

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

DOGGIE DENTAL INC, *et al.*,

Plaintiffs,

v.

AHUI, *et al.*,

Defendants.

Civil Action No.

19-cv-1627

(Judge Hornak)

**AMENDED [PROPOSED] FINAL DEFAULT JUDGMENT AND PERMANENT
INJUNCTION¹**

This matter comes before the Court upon Motion by Plaintiffs for entry of a default judgment and permanent injunction against the Defendants identified on Schedule “A” hereto (hereinafter referred to as “Defaulting Defendants”) for Defaulting Defendants’ unauthorized use of Plaintiffs’ Patent in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying offering for sale and/or selling and/or sale of Infringing Products.²

The Court, having considered the Plaintiffs’ Motion for Default Judgment and Permanent Injunction, the Declaration of Brian Samuel Malkin in support of thereof, the Certificates of Service of the Summons and Complaint, the Entries of Default by the Clerk of Courts, and upon

¹ This Amended Proposed Default Judgment is identical in all respects to the originally filed Proposed Default Judgment except that the Schedule “A” has been updated to remove the Defendant that were terminated between the time the original Proposed Default Judgment was filed and this filing.

² As alleged in Plaintiff’s Complaint, “. . .the Defendants identified in **Schedule “A”** of the Complaint, were and/are currently manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and or/selling products that have infringed upon one or more of the claims of U.S. Patent No. 10,477,838 (“Plaintiffs’ Patent” or “the ‘838 patent”) by offering for sale, selling, and distributing knock-off versions of Plaintiffs’ BRISTLY® dog toothbrush (“Infringing Products”). 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.

all other pleadings and papers on file in this Action, it is hereby ORDERED as follows (hereinafter, "Order"):

I. Defaulting Defendants' Liability

Judgment is granted in favor of Plaintiffs on the claim of patent infringement asserted against Defendants in the Complaint.

II. Damage Awards

IT IS FURTHER ORDERED that because it serves the compensatory and punitive purpose of the prohibitions on willful infringement under the Patent Act; and because Plaintiffs have sufficiently set forth the basis for the damage awards requested in their supporting papers, the Court finds that such awards are reasonable and Plaintiffs are awarded damages against each of the Defaulting Defendants in Schedule "A" in the amount of \$2,128,500.00.

III. Permanent Injunction

A. IT IS HEREBY ORDERED that each Defaulting Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defaulting Defendant having notice of this Default Judgment Order shall be permanently restrained and enjoined from:

- (1) from (a) their unauthorized and unlicensed use of Plaintiffs' Patent, distribution, marketing, advertising, offering for sale, or sale of any Infringing Products; and (b) shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner products that infringe upon at least one claim of the Plaintiff's Patent;

- (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,³ Merchant Storefronts⁴ 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;
- (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 offering for sale the Infringing Products 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; and

³ 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.

⁴ 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.

(5) each Defendant shall not transfer ownership of the User Accounts or Merchant Storefronts associated with the Seller IDs.

B. IT IS FURTHER ORDERED that, pursuant to 35 U.S.C. § 283, the Defaulting Defendants must deliver up for destruction to Plaintiffs any and all Infringing Products.

C. IT IS FURTHER ORDERED that Third Party Service Providers⁵ and Financial Institutions⁶ are permanently enjoined and restrained from:

(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) providing services to Defaulting Defendants, Defaulting Defendants' User Accounts and Defaulting Defendants' Merchant Storefronts, including, without limitation, continued operation of Defaulting Defendants' User Accounts and Merchant Storefronts which are connected in any way in 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 Infringing Products.

IV. Follow-Up Requests

IT IS FURTHER ORDERED, as sufficient cause has been shown, that, upon Plaintiffs'

⁵ Third Party Service Providers are any third-party providing services in connection with any Defaulting Defendant and/or any Defaulting Defendant's Merchant Storefront, including, without limitation, Internet Service Providers, back-end service providers, web designers, sponsored search engine providers, sponsored ad-words providers, sponsored shopping providers, merchant account providers, third-party processors and other payment processing services, shippers, domain name registrars and domain name registries.

⁶ Financial Institutions are any banks, financial institutions, credit card companies and payment processing agencies, such as Amazon Payments Inc. d/b/a Pay.amazon.com, and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of any Defaulting Defendant.

request, within no later than five (5) calendar days of Plaintiffs' request:

(1) Amazon is ordered to remove any seller identified by Plaintiffs from the following Amazon Standard Identification Numbers (ASINs): B084C2SS4M (small BRISTLY[®]), B08465XKCK (medium BRISTLY[®]), and B084BQPCZV (large BRISTLY[®]);

(2) Amazon is ordered to suspend any ASIN listing product that Plaintiffs assert infringes at least one claim of the Plaintiffs' Patent, and is identified as originating outside of the United States (i.e. any seller is prevented from listing for sale under the identified ASIN); and

(3) Amazon is ordered to suspend any ASIN that was associated with a product already identified by prior Order of this Court in the present lawsuit to be Counterfeit, Infringing, or unfairly competing, as designated in the Amended Schedule A third column under "**Amazon ASIN Number(s)**" (i.e. any seller is prevented from listing for sale under the identified ASIN);

(4) The Plaintiff has proven that the following products as pictured in the attached **Schedule "B"** are either made, used by, offered for sale or sold into the United States contain every element or equivalent of at least one claim of the Plaintiff's Patent; consequently, all online marketplaces, including but not limited to, amazon.com, ebay.com, aliexpress.com, and wish.com, shall upon receipt of this Order, suspend, block, tombstone, and/or delete any and any product listings identified by the Plaintiff as either identical or substantially similar, to the above-described products in **Schedule "B"**, whether sold by the Defendant or other persons or entities.

(5) however, the Seller controlling such listings shall not be subject to financial account restraint.

V. Post-Judgment Asset Transfer and Asset Freeze Order

A. IT IS FURTHER ORDERED that in accordance with Rule 64 of the Federal Rules of Civil Procedure, and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiffs would have enforcing this Order, Defaulting Defendants' Assets from Defaulting Defendants' Financial Accounts that were and/or are attached and frozen or restrained pursuant to the Temporary Restraining Order and/or Preliminary Injunction Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action (collectively, "Defaulting Defendants' Frozen Assets" and "Defaulting Defendants' Frozen Accounts"), are, to the extent that a given Defaulting Defendant's Frozen Assets equal the Defaulting Defendants' Individual Damages Award, hereby released and transferred to Plaintiffs as full satisfaction of the Defaulting Defendants' Individual Damages Award for that Defaulting Defendant. Those Defaulting Defendant's Frozen Assets shall be transferred to Plaintiffs by Financial Institution(s) through Plaintiffs' counsel within twenty (20) business days following service of this Default Judgment Order. Upon receipt by Plaintiffs' counsel of such Defaulting Defendant's Frozen Assets in full satisfaction of the Defaulting Defendants' Individual Damages Award, the Financial Institution(s) holding that Defaulting Defendant's Frozen Assets and Defaulting Defendants' Frozen Accounts may unfreeze that Defaulting Defendant's Frozen Assets and Defaulting Defendant's Frozen Accounts. To the extent that a Defaulting Defendant's Frozen Assets are less than the Defaulting Defendants' Individual Damages Award, that Defaulting Defendant's Frozen Assets are hereby released and

transferred to Plaintiffs as partial satisfaction of the Defaulting Defendants' Individual Damages Award for that Defaulting Defendant and those Defaulting Defendant's Frozen Assets shall be transferred to Plaintiffs, by the Financial Institution(s), through Plaintiffs' counsel forthwith.

B. IT IS FURTHER ORDERED that in accordance with Rule 64 of the Federal Rules of Civil Procedure and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiffs would have enforcing this Order, the Court also hereby grants Plaintiffs' request for a post-judgment restraining order continuing the attachment of each Defaulting Defendant's Frozen Assets until Plaintiffs have recovered the full payment of the Defaulting Defendants' Individual Damages Award owed to it by that Defaulting Defendant under this Order, or until further order of this Court.

C. IT IS FURTHER ORDERED that in accordance with this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief, and given the difficulties Plaintiffs would have enforcing this Order:

1. until Plaintiffs have recovered the full payment of the Defaulting Defendants' individual damages award owed to them by any Defaulting Defendant under this Order, in the event that Plaintiffs discover new and/or additional Defaulting Defendants' Assets (whether said assets are located in the U.S. or abroad) and/or Defaulting Defendants' Financial Accounts (whether said account is located in the U.S. or abroad) ("Defaulting Defendants' Additional Assets" and "Defaulting Defendants' Additional Financial Accounts," respectively), Plaintiffs shall have the ongoing authority to serve this Order on any Financial Institutions controlling or

- otherwise holding such Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts ("Financial Institutions holding Defaulting Defendants' Additional Assets and/or Financial Accounts");⁷
2. upon notice of this Order, Financial Institutions holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall immediately locate Defaulting Defendants' Additional Financial Accounts, attach and restrain such Defaulting Defendants' Additional Assets in Defaulting Defendants' Additional Financial Accounts from being secreted, concealed, transferred or disposed of or withdrawn; and
 3. no later than after twenty (20) business days following the service of this Order on Financial Institutions holding Defaulting Defendants' Additional Assets and/or Financial Accounts, Financial Institutions holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall transfer all Defaulting Defendants' Additional Assets to Plaintiffs as partial or full satisfaction of the Defaulting Defendants' Individual Damages Award, unless Defaulting Defendant has filed with this Court and served upon Plaintiffs' counsel a request that such Defaulting Defendants' Additional Assets be exempted from this Order; at the time the funds are transferred, Financial Institutions holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall provide to Plaintiffs a breakdown reflecting: the (i) total funds restrained in this matter per Defaulting Defendant; (ii) the total chargebacks,

⁷ This Order contemplates that investigation and/or discovery during judgment collection may reveal that Defaulting Defendants may have used other user accounts, operated by other Third Party Service Providers and Financial Institutions other than those named and that any additional discovered Third Party Service Providers and Financial Institutions, once identified and provided with notice, shall be subject to the restraints, asset seizure and turn over in this Order.

refunds, and/or transaction reversals deducted from each Defaulting Defendant's funds, restrained prior to release; and (iii) the total funds transferred per Defaulting Defendant to the Plaintiffs.

VI. Miscellaneous Relief

- A. Upon Plaintiffs' request, the Third Party Service Provider(s) or Financial Institution(s) shall disable and/or cease facilitating access to the Seller IDs, including deleting, and/or suspending identified listings, and any other alias seller identification names being used to offer for sale and/or sell Infringing Products;
- B. The Plaintiffs may serve this injunction on any e-mail service provider, including, Google LLC and Microsoft, Inc., with a request that the service provider permanently suspend the e-mail addresses which are used by the Defaulting Defendants in connection with the Defaulting Defendants' promotion, offering for sale, and/or sale of Counterfeit Products;
- C. Upon the Plaintiffs' request, any Internet marketplace website operator and/or administrator who is in possession, custody, or control of the Defendants' Infringing Products, including but not limited to Amazon.com, Inc. and its affiliates, Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform, eBay Inc., and Etsy, Inc., shall permanently cease fulfillment of and sequester those goods, and surrender the same to the Plaintiff;
- D. Any failure by a Defaulting Defendant to comply with the terms of this Default Judgment Order shall be deemed contempt of Court, subjecting the Defaulting Defendant to contempt remedies to be determined by the Court, including fines and seizure of property;
- E. Interest from the date of this action was filed shall accrue at the legal rate pursuant to 28 U.S.C § 1961;

- F. The bond posted by Plaintiffs in the amount of \$5,000.00 is hereby ordered released by the Clerk;
- G. Plaintiffs shall serve the Defaulting Defendants with a copy of this Order in accordance with the Alternative Service Order; and
- H. This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Judgment and permanent injunction.

SO ORDERED.

SIGNED this ____ day of _____, 2021
Pittsburgh, Pennsylvania

Mark. R. Hornak
Chief United States District Judge

cc: Stanley D. Ference III, Esq.
courts@ferencelaw.com
Brian Samuel Malkin, Esq.
bmalkin@ferencelaw.com

Schedule "A"

Defendants with Seller ID and Status








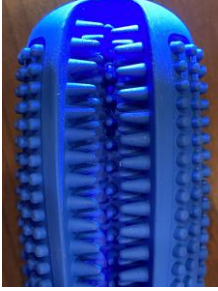
Def. No.	Defendant/Store Name	Seller ID	Status
█	█	█	█
2	Ailivehome	A2Q37ZZMRPWEUV	Defaulted
█	█	█	█
█	█	█	█
█	█	█	█
7	Artker	A1LTFO55JILCQ2	Defaulted
█	█	█	█
9	Augama	A2A5F1J2BTE5O5	Defaulted
█	█	█	█
11	Autozity	ATVDEQ3O2D7PY	Defaulted
12	Axiaoxiao	A3SRZL3PDSSGPU	Defaulted
13	Aya Chic	AV58HO4Y4YG5	Defaulted
14	Ayebeau	A2GOBGX3PC0YNJ	Defaulted
15	Babaer	A2X8047YTWB3QG	Defaulted
16	Bettersounds	ARCWMCB8R9G28	Defaulted
17	Bibolin	A1596LJ1S5W3TG	Defaulted
18	Big Desert	A2CQ3M4XU1WT8J	Defaulted
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21	BRHHO	A1PBBFMFMOEZ72	Defaulted
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23	Broshooo	A3DZSMYMI1CGXN	Defaulted
24	BUOCEANS-SKY	A1ON3DR30UNJHY	Defaulted
25	BUYBST	A1ZLNBDINT4IZU	Defaulted
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27	Chaomike	A1MUD9GV35XJN5	Defaulted
█	█	█	█
29	Cyprapid	A2H9A2I79SE359	Defaulted
30	Cypropid Direct	A2L3N86K9OOJ00	Defaulted
31	Dawginme	A6MFQINS9TKP3	Defaulted
█	█	█	█
33	Doubletrain	A2BZJ01X7OFC	Defaulted

34	DR Bucks	A331COZNMVERF	Defaulted
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█	██████████	████████████████████	██████████
37	DXH2019	A3M8MU0XHHRI3U	Defaulted
38	Earthly Hand	A3HKUNZ7QQ4AD8	Defaulted
39	Elyvate	A1IPX60SQL9IEQ	Defaulted
40	Emgoods	A2LPDVL9EG7Y8D	Defaulted
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█	██████████	████████████████████	██████████
43	EVENTS	A3NPMC3ASH8M4	Defaulted
44	Everyday Joy	A32042ABW1EBA8	Defaulted
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52	Gardencolo	A24TIWOB6Y52IL	Defaulted
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54	Grasp It	A2IO9PWGSATNPH	Defaulted
55	Hanheng	A2UPRT91JV93PY	Defaulted
█	██████████	████████████████████	██████████
57	HAPPY MARIE	A20ZIABWRFKMA9	Defaulted
58	Heacra	AGVE3N6Y5CYPB	Defaulted
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60	Hinrylife	A1KLHJR9WIMQXT	Defaulted
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64	HULUN	A2XBW8WTZGI7TK	Defaulted
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67	JALLAB	A3FQ5H4F6HMW2Y	Defaulted
68	JerJen Business Solutions	A2PQ2V6AX51B8D	Defaulted
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70	Jiasber	A15C2T7YZ8QIDS	Defaulted
71	JINGSHENG TEC	AB11VYRIO8TE	Defaulted
72	Jpettie	A2YGY78UR8AVK6	Defaulted

76	KELAD	A2MZV8VHYSK1OY	Defaulted
80	KNNSRE	AAA604A42RACT	Defaulted
81	Kutrer	A2FT22UGQSBDG3	Defaulted
82	LAVYU SHOP	A1HKBCWJ4EX7YI	Defaulted
83	LEOHOME Direct	ASM1G21RKWQVG	Defaulted
84	LEVETT STORE	A1YQCLYW752GQI	Defaulted
85	Lingweida2018	A1BED976EGRA99	Defaulted
87	LISTOS'	A6HG3VO4UEWN9	Defaulted
89	LMP-PRO	A1IO52YR61IZR9	Defaulted
96	Marcek	AWDL348ZQ8N4Q	Defaulted
98	MIRYUM	A2D0P7B0LUIPOK	Defaulted
104	Mulan&PH Factory	A2SU0GAVJ9OA9J	Defaulted
105	NEWA TRADING	A10I7J9V9M8UOX	Defaulted
107	Niuworld	A3DOF2HOZYWW1W	Terminated
109	Okistore	A2FKVCM8E90CN7	Defaulted
111	OUTUNG	AS7QBW9ESCL9F	Defaulted
112	PAHOO LLC	A1PBK72SX0L8IP	Defaulted

113	PauliaTT	A3K8K2UU71WIT9	Defaulted
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117	Popiy	A1Q9OSIFTKPHWR	Defaulted
118	Positive Vibes Express	AGEUY7G2B7SJ8	Defaulted
119	Pounce n Play Shop	A2ZULWH0LC4SA6	Defaulted
120	PrestigeWD	A1IWUYFQ8VPBJA	Defaulted
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124	Roce Today	A2HDQ4UQ1J0OF5	Defaulted
125	Rolkstone	A3QQ5K8GTSXFUD	Defaulted
126	Shaks goods	A27ZPTUC3E5HSF	Defaulted
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129	SIRAY US	A3FKKDXF1C4S2J	Defaulted
130	SmileToSell	AZ132CXWZM3HD	Defaulted
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132	Tainni	A2E59C3851JHM0	Defaulted
133	Telvo Zan	A2RC7Q07GD3RH	Defaulted
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138	Typscoldt	A1MCEOOSW27MAR	Defaulted
139	UKSIDE	A10KV9KRQ12CA7	Defaulted
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141	Vndaxau	A29LGGMEB2YKCZ	Defaulted
142	WiseDare	A333C8NL57A6TA	Defaulted
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145	Xuanbon	A35P6T4SL4VZQE	Defaulted
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148	Yiwu Lanjie Trading Co., Ltd	A6LZWYNZ7QGCD	Defaulted
149	Yocolostrap	A2GL7JZEGNR5TQ	Defaulted
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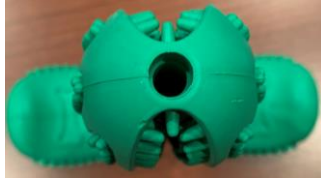
**Schedule “B”
Patent Infringing Products**

Type 1 Infringing Product			
 Perspective View	 Top View	 Side View	 Side View Magnified
Type 2 Infringing Product			
 Perspective View	 Top View	 Side View	 Side View Magnified

Type 3 Infringing Product



Perspective View



Top View



Side View



Side View Magnified

Type 4 Infringing Product



Perspective View







Top View



Side View



			Side View Magnified
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Type 5 Infringing Product			
			
Perspective View	Top View	Side View	Side View Magnified