

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

DOGGIE DENTAL INC, *et al.*,

Plaintiffs,

v.

ANYWILL, *et al.*,

Defendants.

Civil Action No.

19-682

(Judge Hornak)

**PRELIMINARY INJUNCTION ORDER**

WHEREAS, on June 12, 2019, Plaintiffs Doggie Dental Inc. and Peter Dertsakyan filed an *Ex Parte* Application seeking 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; and 4) an order authorizing expedited discovery against all of the Defendants identified on the attached Schedule “A”, and Amazon Services LLC d/b/a Amazon.com (“Amazon”) (“Third Party Service Provider(s)”), Amazon Payments, Inc. d/b/a Pay.amazon.com (“Amazon Pay”) (“Financial Institution(s)”) (Collectively, “Amazon”), in light of Defendants’ intentional and willful offerings for sale and/or sales of Infringing Products<sup>1</sup> (“Application”)(ECF No. 4);

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<sup>1</sup> As alleged in Plaintiff’s Complaint, “. . . the Defendants identified in **Schedule “A”** of the Complaint, were and/or are currently manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and or/selling products that have infringed upon Plaintiffs’ common law trade dress rights and Plaintiffs’ federally registered copyrights. Defendants have used Plaintiffs’ copyrighted photographs and/or common law BRISTLY trademark while marketing their knock-off products in a willful attempt to pass them off as genuine BRISTLY<sup>TM</sup> products; and Defendants accomplish their infringing sales through the use of, at least, the Internet based e-commerce stores operated via at least the Third Party Service Provider marketplace platform. (“Infringing Product”).

WHEREAS, on the same day, Plaintiffs filed an Ex Parte Motion for an Order Authorizing Alternative Service on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3)(ECF No. 13);

WHEREAS on June 13, 2019, at 1:00 p.m., the Court entered the following Orders:

(A) 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts; 3) an order to show cause why a preliminary injunction should not issue; and 4) an order authorizing expedited discovery against all of the Defendants identified on the attached **Schedule "A"**, and Amazon ("TRO")(ECF No. 19); and

(B) an Order Authorizing Alternative Service on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3)(ECF No. 21);

WHEREAS, upon Plaintiffs' Motion filed on June 17, 2019 (ECF No. 23), the Court extended the TRO, continued the show cause hearing, and modified the briefing schedule (ECF No. 24); and

WHEREAS, on July 10, 2019, Plaintiff appeared for the Order to Show Cause Hearing, however no Defendants appeared. Further, Amazon did not appear.

**ORDER**

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, the injunctive relief previously granted on June 13, 2019 at 1:00 p.m. and extended by Order of June 18, 2019 (ECF No. 24), shall remain in place through the pendency of this litigation or until further order of this Court, and issuing this Preliminary Injunction is warranted under FRCP 65, the Lanham Act and the Copyright Act, 15 U.S.C. § 1117(a)(1) and 17 U.S.C. § 504(b).

Accordingly, 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 continue to be restrained as follows:

- (1) from (a) their unauthorized and unlicensed use of Plaintiffs' BRISTLY trademark and copyrights in connection with the distribution, marketing, advertising, offering for sale, or sale of any products; and (b) shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner products which use Plaintiffs' BRISTLY trademark and copyrights;
- (2) from secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to their User Accounts,<sup>2</sup> Merchant Storefronts<sup>3</sup> or any money, securities or other property or assets of Defendants (hereinafter collectively referred to as "Defendants' Assets");
- (3) 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, and/or display for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order;

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<sup>2</sup> As defined in the Application, a "User Account" is, as defined in the Complaint, any and all accounts with online marketplace platform(s) Amazon.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 other persons in active concert with any of them.

<sup>3</sup> As defined in the Application, a "Merchant Storefront" is any and all 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, display, offer for sale, sell and/or otherwise deal in 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.

- (4) 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 use of the BRISTLY Mark and/or BRISTLY Works within metatags or other markers within website source code, from use on any web page (including as the title of any product listing), from any advertising links to other websites, from search engines' databases or cache memory, and any other form of use such terms or works which is visible to a computer user or serves to direct computer searches to Internet based e-commerce stores owned, or operated by each Defendant, including the Merchant Storefronts operating under the Seller IDs;
- (5) each Defendant shall not transfer ownership of the User Accounts or Merchant Storefronts associated with the Seller IDs;
- (6) each Defendant shall preserve copies of all computer files relating to the use of any User Accounts and/or Merchant Storefronts under the Seller IDs and shall take steps necessary to retrieve computer files relating to the use of the User Accounts and/or Merchant Storefronts under their Seller IDs that may be deleted before the entry of this Order;
- (7) upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Financial Institution(s) and Third Party Service Provider(s), and their related companies and affiliates, shall immediately identify and restrain all funds, as opposed to ongoing account activity, in or which are hereafter transmitted into the accounts related to the 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 accounts subject to this Order; and (iii) any other accounts tied to or used by any of the Seller IDs identified on Schedule "A" hereto;<sup>4</sup>

- (8) upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial Institution(s), shall immediately divert to a holding account for the trust of the Court all funds in or which are hereafter transmitted into all accounts related to Defendants identified in Schedule "A" hereto, and associated payment accounts, and any other accounts for the same customer(s) as well as any other accounts which transfer funds into the same financial institution account(s) as any other accounts subject to this Order;
- (9) The Third Party Service Provider(s) and Financial Institution(s) shall further, within five (5) business days of receiving this Order, provide Plaintiffs' counsel with all data, to the extent not already provided, that 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 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 holders, until after those accounts are restrained. No funds restrained or that continue to be restrained by this Order shall be transferred or surrendered by any Third Party Service Provider or Financial Institution for any purpose (other than pursuant to a chargeback made pursuant

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<sup>4</sup> This Order contemplates that discovery may reveal that Defendants may have other user accounts operated by other Third Party Service Providers and Financial Institutions and that the additionally discovery Third Party Service Providers and Financial Institutions, once identified and provided with notice, shall also be subject to the discovery, restraints and injunctions set forth in this Order.

to that Third Party Service Provider or Financial Institution's security interest in the funds) without express authorization of this Court;

(10) Upon Plaintiffs' request, any Internet marketplace who is provided with notice of this Order, including but not limited to the Third Party Service Provider(s) and Financial Institution(s), shall immediately cease fulfillment of an sequester Defendants' inventory assets corresponding to the Seller IDs identified on Schedule "A" hereto in its inventory, possession, custody, or control, and hold such goods in trust for the Court during pendency of this action;

(11) this Order shall apply to the Seller IDs, associated Accounts and Merchant Storefronts, and any other seller identification names, Accounts or Merchant Storefronts, Third Party Service Provider or Financial Institution accounts which are being used by Defendants for the purpose of infringing the BRISTLY Trade Dress and/or BRISTLY Mark and/or BRISTLY Works, at issue in this action and/or unfairly competing with Plaintiff;

(12) Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial Institution(s), subject to this Order may petition the Court to modify the asset restraint set out in this Order; and

(13) this Order and the Alternative Service Order (ECF No. 21) shall remain in effect during the pendency of this action or until further order of the Court, and Plaintiff shall serve the Defendants with a copy of this Order in accordance with the Alternative Service Order.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, any Internet marketplace who is provided with notice of this Order, including but not limited to the Third Party

Service Providers and Financial Institutions, shall continue to be restrained and enjoined from engaging in any of the following acts or omissions pending the final outcome of this litigation, or until further order of the Court:

- (1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying 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"); and
- (2) within (5) days after receiving 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 any other listings linked to the same sellers or linked to any other alias seller identification names being used and/or controlled by Defendants.

## **II. Order Authorizing Expedited Discovery**

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- (1) Plaintiffs may propound interrogatories pursuant to Rules 26 and 33 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 Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiffs' counsel.
- (2) 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' counsel.

- (3) Plaintiffs may serve requests for admissions pursuant to FRCP 26 and 36, 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 requests within fourteen (14) days of service to Plaintiffs' counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within fourteen (14) days of receiving actual notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial Institution(s), to the extent not already provided, shall provide to 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:

- (1) 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;
- (2) the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided;

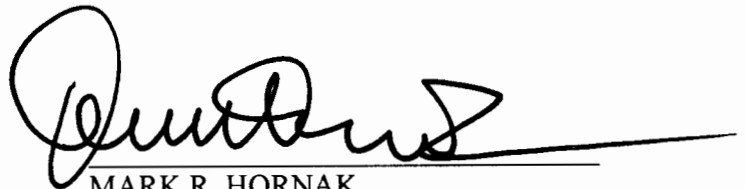
- (3) the Defendants' methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- (4) Defendants' unauthorized and unlicensed use of Plaintiffs' BRISTLY trademark and copyrights in connection with the distribution, marketing, advertising, offering for sale, or sale of any products, and any products which use Plaintiffs' BRISTLY trademark and copyrights.

**V. Security Bond**

IT IS FURTHER ORDERED the \$5,000.00 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until further order of this Court, or until this Order is terminated.

**SO ORDERED.**

SIGNED this 10<sup>TH</sup> day of July, 2019, at 9:45p.m. EDT  
Pittsburgh, Pennsylvania



MARK R. HORNAK  
UNITED STATES DISTRICT JUDGE

**Schedule "A"**  
**Defendants With Store Name and Seller ID**

<b>Def. No.</b>	<b>Defendant/ Amazon Store Name</b>	<b>Amazon Seller ID</b>	<b>Amazon ASIN</b>
1	Anywill	A1KGXS6694KK0F	B07M6PNDMZ
2	AHuShi	AWX8XMIYVF7QQ	B07L68R2YK
3	AikoPets	A2M36Z0WA1TNMA	B07N44Z994
4	Ale's Store	A28FLU0ZJO0Q51	B07ML3RQ4Q
5	AMZself	A2LTKBZ1LUKGD2	B07PBKMCJV
6	AODINI	A1I1CT9W6WSKTS	B07QF6WM9J
7	AONOKOY	A375T0B2QOEFPG	B07M5WJ2YQ
8	Artem Store	A9RASDMHEJUHR	B07P5Z1GQQ
9	Aya-Chic	AV58HO4Y4YG5	B07LCJQ6W2
10	BAEbae	A2KLASD3UEONMJ	B07P43R47L
11	BAMOMBY-US	A3DRS8SMN9S1AY	B07MYBZN3R
12	Best Trendy	A1FMUH0TW8L0ZN	B07MZLF7F8
13	Big Elephant	A3AZJ9TNMIEGD	B07MBP1CND
14	BYBELLA	A3N4X0QAELZ7CQ	B07PNDMLZ8
15	CAReeN	AJS8TU36JRLYQ	B07MPTS696
16	De Lon	A2H9OA2IB881NB	B07M8D6FVK
17	dealcase	A3EUBWGV9HRAAF	B07PFQ42WV
18	E.L. Solutions	A3CNAJSCZDB917	B07LH6YK1K
19	Ecolines	A2VOPXI5HC2XXG	B07KVF9CTZ
20	Elegant kiss	AX9B8JO3UEO1U	B07KZNSYZW
21	Extechnico	A20NZHTNL4PTXD	B07PRPHT7S
22	FairyMe	A3T80QRV3HCEL5	B07PBT5FP9
23	Fairytale postman	A30BRIDEQQYLC	B07HH2626J
24	Fancy Toys CO., Ltd	A3O0OADGLGQN5C	B07MBY5FFV
25	Fangchal	A396YX0HT6M56V	B07JJF8MZX
26	Goodforall81	ARAF6K7X3TDX9	B07KVF9CTZ
27	Happy Marie	A20ZIABWRFKMA9	B07NLZD3SF

<b>Def. No.</b>	<b>Defendant/ Amazon Store Name</b>	<b>Amazon Seller ID</b>	<b>Amazon ASIN</b>
28	horseshoe1	A327N0M7NMJD7R	B07PKC1CXC
29	IJUSTBY	AXK5GAR5PRN6H	B07PMXMTCD
30	Inoble	A2BVOV00MRV4S7	B07MJLFP3J
31	J & T Jordan	A33AHOWEC4JYNC	B07KDSPTRH
32	JackPack Labs	A69BPJ5B9WCCL	B07N1271C7
33	JESSEPOUNDS	AEMFZDZF1ZXNE	B07JYL5QL9
34	kaerzi	A9L1E6PQM2978	B07PPYZ8KJ
35	KingYue US	A2BBTIDYCH97TN	B07LDQ5L61
36	Kunxuan	AITJW1MMOF5S0	B07M6C3H88
37	Lagita	A2MQTDAKKSEDXZ	B07JDY9843
38	LAROSA MEDICAL	A2PB7QKWA4H0S8	B07PNT4XJ7
39	less like	AIEBL9WMSMZ74	B07Q136QWQ
40	LONESON	A1M8E9D3R6YQVS	B07LG8N4SP
41	Mai jili	A10J1FL3W1CPU2	B07MX2XXC6
42	Maxtry	A268Z76NB5FLY4	B07QB3SSBT
43	MayMeyz	A2A5FZ04CXTTC6	B07ML3RQ4Q
44	NF Merchandise	A3JSCT3L9HWKV8	B07M6C3H88
45	Nisosy	A2F3LIBDPU8A3X	B07QB3SJNM
46	NO.1 Online	A2G5XJ2AQC9U9S	B07MJVHS7Q
47	NOTTODAY	A3S88F4ORA904G	B07PRSJZ5H
48	OutTop	A3PL36HVPH5XE9	B07JK77YS9
49	Pandacn-Direct	A2I2OBYMB3M7N7	B07MTC7J9D
50	Pinaol	A1JK4GXUMS499Q	B07NVFHDSC
51	Qi master	A1GXT4DU651KUV	B07MXT5FR9
52	QuickBuyMart	AN0B2WD3PWYMC	B07KVF9CTZ
53	Quorum Value	ANS8B7J9GNA2W	B07NC54PVD
54	Rad Essentialz	A3UHXLO3HG2SIM	B07MQBWTXV
55	Riding Store	AI3M1LWDHE1FS	B07M77JZ5S
56	Ruitx Store	A2RLONNTW8MLTW	B07MLKR43D
57	Samatoo	A3VD0VF1UXFDQ4	B07HK8J9DF
58	SHOR	A2O9F0SL2VOQJJ	B07M7TYT3B

<b>Def. No.</b>	<b>Defendant/ Amazon Store Name</b>	<b>Amazon Seller ID</b>	<b>Amazon ASIN</b>
59	Shuofeng	A252ISGGD173I1	B07P4Y14CR
60	Shydie	A15BY84OORTQF8	B07PJRST2
61	Smvison	A1I0A6TETBVBZI	B07P7FY1V4
62	Sumai-Tech	A9Q2358TEE89B	B07N2WPZ68
63	Taylor(USA)	A36XVP1BD7NYRM	B07HH2626J
64	TOBABYFAT	A15BGP0GJL0F9Q	B07HHYWWNV
65	UPBASICN	A2FZ54PRNJQVG	B07LG8N4SP
66	Vanuoda	A3S1XK8QBM0LEQ	B07N2K727T
67	Vintage Zone	A35H7OXNN7K8FQ	B07PBB9H53
68	VST Group	A2V4ZV9PXST2EL	B07Q19TFYB
69	WINNUO	A3VFLP6P9D5Z1Y	B07MFNPBG3
70	YINGAR	AYN6FQZ5A10K6	B07MCCTHXS
71	youthink us	A3OM5LXEESP4E	B07KYH1PNJ
72	Yu Xingchen	A12GJ7ZZH2R7SR	B07PKPTVW5
73	Yuntech	A260EP94GRU9NF	B07L3K526N
74	zacheillo	A3KKXWTQSKBSVO	B07LCDWHCX
75	Zhongsi	AEG0KI3GGYTKK	B07MNF5GWK
76	zUOKIJU	A11URB4R2AC6HW	B07MGPWVNK
77	AOMEIQI	A23SYJJ1P2ZKRL	B07MJ8XLDL
78	BelivLioner-US	A22U5QOPDP05QZ	B07M78ZKTV
79	Big Desert	A2CQ3M4XU1WT8J	B07PHSB3GR
80	Big Wing Style	A3SHZFKHJCMJCN	B07NJ5HPR1
81	CANIKLINE MALL	A1KZVKZAM21NJW	B07N14SH8G
82	Cherubino	A18702GB5KM2DM	B07MHDBTHV
83	Dewinshop 168	A1DWLG2LHSJB8R	B07J9Z3D47
84	Diligent bee	A3DD0YE17W1LA3	B07M5DJDJX
85	Family Boutique Geyatu	A1NKVNSFK7PZOB	B07Q4VDXCM
86	Hunt Sr. Products	A336QI6AJFY9S	B07QMC1D5Z
87	Jinbs	A3AF2TVZ8S7JFF	B07R46WH79
88	MagicMB	A3MSEY0LQPYO9S	B07QWP185D
89	Messagee	A3QYXJXBIVQ4X2	B07QRZRRDK

<b>Def. No.</b>	<b>Defendant/ Amazon Store Name</b>	<b>Amazon Seller ID</b>	<b>Amazon ASIN</b>
90	niuworld	A3DOF2HOZYWW1W	B07QYGRRG2
91	OMYGO	A2D68UA6C7B4Z0	B07NWNK3F
92	our tomorrow	A2EKHUHZ25L3BC	B07MR29Z4L
93	PLUS MI LIFE	A25LSUD2OUVS3T	B07MBMCS6Z
94	Realler	ASL612W0VED	B07LD4JB58
95	sweetypplain	AHDQEKHLS948P	B07QK63NFZ
96	Tosui	A1214SCEMDA211	B07P2SM38H
97	Uniounp	A3I1V1LZBOFWRQ	B07P8Z6RG8
98	Waroom	A1SKB4Y8LK6O12	B07Q4P5NYG
99	Zeusbrand	A184W8ATXSM55W	B07QJSDLX5
100	lagita	A2MQTDAKKSEDXZ	B07JDY9843
101	Shuofeng	A252ISGGD17311	B07P4Y14CR
102	UPBASICN	A2FZ54PRNJQVG	B07LG8N4SP