or infringement of the Mark and Copyright Works in order to confuse consumers into believing that such Infringing Products are Paint Zoom Products and aid in the promotion and sales of their Infringing Products. Defendants' conduct began long after Plaintiff's adoption and use of the Mark and Copyright Works, after the U.S. registrations for the same were obtained and the associated rights in the Mark and Copyright Works were granted to Plaintiff by Licensor, as alleged above, and after Plaintiff's Paint Zoom Products, the Mark and the Copyright Works became well-known to the purchasing public.

62. Prior to and contemporaneous with their actions alleged herein, Defendants had knowledge of Plaintiff's exclusive rights in and to the Mark and Copyright Works, and of the fame

and incalculable goodwill associated therewith, and of the popularity and success of the Paint Zoom Products, and in bad faith adopted the Mark and Copyright Works.

63. Defendants have been engaging in the illegal counterfeiting and infringing actions, as alleged herein, knowingly and intentionally, or with reckless disregard or willful blindness to Plaintiff's rights, or in bad faith, for the purpose of trading on the goodwill and reputation of Plaintiff, the Mark, the Copyright Works, and Paint Zoom Products.

64. Defendants' dealings in Infringing Products, as alleged herein, has caused, and will continue to cause, confusion, mistake, economic loss and has, and will continue to deceive consumers, the public, and the trade with respect to the source or origin of Defendants' Infringing Products, thereby causing consumers to erroneously believe that such Infringing Products are licensed by or otherwise associated with Plaintiffs, thereby damaging Plaintiff.

65. In committing these acts, Defendants have, among other things, willfully and in bad faith committed the following, all of which have and will continue to cause irreparable harm to Plaintiff: infringed and counterfeited the Mark; infringed the Copyright Works; committed unfair competition; and unfairly and unjustly profited from such activities at Plaintiff's expense.

66. Unless enjoined, Defendants will continue to cause irreparable harm to Plaintiff.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**(Trademark Counterfeiting Under Sections 32, 34, and 35 of the Lanham Act,
15 U.S.C. §§ 1114(1)(b), 1116(d), and 1117(b)-(c))**

67. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

68. Pursuant to the terms of the Exclusive License, Plaintiff is the owner of all right and title to the Mark.

69. Plaintiff has continuously used the Mark in interstate commerce since at least as early as May 22, 2010.

70. Without Plaintiff's or Licensor's authorization or consent, with knowledge of Plaintiff's well-known and prior rights in the Mark, and with knowledge that Defendants' Counterfeit Products bear counterfeit marks, Defendants intentionally reproduced, copied, and/or colorably imitated the Mark and/or used spurious designations that are identical with, or substantially indistinguishable, from the Mark on or in connection with the manufacturing, import, export, advertising, marketing, promotion, distribution, display, offering for sale, and/or sale of Counterfeit Products.

71. Defendants have manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale, and/or sold their Counterfeit Products to the purchasing public in direct competition with Plaintiff, in or affecting interstate commerce, and/or have acted with reckless disregard of Plaintiff's rights in and to the Mark, through their participation in such activities

72. Defendants have applied their reproductions, counterfeits, copies, and colorable imitations of the Mark to packaging, point-of-purchase materials, promotions and/or advertisements intended to be used in commerce upon, or in connection with, the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, and/or selling of Defendants' Counterfeit Products, which is likely to cause confusion, mistake, and deception among the general purchasing public as to the origin of the Counterfeit Products, and is likely to deceive consumers, the public and the trade into believing that the Counterfeit Products sold by Defendants originate from, are associated with or are otherwise authorized by Plaintiff, thereby making substantial profits and gains to which they are not entitled in law or

equity.

73. Defendants' unauthorized use of the Mark on or in connection with the Counterfeit Products was done with notice and full knowledge that such use was not authorized or licensed by Plaintiff, Licensor or their authorized agents and with deliberate intent to unfairly benefit from the incalculable goodwill inherent in the Mark.

74. Defendants' actions constitute willful counterfeiting of the Mark in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d), and 1117(b)-(c).

75. As a direct and proximate result of Defendants' illegal actions alleged herein, Defendants have caused substantial monetary loss and irreparable injury and damage to Plaintiff, its business, its reputation, and its valuable rights in and to the Mark and the goodwill associated therewith, in an amount as yet unknown, but to be determined at trial, for which Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and its valuable Mark.

76. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions, as alleged herein, and all gains, profits, and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, treble damages, and/or statutory damages of up to \$2,000,000 per counterfeit mark per type of goods sold, offered for sale, or distributed, and reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
(Infringement of Registered Trademark)
[115 U.S.C. § 1114/Lanham Act § 32(a)]

77. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

78. Plaintiff has continuously used the Mark in interstate commerce since at least as early as May 22, 2010.

79. Plaintiff, pursuant to the terms of the Exclusive License and as the owner of all right, title and interest in and to the Mark, has standing to maintain an action for trademark infringement under 15 U.S.C. § 1114.

80. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiff is the owner of the federal trademark registration for the Mark.

81. Defendants did not seek, and therefore necessarily failed, to obtain consent or authorization from Plaintiff, as the registered trademark owner of the Mark, or from Licensor, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail, offer for sale, and/or sell Paint Zoom Products and/or related products bearing the Mark into the stream of commerce.

82. Defendants knowingly and intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold Infringing Products, bearing and/or utilizing marks that are reproductions, counterfeits, copies and/or colorable imitations of the Mark and/or which are identical or confusingly similar to the Mark.

83. Defendants knowingly and intentionally reproduced, copied, and colorably imitated the Mark and applied such reproductions, copies, or colorable imitations to packaging, wrappers, receptacles, online listings, and/or advertisements used in commerce upon, or in connection with, the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, and/or sale of Defendants' Infringing Products.

84. Defendants were, at the time they engaged in their illegal and infringing actions as alleged herein, actually aware that Plaintiff is the owner of all rights in and to the Mark.

85. Defendants' egregious and intentional use of the Mark in commerce on or in connection with Defendants' Infringing Products has caused, and is likely to continue to cause, actual confusion and mistake, and has deceived, and is likely to continue to deceive, the general purchasing public as to the source or origin of the Infringing Products, and is likely to deceive the public into believing that Defendants' Infringing Products are Plaintiff's Paint Zoom Products or are otherwise associated with, or authorized by Plaintiff.

86. Defendants' actions have been deliberate and committed with knowledge of Plaintiff's rights and goodwill in the Mark, as well as with bad faith and the intent to cause confusion, mistake, and deception.

87. Defendants' continued, knowing and intentional use of the Mark without Plaintiff's or Licensor's consent or authorization, constitutes intentional infringement of the federally registered Mark in violation of §32 of the Lanham Act, 15 U.S.C. § 1114.

88. As a direct and proximate result of Defendants' illegal and infringing actions as alleged herein, Plaintiff has suffered substantial monetary loss and irreparable injury, loss and damage to their business and their valuable rights in and to the Mark and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and its valuable Mark.

89. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions as alleged herein, and all gains, profits, and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, as well as other remedies provided by 15 U.S.C. §§ 1116, 1117, and 1118, and reasonable attorneys' fees

and costs.

THIRD CAUSE OF ACTION
(False Designation of Origin, Passing Off & Unfair Competition)
[15 U.S.C. § 1125(a)/Lanham Act § 43(a)]

90. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

91. Plaintiff, pursuant to the terms of the Exclusive License, as the owner of all right, title, and interest in and to the Mark, has standing to maintain an action for false designation of origin and unfair competition under the Federal Trademark Statute, Lanham Act § 43(a) (15 U.S.C. § 1125).

92. The Mark is inherently distinctive and/or have acquired distinctiveness.

93. Defendants knowingly and willfully used in commerce products and/or packaging designs that are identical or confusingly or substantially similar to, and constitute reproductions of the Mark and the Copyright Works, and affixed, applied and used false designations of origin and false and misleading descriptions and representations on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, and/or sale of Infringing Products, with the intent to cause confusion, cause mistake, and deceive the purchasing public into believing, in error, that Defendants' substandard Infringing Products are Paint Zoom Products or related products, and/or that Defendants' Infringing Products are authorized, sponsored, approved, endorsed, or licensed by Plaintiffs and/or that Defendants are affiliated, connected, or associated with Plaintiff, thereby creating a likelihood of confusion by consumers as to the source of such Infringing Products, and allowing Defendants to capitalize on the goodwill associated with, and the consumer recognition of, the Mark and the Copyright Works, to Defendants' substantial profit in blatant disregard of Plaintiff's rights.

94. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing Products, that are identical to, confusingly similar to or which constitute colorable imitations of Plaintiff's Paint Zoom Products using marks and/or artwork that is identical and/or confusingly or substantially similar to, or which constitute colorable imitations of the Mark and the Copyright Works, Defendants have traded off the extensive goodwill of Plaintiff and its Paint Zoom Products and did in fact induce, and intends to, and will continue to induce customers into purchasing Defendants' Infringing Products, thereby directly and unfairly competing with Plaintiff. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff and the Mark, which Plaintiff has amassed through its nationwide marketing, advertising, sales and consumer recognition.

95. Defendants knew, or by the exercise of reasonable care, should have known, that their adoption and commencement of, and continuing use in commerce of marks and artwork that are identical or confusingly or substantially similar to and constitute reproductions of the Mark and the Copyright Works would cause confusion, mistake, or deception among purchasers, users, and the public.

96. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive the purchasing public and with the intent to trade on the goodwill and reputation of Plaintiff, its Paint Zoom Products, the Mark and Copyright Works.

97. As a direct and proximate result of Defendants' aforementioned actions, Defendants have caused irreparable injury to Plaintiffs by depriving Plaintiff of sales of its Paint Zoom Products and by depriving Plaintiff of the value of the Mark and Copyright Works as

commercial assets in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately restrained, Defendants will continue to cause substantial and irreparable injury to Plaintiff and the goodwill and reputation associated with the value of the Mark and the Copyright Works.

98. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief as well as monetary damages and other remedies as provided by the Lanham Act, including damages that Plaintiff has sustained and will sustain as a result of Defendants' illegal and infringing actions as alleged herein, and all gains, profits, and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, and reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
(Federal Copyright Infringement)
[17 U.S.C. § 501(a)]

99. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

100. Licensor is the exclusive owner of the Copyright Works and pursuant to the terms of the Exclusive License, Plaintiff has been granted all exclusive rights by Licensor in and to the Copyright Works and to enforce and protect such rights in the U.S, and is the exclusive licensee of the Copyright Works.

101. Defendants had actual notice of Plaintiff's exclusive rights in and to the Copyright Works.

102. Defendants did not attempt and failed to obtain Plaintiff's or Licensor's consent or authorization to use, manufacture, reproduce, copy, display, prepare derivative works of, distribute, sell, transfer, rent, perform, and/or market Plaintiff's Paint Zoom Products and/or the Copyright Works.

103. Without permission, Defendants knowingly and intentionally reproduced, copied and displayed the Copyright Works by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, and/or selling Infringing Products which bear such Copyright Works, or artwork that is, at a minimum, substantially similar to the Copyright Works.

104. Defendants' unlawful and willful actions as alleged herein, constitute infringement of the Copyright Works, including Plaintiff's exclusive rights to reproduce, distribute and/or sell such Copyright Works in violation of 17 U.S.C. § 501(a).

105. Defendants' knowing and intentional copyright infringement, as alleged herein, has caused substantial and irreparable harm to Plaintiff in an amount as yet unknown but to be proven at trial, for which Plaintiff has no adequate remedy at law, and unless enjoined, Defendants will continue to cause, substantial and irreparable harm to Plaintiff.

106. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief, Plaintiff's actual damages and Defendants' profits in an amount to be proven at trial and enhanced discretionary damages for willful copyright infringement, and reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION
(Violation of Deceptive Acts and Practices Unlawful)
[N.Y. Gen. Bus. Law § 349]

107. Plaintiff repleads and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

108. Through Defendants' unlawful, unauthorized, and unlicensed use of the Mark and/or Copyright Works on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Infringing Products which are identical and/or confusingly or substantially

similar to Plaintiff's Paint Zoom Products, Defendants have engaged in consumer-oriented conduct that has adversely affected the public interest and has resulted in injury to consumers in New York.

109. Defendants' aforementioned conduct was and is a willful and deliberate attempt to mislead consumers and constitutes the use of deceptive acts or practices in the conduct of business, trade or commerce. Such conduct has deceived and materially misleads, or has a tendency to deceive and materially mislead, the consuming public and has injured, and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law §§ 349.

110. As a result of Defendants' actions alleged herein, Plaintiff has suffered, and will continue to suffer irreparable harm for which they have no adequate remedy at law.

111. Pursuant to N.Y. Gen. Bus. Law. § 349(h), Plaintiff is entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements, and attorneys' fees.

**SIXTH CAUSE OF ACTION
(False Advertising Unlawful)
[N.Y. Gen. Bus. Law § 350]**

112. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

113. Without the authorization of Plaintiff or Licensor, Defendants have used the Mark and/or Copyright Works and/or marks, and/or artwork and/or packaging designs that are identical and/or confusingly or substantially similar to the Mark and/or Copyright Works in connection with the advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing Products, which are identical and/or confusingly or substantially similar to Plaintiff's Paint Zoom Products, causing confusion, mistake, and deceiving

consumers and the public as to the source, origin, sponsorship, or quality of Defendants' Infringing Products.

114. Defendants' aforementioned willful and intentional conduct constitutes false advertising in the conduct of any business, trade or commerce and has injured, and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law § 350.

115. As a result of Defendants' actions alleged herein, Plaintiff has suffered, and will continue to suffer irreparable harm for which they have no adequate remedy at law.

116. Pursuant to N.Y. Gen. Bus. Law. § 350(e), Plaintiff is entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SEVENTH CAUSE OF ACTION
(Unfair Competition)
[New York Common Law]**

117. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

118. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing Products, Defendants have traded off the extensive goodwill of Plaintiff and its Paint Zoom Products to induce and did induce, and intends and will continue to induce customers to purchase their Infringing Products, thereby directly competing with Plaintiff. Such conduct has permitted, and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff which it has amassed through its nationwide marketing, advertising, sales and consumer recognition.

119. Defendants' advertising, marketing, promoting, distributing, displaying, offering

for sale, selling and/or otherwise dealing in the Infringing Products was and is in violation and derogation of Plaintiff's rights and is likely to cause confusion, cause mistake, and to deceive consumers and the public as to the source, origin, sponsorship, or quality of Defendants' Infringing Products.

120. Defendants knew, or by the exercise of reasonable care should have known, that their advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing Products and their continuing advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing Products would cause confusion, cause mistake or deceive purchasers, users and the public.

121. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive, in blatant disregard of Plaintiff's rights, and for the wrongful purpose of injuring Plaintiffs and their competitive position while benefiting Defendants.

122. As a direct and proximate result of Defendants' aforementioned wrongful actions, Plaintiff has been, and will continue to be, deprived of substantial sales of its Paint Zoom Products in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law, and Plaintiff has been, and will continue to be, deprived of the value of the Mark and Copyright Works as commercial assets, in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law.

123. As a result of Defendants' actions alleged herein, Plaintiff is entitled to injunctive relief, an order granting Plaintiff's damages, and Defendants' profits stemming from their infringing activities, and exemplary or punitive damages for Defendants' intentional misconduct.

**EIGHTH CAUSE OF ACTION
(Unjust Enrichment)
[New York Common Law]**

124. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

125. By virtue of the egregious and illegal acts of Defendants as described herein, Defendants have been unjustly enriched in an amount to be proven at trial.

126. Defendants' retention of monies gained through its deceptive business practices, infringement, acts of deceit and otherwise would serve to unjustly enrich Defendants and would be contrary to the interests of justice.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, inclusive, and each of them, as follows:

A. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a), enhanced discretionary damages under 15 U.S.C. § 1117(a)(3), and treble damages in the amount of a sum equal to three (3) times such profits or damages, whichever is greater, pursuant to 15 U.S.C. § 1117(b) for willfully and intentionally using a mark or designation, knowing such mark or designation is a counterfeit mark in violation of 15 U.S.C. § 1114(1)(a);

B. In the alternative to Defendants' profits and Plaintiff's actual damages, enhanced discretionary damages and treble damages for willful use of a counterfeit mark in connection with the sale, offering for sale, or distribution of goods or services, for statutory damages pursuant to 15 U.S.C. § 1117(c) in the amount of not more than \$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the

court considers just, which Plaintiff may elect prior to the rendering of final judgment;

C. For an award of Defendants' profits and Plaintiff's damages in an amount to be proven at trial for willful trademark infringement of its federally registered Mark, and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a);

D. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a) in an amount to be proven at trial and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) for false designation of origin and unfair competition under 15 U.S.C. § 1125(a);

E. For an award of Plaintiff's actual damages and Defendants' profits, pursuant to 17 U.S.C. § 504(b) in an amount to be proven at trial for willful copyright infringement of the Copyright Works under 17 U.S.C. § 501(a);

F. In the alternative to Plaintiff's actual damages and Defendants' profits for copyright infringement of the Copyright Works pursuant to 17 U.S.C. § 504(b), for statutory damages of up to \$150,000 per infringement pursuant to 17 USC § 504(c) for willful copyright infringement, which Plaintiff may elect prior to the rendering of final judgment;

G. For an award of damages in an amount to be proven at trial for deceptive acts and practices unlawful pursuant to N.Y. Gen. Bus. Law. § 349(h);

H. For an award of damages to be proven at trial for false advertising pursuant to N.Y. Gen. Bus. Law. § 350(e);

I. For an award of damages to be proven at trial for common law unfair competition;

J. For an award of damages in an amount to be proven at trial for unjust enrichment;

K. For a preliminary and permanent injunction by this Court enjoining and prohibiting

Defendants, or their agents, and any employees, agents, servants, officers, representatives, directors, attorneys, successors, affiliates, assigns, and entities owned or controlled by Defendants, and all those in active concert or participation with Defendants, and each of them who receives notice directly or otherwise of such injunction from:

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling, and/or otherwise dealing in the Infringing and/or Counterfeit Products;
- ii. directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation the Mark or Copyright Works;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Mark and Copyright Works to identify any goods or services not authorized by Plaintiff;
- iv. using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Mark and Copyright Works, or any other marks or artwork that are confusingly or substantially similar to the Mark and Copyright Works on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling, and/or otherwise dealing in the Infringing Products;
- v. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive

members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale, or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale, or sold by Defendants and Defendants' commercial activities by Plaintiff;

- vi. engaging in the unlawful, unfair, or fraudulent business acts or practices, including, without limitation, the actions described herein, including the of advertising and/or dealing in any Infringing Products;
- vii. engaging in any other actions that constitute unfair competition with Plaintiff;
- viii. engaging in any other act in derogation of Plaintiff's rights;
- ix. secreting, destroying, altering, removing, or otherwise dealing with the Infringing Products or any books or records that contain any information relating to manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling, and/or otherwise dealing in the Infringing Products;
- x. from secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Infringing Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to Defendants' User Accounts or Merchant Storefronts, any money, securities or other property or assets of Defendants (whether

said assets are located in the U.S. or abroad) ("Defendants' Assets") from or to accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefronts (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

- xi. from secreting, concealing, transferring, disposing of, withdrawing, encumbering, or paying any of Defendants' Assets from or to Defendants' Financial Accounts until further ordered by this Court
- xii. effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purposes of circumventing or otherwise avoiding the prohibitions set forth in any Final Judgment or Order in this action; and
- xiii. instructing, assisting, aiding or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (xii) above; and

L. For an order of the Court requiring that Defendants recall from any distributors and retailers and deliver up to Plaintiff for destruction any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of such distributors and retailers that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Mark or Copyright Works, or bear any marks that are confusingly or

substantially similar to the Mark and Copyright Works;

M. For an order of the Court requiring that Defendants deliver up for destruction to Plaintiffs any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation the Mark or Copyright Works, or bear any marks that are confusingly or substantially similar to the Mark and Copyright Works pursuant to 15 U.S.C. § 1118.

N. For an order from the Court requiring that Defendants provide complete accountings for any and all monies, profits, gains and advantages derived by Defendants from its manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, sale and/or otherwise dealing in the Infringing and/or Counterfeit Products as described herein, including prejudgment interest.

O. For an order from the Court that an asset freeze or constructive trust be imposed over any and all monies, profits, gains and advantages in Defendants' possession which rightfully belong to Plaintiff;

P. For an award of exemplary or punitive damages in an amount to be determined by the Court;

Q. For Plaintiff's reasonable attorneys' fees;

R. For all costs of suit; and

S. For such other and further relief as the Court may deem just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully demand a trial by jury on all claims.

Dated: January 9, 2018

Respectfully submitted,

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18 CV 153

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

PAINT ZOOM, LLC,
Plaintiff

v.

CHANGSHA GUMENG MACHINERY STORE,
 CHANGZHOU FIRSTRATE ELECTRICAL
 APPLIANCE CO., LTD., HGZS100 STORE,
 JILEI888, MR LI'S ELECTRIC KITCHEN
 APPLIANCE STORE, NINGBO ACE
 MACHINERY CO., LTD., NINGBO BRACE
 POWER TOOLS CO., LTD., NINGBO CONXIN
 MACHINERY & ELECTRIC CO., LTD., NINGBO
 JIANGDONG WINOS INTERNATIONAL TRADE
 CO., LTD., NINGBO LEUNIS ELECTRIC
 APPLIANCE CO., LTD., NINGBO MIND IMPORT
 & EXPORT CO., LTD., NINGBO WEIHAI
 ELECTRICAL CO., LTD., SHANGHAI DEMAY
 IMPORT & EXPORT CO., LTD., SUZHOU
 ALLSHINE IMPORTS & EXPORTS CO., LTD.,
 TAIZHOU CITY NOVIA TOOLS CO., LTD.,
 TAIZHOU SANFINE TOOLS CO., LTD.,
 TAIZHOU TATA PNEUMATIC TOOLS CO.,
 LTD., and TOOLS PRO STORE,
Defendants

CIVIL ACTION No.

1) TEMPORARY
 RESTRAINING ORDER; 2)
 ORDER TO SHOW CAUSE
 WHY A PRELIMINARY
 INJUNCTION SHOULD NOT
 ISSUE; 3) ASSET
 RESTRAINING ORDER; 4)
 ORDER AUTHORIZING
 ALTERNATIVE SERVICE BY
 ELECTRONIC MEANS AND 5)
 ORDER AUTHORIZING
 EXPEDITED DISCOVERY

FILED UNDER SEAL

On this day, the Court considered Plaintiff's *ex parte* application for the following: 1) a temporary restraining order; 2) an order to show cause why a preliminary injunction should not issue; 3) an asset restraining order; 4) an order authorizing alternative service by electronic mail and 5) an order authorizing expedited discovery against Defendants Changsha Gumeng Machinery Store, Changzhou Firstrate Electrical Appliance Co., Ltd., hgzs100 Store, jilei888, Mr Li's Electric Kitchen Appliance Store, Ningbo ACE Machinery Co., Ltd., Ningbo Brace Power Tools Co., Ltd., Ningbo Conxin Machinery & Electric Co., Ltd., Ningbo Jiangdong Winos International Trade Co., Ltd., Ningbo Leunis Electric Appliance Co., Ltd., Ningbo Mind Import & Export Co., Ltd., Ningbo Weihai Electrical Co., Ltd., Shanghai Demay Import & Export Co., Ltd., Suzhou Allshine Imports & Exports Co., Ltd., Taizhou City Novia Tools Co., Ltd., Taizhou Sanfine Tools Co., Ltd., Taizhou Tata Pneumatic Tools Co., Ltd. and Tools Pro Store (hereinafter collectively referred to as "Defendants" or individually as "Defendant") in light of Defendants' intentional and willful offerings for sale and/or sales of Counterfeit Products (as defined *infra*) ("Application"). A complete list of Defendants is attached hereto as **Schedule A**. Having reviewed the Application, the Declarations of Jessica Arnaiz, Greg Sinderbrand and Spencer Wolfgang, along with the exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

FACTUAL FINDINGS & CONCLUSIONS OF LAW¹

1. Ideal Living Management, LLC ("Ideal Living") is a vertically integrated multi-channel marketer of consumer products specializing in direct response television advertising ("DRTV"), internet and retail sales. Ideal Living is dedicated to selling better products for a better

¹ Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Complaint or Application.

life through a family of brands, and has been successfully conducting business through DRTV and retail since 1993, and is responsible for worldwide sales of products in excess of \$3 billion;

2. One of Ideal Living's most successful products is a paint sprayer with a simple, one-touch operation that cuts time and paint costs in half called Paint Zoom (the "Paint Zoom Product(s)"). The Paint Zoom Products' advanced spray technology delivers superior, one-coat coverage with no drip application for easy cleanup, and eliminates the need for rollers, brushes and paint trays. Plaintiff Paint Zoom, LLC ("Paint Zoom") currently offers for sale two (2) separate Paint Zoom Products: the Paint Zoom Deluxe, which retails for \$99.99, and the Paint Zoom Pro, which retails for \$145.00;

3. The Paint Zoom Products were created by Actervis GmbH, which, with its affiliate Industex S.L., sought to commercialize the Paint Zoom Products through an exclusive licensing program (collectively, Actervis GmbH and Industex S.L. are hereinafter referred to as "Licensor");

4. Paint Zoom, an affiliate of Ideal Living, was established to commercialize the Paint Zoom Products through an exclusive licensing agreement with Licensor;

5. In May 2010, Paint Zoom entered into a "Product and Informercial License Agreement Paint Zoom" (the "Agreement") for the Paint Zoom Products with Licensor, whereby Paint Zoom obtained the exclusive rights to manufacture, promote and sell the Paint Zoom Products in the U.S. In October 2012, the Agreement was replaced by a license of the same name that amended and restated the exclusive license to Paint Zoom (the "Exclusive License"). The Exclusive License grants Paint Zoom the exclusive rights to the intellectual property associated with the Paint Zoom Products, described hereinbelow. At various times from May 2010 to the present, Paint Zoom and Licensor have amended and restated the terms of Paint Zoom's exclusive

license, however, Paint Zoom's exclusive rights in and to the intellectual property associated with the Paint Zoom Products has continued, uninterrupted, at all times relevant hereto;

6. Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling infringing and/or counterfeit products bearing and/or using the Mark (as defined *infra*) and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Mark and/or displaying and/or incorporating the Copyright Works (as defined *infra*) and/or works that are substantially similar to, identical to and constitute infringement of the Copyright Works ("Counterfeit Products" or "Infringing Products") through accounts with the Digital Marketplaces (as defined *infra*) held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("User Accounts") on the Alibaba.com, AliExpress.com and DHGate.com online marketplace platforms ("Digital Marketplaces") (see **Schedule A** for links to Defendants' Merchant Storefronts (as defined *infra*) and listings for Counterfeit Products);

7. Pursuant to the Exclusive License, Plaintiff is the owner of U.S. Trademark Registration No.: 3,967,782 for the wordmark "PAINT ZOOM" for goods in Class 7 (hereinafter referred to as the "Mark"). U.S. Trademark Registration No. 3,967,782 is valid, subsisting and incontestable.

8. Licensor filed for an obtained multiple, registered copyrights related to the Paint Zoom Products. Licensor is the owner of the following U.S. Copyright Registrations Nos.: TX 8-217-125 covering the Paint Zoom Packaging and TX 8-419-169 covering the Paint Zoom Instruction Manual (collectively referred to as the "Copyright Works");

9. As owner of the Copyright Works, as a result of the Exclusive License, Licensor has granted exclusive rights in and to the Copyright Works to Plaintiff, and Plaintiff is the exclusive licensee of the Copyright Works;

10. Defendants are not, nor have they ever been, authorized distributors or licensees of the Paint Zoom Products. Neither Plaintiff, Licensor, nor any of Plaintiff's or Licensor's authorized agents have consented to Defendants' use of the Mark and/or Copyright Works, nor have Plaintiff or Licensor consented to Defendants' use of any identical or confusingly similar marks or artwork;

11. Plaintiff is likely to prevail on its Lanham Act claims, copyright infringement claims and related state law claims at trial;

12. As a result of Defendants' infringements, Plaintiff, as well as consumers, is likely to suffer an immediate and irreparable loss, damage and injury before Defendants can be heard in opposition, unless Plaintiff's Application for *ex parte* relief is granted:

- a. Defendants have offered for sale and sold substandard Counterfeit Products that infringe the Mark and/or Copyright Works;
- b. Plaintiff has well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in the consequent injury to Plaintiff's reputation and goodwill; and that Plaintiff may suffer loss of sales for its Paint Zoom Products; and
- c. Plaintiff's well-founded fears that if it proceeds on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe

the Mark and/or Copyright Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Plaintiff's claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the Mark and/or Copyright Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of Counterfeit Products or other goods infringing the Mark and/or Copyright Works and records relating thereto that are in their possession or under their control and/or (iv) open new User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefront(s)") including, without limitation, those owned and operated, directly or indirectly, by the Third Party Service Providers (as defined *infra*) and the Financial Institutions on the Digital Marketplaces, as well as any and all platforms and/or entities identified as a result of any expedited discovery order entered in the Lawsuit, under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence;

13. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, its business, the goodwill and reputation built up in and associated with the Mark and Copyright Works and to Plaintiff's reputation if a temporary restraining order is not issued;

14. Public interest favors issuance of the temporary restraining order in order to protect Plaintiff's interests in and to the Mark and Copyright Works, and to protect the public from being deceived and defrauded by Defendants' passing off of their substandard Counterfeit Products as Paint Zoom Products;

15. Plaintiff has not publicized its request for a temporary restraining order in any way;

16. Service on Defendants via electronic means, including the delivery of copies of the Summons and Complaint, together with all documents filed in support of Plaintiff's Application by (i) e-mail or (ii) messaging through Defendants' User Accounts and by publication of links to the same on a website accessible to Defendants, is reasonably calculated to result in proper notice to Defendants.

17. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the Mark and/or the Copyright Works. Therefore, good cause exists for granting Plaintiff's request for an asset restraining order. It typically takes noticed Financial Institutions (as defined *infra*) and/or online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by Alibaba and DHgate, such as Alibaba.com, AliExpress.com and DHgate.com ("Third Party Service Providers") a minimum of five (5) days to locate, attach and freeze Defendants' Assets (as defined *infra*) and/or Defendants' Financial

Accounts (as defined *infra*). As such, in its order, the Court should allow enough time for the Financial Institutions and/or Third Party Service Providers to freeze Defendants' Assets and Financial Accounts before requiring service on Defendants.

18. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiff the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. Therefore, good cause exists for granting Plaintiff's request for expedited discovery.

ORDER

Based on the foregoing findings of fact and conclusions of law, Plaintiff's Application is hereby **GRANTED** as follows (the "Order"):

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them (regardless of whether located in the U.S. or abroad), who receive actual notice of this Order, including, without limitation, any: (1) banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com and Aliexpress.com ("Alibaba") and Dunhuang Group d/b/a DHgate.com ("DHgate") payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group or DHpay.com), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants ("Financial Institutions") and (2) Alibaba.com, AliExpress.com and DHgate.com, as well as those platforms and/or entities identified as a

result of any expedited discovery order entered in the Lawsuit ("Third Party Service Providers") (hereinafter collectively referred to as the "Restrained Persons"), are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Plaintiff's Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) from manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Marks and/or incorporating the Copyright Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Copyright Works;
- 2) from communicating, directly or indirectly, with any person or persons: (i) from whom Defendants purchased or obtained any Counterfeit Products; (ii) to whom Defendants sold or offered to sell such Counterfeit Products or (iii) of whom Restrained Persons know, or reasonably believe, to possess, control or have access to any such Counterfeit Products;
- 3) from secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to the Defendants' User Accounts, Merchant Storefronts, Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

- 4) from secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as "Defendants' Assets") from or to accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") until further ordered by this Court;
- 5) from effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order;
- 6) from, within five (5) days after receiving actual notice of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- 7) from knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(6) above.

**II. Order to Show Cause Why A Preliminary Injunction
Should Not Issue And Order Of Notice**

A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 11B of the United States District Court for the Southern District of New York at 500 Pearl Street/40 Foley

Square, New York, New York on February 2nd, 2018 at 3:30 p.m.

or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue restraining and enjoining the Restrained Persons from engaging in any of the following acts or omissions pending the final hearing and determination of this action:

- 1) from manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Mark and/or incorporating the Copyright Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Copyright Works;
- 2) from directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Mark or Copyright Works;
- 3) from using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Mark and Copyright Works to identify any goods or services not authorized by Plaintiff;
- 4) from using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Mark and Copyright Works, or any other marks or artwork that are confusingly or substantially similar to the Mark and Copyright Works, on or in connection with Defendants' manufacturing,

- importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- 5) from using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiff;
 - 6) from secreting, concealing, destroying, altering, selling off, transferring, or otherwise disposing of and/or dealing with: (i) Counterfeit Products and (ii) any computer files, data, business records, documents, or any other records or evidence relating to the Defendants' User Accounts, Defendants' Merchant Storefronts, Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
 - 7) from secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or Defendants' Financial Accounts until further ordered by this Court;
 - 8) from providing services to Defendants, Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts;

- 9) from effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in any preliminary injunction ordered by the Court in this Action;
- 10) from knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs II(A)(1) through II(A)(9) above.

B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Plaintiffs' counsel by delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42nd Street, Suite 2520, New York, NY 10165, Attn: Jason M. Drangel

✓ on or before January 19, 2018. Plaintiffs shall file any Reply papers on or
✓ before January 26, 2018.

C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to FRCP 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

A. IT IS FURTHER ORDERED pursuant to FRCP 64 and 65 and CPLR 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order, all Financial Institutions and Third Party Service Providers, including, but not

limited to, those identified in **Schedule A** who receive actual notice of this Order, shall locate and attach Defendants Financial Accounts, and shall provide written confirmation of such attachment to Plaintiff's counsel; and

- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of notice of this Order all Financial Institutions and Third Party Service Providers, including but not limited to, those identified in **Schedule A** who receive actual notice of this Order, shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff and/or Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts.

IV. Order Authorizing Alternative Service by Electronic Means

- A. IT IS FURTHER ORDERED pursuant to FRCP 4(f)(3), as sufficient cause has been shown, that service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:

- 1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order or (ii) a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order to

Defendants' e-mail addresses, as identified in **Schedule A** or may otherwise be determined; or

- 2) delivery of a message to Defendants through the same means that Plaintiff's agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, notifying Defendants that an action has been filed against them in this Court and providing a link to a secure website (such as Dropbox.com, NutStore.com or a large mail link created through RPost.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within two (2) days of the Financial Institutions' and Third Party Service Providers' compliance with **Paragraph III(A)** of this Order, but in any event, shall be made no later than ten (10) days from the date of this Order.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons in the name of "Changsha Gumeng Machinery Store and all other Defendants identified in the Complaint" that will apply to all Defendants.

D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following Financial Institutions and Third Party Service Providers if it is completed by the following means:

- 1) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal will be able to download a PDF copy of this Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com.

- 2) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alipay will be able to download a PDF copy of this Order via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at benjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com.
- 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this Order via electronic mail to Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at jacqueline.ko@alibaba-inc.com
- 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where DHgate (including DHPay.com) will be able to download a PDF copy of this Order via electronic mail to the counsel for DHgate at slucks@fishkinlucks.com.
- 5) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this Order via electronic mail to Mr. Ari Kohn, Investigations Lead, Payoneer, at ariko@payoneer.com, and to Payoneer's Customer Service Management at customerservicemanager@payoneer.com, and (iii) a true and correct copy of this Order via Federal Express addressed to Payoneer, Payoneer's Legal Department, 150 West 30th Street, New York, NY 10001.

V. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days after receiving notice of this Order, each Defendant, or other person served, shall serve upon Plaintiff or Plaintiff's counsel a written report under oath providing:
 - a. their true name and physical address;

- b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - c. the complete sales records for any and all sales of Counterfeit Products, including number of units sold, the price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
 - d. the account details for any and all of Defendants' Financial Accounts, including the account numbers and current account balances; and
 - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.
- 2) Plaintiff may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.
- 3) Plaintiff may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who receive actual notice of this Order shall provide Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:
 - a. account numbers;
 - b. current account balances;
 - c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including names, addresses and contact information;
 - d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
 - e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
 - f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Third Party Service Providers who receive actual notice of this Order shall provide to Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
 - a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;
 - b. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them;
 - c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and

- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Mark and/or marks that are confusingly similar to, identical to, and constitute an infringement of the Mark and/or incorporating the Copyright Works and/or artwork that is substantially similar to, identical to and constitutes infringement of the Copyright Works.

VI. Security Bond

- ✓ A. IT IS FURTHER ORDERED that Plaintiff shall place security in the amount of five thousand Dollars (5,000) with the Court, which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

- A. IT IS FURTHER ORDERED that Plaintiff's Complaint and exhibits attached thereto, and Plaintiff's *ex parte* Application and the Declarations of Jessica Arnaiz, Greg Sinderbrand and Spencer Wolfgang in support thereof and the exhibits attached thereto and this Order shall remain sealed until further ordered by the Court.

SO ORDERED.

SIGNED this 11th day of January, 2018, at 12:50 p.m.

Victor Marrero
UNITED STATES DISTRICT JUDGE

RECOMMENDATIONS

[illegible]

ABSTRACT

17	Shanghai Dingsheng Import & Export Co., Ltd.	alibaba.com	Direct Mail@haimail.com	http://www.alibaba.com/product-detail/High-Quality-Power-Adapter-500W-600W-700W-800W-900W-1000W-1100W-1200W-1300W-1400W-1500W-1600W-1700W-1800W-1900W-2000W-2100W-2200W-2300W-2400W-2500W-2600W-2700W-2800W-2900W-3000W-3100W-3200W-3300W-3400W-3500W-3600W-3700W-3800W-3900W-4000W-4100W-4200W-4300W-4400W-4500W-4600W-4700W-4800W-4900W-5000W-5100W-5200W-5300W-5400W-5500W-5600W-5700W-5800W-5900W-6000W-6100W-6200W-6300W-6400W-6500W-6600W-6700W-6800W-6900W-7000W-7100W-7200W-7300W-7400W-7500W-7600W-7700W-7800W-7900W-8000W-8100W-8200W-8300W-8400W-8500W-8600W-8700W-8800W-8900W-9000W-9100W-9200W-9300W-9400W-9500W-9600W-9700W-9800W-9900W-10000W-10100W-10200W-10300W-10400W-10500W-10600W-10700W-10800W-10900W-11000W-11100W-11200W-11300W-11400W-11500W-11600W-11700W-11800W-11900W-12000W-12100W-12200W-12300W-12400W-12500W-12600W-12700W-12800W-12900W-13000W-13100W-13200W-13300W-13400W-13500W-13600W-13700W-13800W-13900W-14000W-14100W-14200W-14300W-14400W-14500W-14600W-14700W-14800W-14900W-15000W-15100W-15200W-15300W-15400W-15500W-15600W-15700W-15800W-15900W-16000W-16100W-16200W-16300W-16400W-16500W-16600W-16700W-16800W-16900W-17000W-17100W-17200W-17300W-17400W-17500W-17600W-17700W-17800W-17900W-18000W-18100W-18200W-18300W-18400W-18500W-18600W-18700W-18800W-18900W-19000W-19100W-19200W-19300W-19400W-19500W-19600W-19700W-19800W-19900W-20000W-20100W-20200W-20300W-20400W-20500W-20600W-20700W-20800W-20900W-21000W-21100W-21200W-21300W-21400W-21500W-21600W-21700W-21800W-21900W-2200W-22100W-22200W-22300W-22400W-22500W-22600W-22700W-22800W-22900W-23000W-23100W-23200W-23300W-23400W-23500W-23600W-23700W-23800W-23900W-24000W-24100W-24200W-24300W-24400W-24500W-24600W-24700W-24800W-24900W-25000W-25100W-25200W-25300W-25400W-25500W-25600W-25700W-25800W-25900W-26000W-26100W-26200W-26300W-26400W-26500W-26600W-26700W-26800W-26900W-27000W-27100W-27200W-27300W-27400W-27500W-27600W-27700W-27800W-27900W-28000W-28100W-28200W-28300W-28400W-28500W-28600W-28700W-28800W-28900W-29000W-29100W-29200W-29300W-29400W-29500W-29600W-29700W-29800W-29900W-30000W-30100W-30200W-30300W-30400W-30500W-30600W-30700W-30800W-30900W-31000W-31100W-31200W-31300W-31400W-31500W-31600W-31700W-31800W-31900W-32000W-32100W-32200W-32300W-32400W-32500W-32600W-32700W-32800W-32900W-33000W-33100W-33200W-33300W-33400W-33500W-33600W-33700W-33800W-33900W-34000W-34100W-34200W-34300W-34400W-34500W-34600W-34700W-34800W-34900W-35000W-35100W-35200W-35300W-35400W-35500W-35600W-35700W-35800W-35900W-36000W-36100W-36200W-36300W-36400W-36500W-36600W-36700W-36800W-36900W-37000W-37100W-37200W-37300W-37400W-37500W-37600W-37700W-37800W-37900W-38000W-38100W-38200W-38300W-38400W-38500W-38600W-38700W-38800W-38900W-39000W-39100W-39200W-39300W-39400W-39500W-39600W-39700W-39800W-39900W-40000W-40100W-40200W-40300W-40400W-40500W-40600W-40700W-40800W-40900W-41000W-41100W-41200W-41300W-41400W-41500W-41600W-41700W-41800W-41900W-42000W-42100W-42200W-42300W-42400W-42500W-42600W-42700W-42800W-42900W-43000W-43100W-43200W-43300W-43400W-43500W-43600W-43700W-43800W-43900W-44000W-44100W-44200W-44300W-44400W-44500W-44600W-44700W-44800W-44900W-45000W-45100W-45200W-45300W-45400W-45500W-45600W-45700W-45800W-45900W-46000W-46100W-46200W-46300W-46400W-46500W-46600W-46700W-46800W-46900W-47000W-47100W-47200W-47300W-47400W-47500W-47600W-47700W-47800W-47900W-48000W-48100W-48200W-48300W-48400W-48500W-48600W-48700W-48800W-48900W-49000W-49100W-49200W-49300W-49400W-49500W-49600W-49700W-49800W-49900W-50000W-50100W-50200W-50300W-50400W-50500W-50600W-50700W-50800W-50900W-51000W-51100W-51200W-51300W-51400W-51500W-51600W-51700W-51800W-51900W-52000W-52100W-52200W-52300W-52400W-52500W-52600W-52700W-52800W-52900W-53000W-53100W-53200W-53300W-53400W-53500W-53600W-53700W-53800W-53900W-54000W-54100W-54200W-54300W-54400W-54500W-54600W-54700W-54800W-54900W-55000W-55100W-55200W-55300W-55400W-55500W-55600W-55700W-55800W-55900W-56000W-56100W-56200W-56300W-56400W-56500W-56600W-56700W-56800W-56900W-57000W-57100W-57200W-57300W-57400W-57500W-57600W-57700W-57800W-57900W-58000W-58100W-58200W-58300W-58400W-58500W-58600W-58700W-58800W-58900W-59000W-59100W-59200W-59300

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PAINT ZOOM, LLC,
Plaintiff

v.

CHANGSHA GUMENG MACHINERY STORE,
CHANGZHOU FIRSTRATE ELECTRICAL APPLIANCE
CO., LTD., HGZS100 STORE, JILEI888, MR LI'S
ELECTRIC KITCHEN APPLIANCE STORE, NINGBO
ACE MACHINERY CO., LTD., NINGBO BRACE POWER
TOOLS CO., LTD., NINGBO CONXIN MACHINERY &
ELECTRIC CO., LTD., NINGBO JIANGDONG WINOS
INTERNATIONAL TRADE CO., LTD., NINGBO LEUNIS
ELECTRIC APPLIANCE CO., LTD., NINGBO MIND
IMPORT & EXPORT CO., LTD., NINGBO WEIHAI
ELECTRICAL CO., LTD., SHANGHAI DEMAY IMPORT
& EXPORT CO., LTD., SUZHOU ALLSHINE IMPORTS &
EXPORTS CO., LTD., TAIZHOU CITY NOVIA TOOLS
CO., LTD., TAIZHOU SANFINE TOOLS CO., LTD.,
TAIZHOU TATA PNEUMATIC TOOLS CO., LTD., and
TOOLS PRO STORE,

Defendants

18-cv-153 (VM)

PRELIMINARY
INJUNCTION ORDER

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 2/23/18

WHEREAS, Plaintiff Paint Zoom, LLC ("Paint Zoom" or "Plaintiff"), having moved *ex parte* on January 9, 2018 against Defendants Changsha Gumeng Machinery Store, Changzhou Firstrate Electrical Appliance Co., Ltd., hgzs100 Store, jilei888, Mr Li's Electric Kitchen Appliance Store, Ningbo ACE Machinery Co., Ltd., Ningbo Brace Power Tools Co., Ltd., Ningbo Conxin Machinery & Electric Co., Ltd., Ningbo Jiangdong Winos International Trade Co., Ltd., Ningbo Leunis Electric Appliance Co., Ltd., Ningbo Mind Import & Export Co., Ltd., Ningbo Weihai Electrical Co., Ltd., Shanghai Demay Import & Export Co., Ltd., Suzhou Allshine Imports & Exports Co., Ltd., Taizhou City Novia Tools Co., Ltd., Taizhou Sanfine Tools Co., Ltd., Taizhou Tata Pneumatic Tools Co., Ltd. and Tools Pro Store (hereinafter collectively referred to as "Defendants" or individually as "Defendant") in light of Defendants' intentional and willful offering for sale and/or sales of Counterfeit Products, for an order to seal file, a temporary restraining order, an order to show cause why a preliminary injunction should not issue, an asset restraining order, an order authorizing alternative service by electronic mail and an order authorizing expedited discovery ("Application");

WHEREAS, the Court entered an Order on January 11, 2018 (the "TRO") granting Plaintiff's Application;

WHEREAS, on January 17, 2018, the Court entered an Order rescheduling the Order to Show Cause Hearing from February 2, 2018 to February 23, 2018 (the "January 17, 2018 Rescheduling Order");

WHEREAS, on January 18, 2018, pursuant to the terms of the TRO, Defendants were served with copies of the TRO together with the Summons and Complaint and all papers filed in support of Plaintiff's Application seeking the TRO; and

WHEREAS, on January 18, 2018, Defendants were also served with copies of the January 17, 2018 Rescheduling Order.

ORDER

1. The injunctive relief previously granted in the TRO shall remain in place through the pendency of this litigation, and issuing this Preliminary Injunction Order (hereinafter, "PI Order") is warranted under Federal Rule of Civil Procedure 65 and Section 34 of the Lanham Act. Accordingly, Defendants, their respective officers, employees, agents and servants, and all persons in active concert or under direction of Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this PI Order, including, without limitation, (1) banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com and Aliexpress.com ("Alibaba") and Dunhuang Group d/b/a DHgate.com ("DHgate") payment services (e.g., Alipay.com Co., Ltd. Ant Financial Services Group or DHpay.com), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants ("Financial Institutions") and (2) Alibaba.com, AliExpress.com and DHgate.com, as well as those platforms and/or entities identified as a result of any expedited discovery order entered in the Lawsuit ("Third Party Service Providers") (Financial Institutions and Third Party Service Providers are hereinafter collectively referred to as the "Restrained Persons"), are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the final hearing and determination of this action or until further order of the Court:

a) manufacturing, importing, exporting, advertising, marketing, promoting, distributing,

displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Mark and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Mark and/or incorporating the Copyright Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Copyright Works;

- b) directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Mark and Copyright Works;
- c) using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Mark and Copyright Works, to identify any goods or services not authorized by Plaintiff;
- d) using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the Mark and Copyright Works or any other marks or artwork that are confusingly or substantially similar to the Mark and Copyright Works on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products;
- e) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin,

sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants; and Defendants' commercial activities and Plaintiff;

- f) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to the Defendants' User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("Merchant Storefronts"), Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- g) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as "Defendants' Assets") from or to accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") until further ordered by this Court;
- h) effecting assignments or transfers, forming new entities or associations, or creating

and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this PI Order;

- i) providing services to Defendants, Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
 - j) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs (a) through (i) above.
2. As sufficient cause has been shown, the asset restraint granted in the TRO shall remain in place through the pendency of this litigation, including that:
- a) within seven (7) days of receipt of notice of this PI Order, all Restrained Persons, including but not limited to those identified in **Schedule A**, who receive actual notice of this PI Order, shall locate and attach Defendants' Financial Accounts, and shall provide written confirmation of such attachment to Plaintiff's counsel; and
 - b) within seven (7) days of receipt of notice of this PI Order, all Restrained Persons, including but not limited to those identified in **Schedule A**, who receive actual notice of this PI Order, shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial

Accounts.

3. As sufficient cause has been shown, the expedited discovery previously granted in the TRO shall remain in place through the pendency of this litigation, including that:

a) within fourteen (14) days after receiving notice of this PI Order, each Defendant shall serve upon Plaintiff or Plaintiff's counsel a written report under oath, providing:

- i. their true name and physical address;
- ii. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
- iii. the complete sales records for any and all sales of Counterfeit Products, including number of units sold, price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
- iv. the account details for any and all of Defendants' Financial Accounts, including the account numbers and current account balances; and
- v. the steps taken by each Defendant, or other person served to comply with the above.

b) Plaintiff may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them who receive actual notice of this PI Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.

- c) Plaintiff may serve requests for the production of documents pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this PI Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff or Plaintiff's counsel.
- d) Within fourteen (14) days after receiving notice of this PI Order, all Financial Institutions who receive actual notice of this PI Order, shall provide Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad), relating to any and all of Defendants' Financial Accounts, including but not limited to documents and records relating to:
- i. account numbers;
 - ii. current account balances;
 - iii. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including names, addresses and contact information;
 - iv. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents, and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
 - v. any and all deposits and withdrawal during the previous year from each and every of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and

account statements; and

- vi. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.
- e) Within fourteen (14) days of receiving actual notice of this PI Order, all Third Party Service Providers who receive actual notice of this PI Order shall provide to Plaintiff or Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any of Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
 - i. any and all User Accounts and Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Merchant Storefronts that Defendants have ever had and/or currently maintain with the respective Third Party Service Provider;
 - ii. the identities, location and contact information, including any and all e-mail addresses, of Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them;
 - iii. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts, and Defendants' Financial Accounts with

any and all Financial Institutions associated with Defendants' User Accounts; and

- iv. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Mark and/or marks that are confusingly similar to, identical to and constitutes a counterfeiting and/or infringement of the Mark and/or incorporating the Copyright Works and/or artwork that is substantially similar to, identical to and constitutes an infringement of the Copyright Works.

4. As sufficient cause has been shown, and Pursuant to FRCP 4(f)(3), service may be made on, and shall be deemed effective as to Defendants if it is completed by one of the following means:

- a) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download a PDF copy of this PI Order to Defendants' e-mail addresses, as identified in Schedule A or may otherwise be determined; or
- b) delivery of a message to Defendants through the same means that Plaintiff's agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, and providing a link to a secure website (such as Dropbox.com, NutStore.com, a large mail link created through RPost.com or via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download a PDF copy

of this PI Order.

5. As sufficient cause has been shown, service of this PI Order shall be made on and deemed effective as to the following Financial Institutions and Third Party Service Providers if it is completed by the following means:

- a) delivery of (i) a PDF copy of this PI Order, or (ii) a link to a secure website where PayPal will be able to download a PDF copy of this PI Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com;
- b) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website where Alipay will be able to download a PDF copy of this PI Order via electronic mail to Mr. Benjamin Bai, Vice President and Chief IP Counsel of Ant Financial Services Group at benjamin.bai@alipay.com and/or Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com;
- c) delivery of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this PI Order via electronic mail to Ms. Jacqueline Ko, Legal Counsel, Alibaba Group at jacqueline.ko@alibaba-inc.com;
- d) delivery of: of: (i) a PDF copy of this PI Order, or (ii) a link to a secure website where DHgate (including DHPay.com) will be able to download a PDF copy of this PI Order via electronic mail to the counsel for DHgate at slucks@fishkinlucks.com and zkuperman@fishkinlucks.com;
- e) delivery of: of: (1) a PDF copy of this PI Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this PI Order via electronic mail to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at

Edward.Tulin@skadden.com.

6. Defendants are hereby given notice that they may be deemed to have actual notice of the terms of this PI Order and any act by them or anyone of them in violation of this PI Order may be considered and prosecuted as in contempt of this Court.
7. The \$5,000.00 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this PI Order is terminated.
8. This PI Order shall remain in effect during the pendency of this action, or until further order of the Court.
9. Any Defendants that are subject to this PI Order may appear and move to dissolve or modify the PI Order on two (2) days' notice to Plaintiff or on shorter notice as set by the Court.

SO ORDERED.

SIGNED this 22nd day of February, 2018, at 4:00 p.m.
New York, New York



HON. VICTOR MARRERO
UNITED STATES DISTRICT JUDGE