

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

AQUAPAW LLC,

Plaintiff,

v.

ALLNICE, *et al.*,

Defendants.

Civil Action No. 20-1954

(Judge Wiegand)

AQUAPAW BRANDS LLC,

Plaintiff,

v.

TIKTOKS, *et al.*,

Defendants

Civil Action No. 21-696

(Judge Wiegand)

AQUAPAW BRANDS LLC,

Plaintiff,

v.

YAN-PENG, *et al.*,

Defendants.

Civil Action No. 21-1784

(Judge Wiegand)

**MEMORANDUM IN SUPPORT OF MOTION FOR DEFAULT JUDGMENT AND  
PERMANENT INJUNCTION**

Plaintiff submits this Memorandum in Support of their Motion for Default Judgment pursuant to Fed. R. Civ. P. 55 (b)(2) seeking entry of Judgment against the defaulting Defendants (“Defendants”) on the sole Count I of the Complaint.

## I. INTRODUCTION

Plaintiff is before this Court seeking relief from the tireless efforts of the online copycats trying to destroy Plaintiffs’ small business. Plaintiff sued patent infringers on AliExpress, Amazon, eBay, and wish. The remaining Defendants in this lawsuit have all defaulted and failed to cooperate in discovery. It remains for the Court to consider the unrefuted facts and the supporting law and render a judgment consistent with other Court’s awards against e-commerce scofflaws.

The Defendants have been properly served pursuant to Fed. R. Civ. P. 4 and are aware of this action, but nevertheless chose not to respond. The Clerk has entered default. The Plaintiff also served discovery upon Defendants, including Requests for Admission, and no response to the discovery was received. Plaintiff filed a Motion with this Court under Fed. R. Civ. P. 55(b)(2) for a default judgment against Defendants for patent infringement (Count I) after Defendants established internet stores to offer to sell, and sold, knock-off and infringing versions of Plaintiffs’ Slow Treater® brand pet soothing device<sup>1</sup> on at least one of the Amazon.com, ebay.com, aliexpress.com or wish.com online marketplaces.

There are no issues of fact remaining in this suit, and a default judgment should be entered against Defendants providing for permanent injunctive relief, a damage award of \$1,800,000.00 against each individual Defendant, plus interest, a post-judgment asset restraining

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<sup>1</sup> This device is protected by U.S. Patent No. 10,834,894 (“Plaintiff’s Patent”).

order, and an order authorizing the release and transfer of Defendants' assets, in whole or in part, awarded to Plaintiff. This award and the method for calculating it is consistent with other awards made for admitted intentional patent infringement in the Western District of Pennsylvania. *See Doggie Dental, Inc. v AVANTDIGITAL*, No. 21-cv-271 (W.D. Pa., February 23, 2022) (Hornak, CJ); *Doggie Dental, Inc. v CDOFFICE*, No. 21-cv-565 (W.D. Pa., February 23, 2022) (Hornak, CJ); *Doggie Dental, Inc. v Ahui, et al.*, No. 19-cv-1627 (W.D. Pa., Sept. 27, 2021 (Hornak, CJ);

## II. ARGUMENT

### A. **This Court has Jurisdiction to Enter Default Judgment Against the Defendants**

This Court has jurisdiction to grant Plaintiffs' motion and enter default judgment against Defendants because the Court has subject matter jurisdiction over this action as well as personal jurisdiction over the Defendants. This Court has subject matter jurisdiction over this action pursuant the Patent Act, 35 U.S.C. § 271, and The All Writs Act, 28 U.S.C. § 1651(a).

Personal jurisdiction may be established either by specific or general jurisdiction, but specific jurisdiction is appropriate in this case because of Defendants' contact with the forum. *See* 42 P. A. Cons. Stat. § 5322. The factors to consider when establishing specific jurisdiction are: "(1) the extent to which defendant 'purposefully avail[ed]' itself of the privilege of conducting activities in the State; (2) whether the Plaintiffs' claims arise out of those activities directed at the State; and (3) whether the exercise of personal jurisdiction would be constitutionally 'reasonable.'" *See IMO Industries, Inc. v. Kiekert AG*, 155 F.3d 254, 259 (3rd Cir.1998). Defendants satisfy each of the factors to establish specific personal jurisdiction. Likewise, Venue is proper pursuant 28 U.S.C. § 1391 and 28 U.S.C. § 1400(b).

First, Defaulting Defendants purposefully availed themselves of the privilege of

conducting business in Pennsylvania and this Judicial District. Defendants purposefully targeted sales of Infringing Products to the Western District of Pennsylvania, offered to sell Infringing Products to Pennsylvania residents, and did in fact sell Infringing Products into Pennsylvania. *See Allnice, Complaint*, ¶ 11 [ECF No. 1], *TikToks* [ECF No. 2] and *Yan-Peng* [ECF No. 2]. These actions are sufficient to establish jurisdiction over Defaulting Defendants. 42 Pa. Cons. Stat. § 5322 (a). Second, Plaintiffs' claims arise directly from actions that occurred in this Judicial District. Plaintiff purchased Infringing Products to determine their authenticity and had the Infringing Products shipped to Pennsylvania. *See Allnice, Taylor Fennell Declaration* [ECF No. 25], *TikToks* [ECF No. 11] and *Yan-Peng, Dee Odell Declaration* [ECF No. 7]. These unauthorized and unlicensed sales of Infringing Products in this Judicial district establish this Court's jurisdiction over Defaulting Defendants. Lastly, this Court's exercise of specific personal jurisdiction over Defendants is "reasonable" under the constitution. *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 292 (1980).

The record in this case does not suggest that the burden of litigation in this District is extraordinary. Defendants offered to ship and sell their Infringing Products to any part of the United States. *See Allnice, Complaint*, ¶ 11 [ECF No. 1], *TikToks* [ECF No. 2] and *Yan-Peng* [ECF No. 2]. Pennsylvania and this Court have a valid interest in the resolution of the grievances of its citizens and businesses, particularly when they potentially involve issues of [Pennsylvania] law. *See Square D Co. v. Scott Elec. Co.*, No. 06-459, 2008 WL 4462298, at \*12 (W.D. PA September 30, 2008). Plaintiff has a valid and substantial interest in having its legal rights recognized and vindicated. *Id.* Therefore, this Court's exercise of specific personal jurisdiction over Defendants is constitutionally reasonable.

## **B. Joinder of the Defendants is Appropriate**

Joinder of the defendants is proper when plaintiffs seek relief “jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence or series of transactions or occurrences” related to the sale of the “same accused product or process” and “any question of law or fact common to all defendants will arise in the action.” 35 U.S.C. § 299. Joinder is consistent with the strongly encouraged policy of “entertaining the broadest possible scope of action consistent with fairness to the parties.” *See United Mine Workers of Am. v. Gibbs*, 383 U.S. 715, 724 (1966).

In a recent decision on joinder in an online counterfeiting case, the Northern District of Illinois found joinder was appropriate, stating:

According to the Merriam-Webster dictionary, “transaction” generally involves a “reciprocal[,] affect” or “exchange,” whereas an “occurrence” is defined as something that simply “happens” or “appears.” Unlike a “transaction,” an “occurrence” is not necessarily the product of joint or coordinated action.

The internet frequently produces occurrences that can be described as cooperative but not transactional or intentionally coordinated. Individual actions which alone may have minimal impact on society or the economy can have a substantial impact through aggregation that is only possible through the internet. Individuals on the internet can openly reach billions of people with a single click of a mouse, while at the same time hiding their identities, frustrating law enforcement. As a result, an “occurrence” of mass harm easily can be inflicted even if there is no express “transactional” coordination among the attackers.

Rule 20’s inclusion of the term “occurrence” should allow plaintiffs to join in a single case the defendants who participate in such unlawful occurrences, despite the lack of a “transactional link.” The kind of harmful occurrences the internet enables — including mass foreign counterfeiting — were inconceivable when Rule 20 was drafted. But the Rule’s inclusion of the term “occurrence” suggests that joinder is appropriate in cases alleging harm that is not strictly “transactional.”

*Bose Corp. v. The Partnerships and Unincorporated Associations Identified on Schedule "A"*, No. 19-cv-7467 (N.D. Ill. Feb. 19, 2020) (Durkin, J.) at 10-11 [ECF No. 46]. For at least these reasons, the Defendants are properly joined in this case.

In the *Doggie Dental, Inc. v. CDOFFICE, et al*, No. 21-cv-271, Chief Judge Hornak previously ruled joinder of the Defendants was permissible because the Complaint sufficiently alleged the right to relief against the joined defendants arises "out of the same transaction, occurrence, or series of transactions or occurrences," and that are "questions of law or fact common to all the defendants." [ECF No. 126]. For at least these reasons, the Defendants are properly joined in this case.

**B. Plaintiff is Entitled to a Default Judgment Against Defendants**

**1. The Clerk Properly Entered Default as to Defendants**

The Clerk of this Court enters a default "[w]hen a party against whom judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise." Fed. R. Civ. P. 55(a). The Clerk entered default against Defendants because, as the docket reflects, the time for filing a responsive pleading expired.

**2. Factual Allegations Establish Defaulting Defendants' Liability**

By failing to appear and defend against the Complaint, Defaulting Defendants are deemed to have admitted every allegation therein, and the Court must only determine whether Plaintiffs' Complaint properly states a claim for relief. *See Hritz v. Woma Corp.*, 732 F.2d 1178, 1180 (3d Cir. 1984); *see also Pair Networks, Inc. v. Lim Cheng Soon*, 2013 WL 452565, \*1 (W.D. Pa., February 6, 2013). Plaintiff now moves this Court for a default judgment finding that

Defaulting Defendants are liable on Plaintiffs' Complaint.

“Section 271(a) of the Patent Act defines direct infringement as ‘whoever without authority makes, uses, offers to sell, or sells any patented invention, within the U.S. or imports into the U.S. any patented invention during the term of the patent therefor, infringes the patent. 35 U.S.C. § 271(a).’ *Grecia v. McDonald’s Corp.*, 2018 U.S. App. LEXIS 5903, at \*7-8 (Fed. Cir. Mar. 6, 2018).

In this case, Plaintiff is the exclusive licensee and lawful owner, respectively, of the Plaintiffs' Patent. Plaintiff submitted extensive documentation showing that Defendants make, use, offer for sale, sell, and/or import in the United States for subsequent sale or use products that infringe directly at least claim 1 of the Plaintiffs' Patent. *Allnice, Taylor Fennell Declaration*, Composite Exhibit 1 [ECF No. 25], *TikToks, Taylor Fennell Declaration* [ECF No. 11]; *Yan Peng, Dee Odell Declaration*, Exhibit 1 [ECF No. 7]; *Allnice, Daniel Lentz Declaration*, ¶¶ 26 – 28 [ECF No. 15]; *Yang Peng, Nate Jelovich Declaration*, ¶¶ 26 – 28 [ECF No. 8]. To show infringement, Plaintiff submitted a detailed infringement claim chart for Plaintiffs' Patent that set forth the text of the patent claim compared with images of the infringing products. Exhibits 3 - 8 to the *Allnice* Complaint [ECF No. 1], *TikToks* Complaint [ECF No. 2], and *Yan-Peng* Complaint [ECF No. 2]. Thus, Plaintiff has proven by uncontroverted evidence their patent infringement claims.

As to validity, “[e]ach issued patent carries with it a presumption of validity under 35 U.S.C. § 282.” *Tinnus Enters., LLC v. Telebrands Corp.*, 846 F.3d 1190, 1205 (Fed. Cir. 2017). “This presumption is sufficient to establish a likelihood of success on the validity issue, absent a

challenge by the accused infringer.” *Id.* Here, there is no challenge by any of the accused infringers, thus validity is established by default as well.

The well-pled factual allegations of Plaintiffs’ Complaint *at Allnice*, [ECF No. 1], *TikToks* [ECF No. 2], and *Yan-Peng* [ECF No. 2], including specifically those in Paragraphs 42 - 48, properly allege the elements for each of the above claims. Moreover, the factual allegations in Plaintiffs’ *Complaint*, substantiated by the evidence submitted, conclusively establish the Defaulting Defendants’ liability asserted in the *Complaint*.

In addition to the well pled factual allegations, admitted by default, and established by the evidence, Defendants have also made admissions by failing to respond to the *Requests for Admissions* served upon them. In addition to the well-pled factual allegations, admitted by default, and established by the evidence, Defendants have also made certain admissions by failing to respond to the *Requests for Admissions* served upon them. *See Malkin Dec.*,<sup>2</sup> ¶ 5. These deemed admissions include the following:

Plaintiffs are the owner of U.S. Patent No. 10,834,894 (“the Plaintiffs’ Patent”), issued for “Animal Feeder System and Method of Use” and which covers Plaintiffs’ Product.

You were on notice of the Plaintiffs’ Patent before you began manufacturing, offering for sale, selling, promoting, advertising, and otherwise distributing the Infringing Product.

You have intentionally infringed and continue to infringe at least one claim of the Plaintiffs’ Patent either directly or indirectly through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271, by making, using, selling, importing and/or offering to sell Infringing Products  
But for your infringement and/or counterfeiting of Plaintiffs’ products, Plaintiff would have made each sale you made instead and at Plaintiffs’ pre-infringement selling price.

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<sup>2</sup> Refers to *Declaration of Brian Samuel Malkin* submitted herewith.

At all times relevant hereto, there was consumer demand for the Plaintiffs' Product.

At all times relevant hereto, Plaintiffs have the manufacturing and marketing capability to meet the consumer demand for the Plaintiffs' Product.

Admit that there is no acceptable non-infringing substitute for the Plaintiffs' Product.

Admit that you are selling the infringing product on multiple online platforms including the online platform identified in this lawsuit.

Admit that lost profits is the appropriate measure for Plaintiffs' damage claims against you.

Your unfair competition has driven the market place of Plaintiffs' genuine goods down.

At all times relevant hereto, there was consumer demand for the Plaintiffs'

Accordingly, a Default Judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure as to liability should be entered against the Defaulting Defendants.

### **3. The Damages are Established by the Evidence**

Defendants have also made certain admissions about damages by failing to respond to the *Requests for Admissions* served upon them. *See Malkin Dec.*, ¶ 5. These deemed admissions include the following:

Admit that each month you sold 15,000 units of the Infringing Product.

Admit that your profits from the sales of your infringing and/or counterfeit products totals more than \$300,000.00.

Accordingly, a Default Judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure considering the evidence on damages, as discussed below, should be entered against the Defaulting Defendants.

**4. Plaintiffs are Entitled to a Damage Award Under the Patent Act**

The lawsuits are for patent infringement damages. In each lawsuit, The Plaintiff is seeking an award of \$1,800,000.00 against each Defendant for their intentional patent infringement over at least a one-month period.

Using the same methodology for calculating damages, Chief Judge Hornak awarded individual judgments of \$2,128,500.00 against patent infringing defendants. *See Doggie Dental, Inc. v AVANTDIGITAL*, No. 21-cv-271 (W.D. Pa., February 23, 2022) (Hornak, CJ); *Doggie Dental, Inc. v CDOFFICE*, No. 21-cv-565 (W.D. Pa., February 23, 2022) (Hornak, CJ); *Doggie Dental v. Ahui*, No. 19-cv-1627 (W.D. Pa., September 27, 2021) (Hornak, CJ).

Returning to the current cases, the Plaintiffs' Patent published on July 11, 2019 with substantially similar claims as when it finally issued. For *Allnice*, the Plaintiffs' evidence shows that each Defendant offered the Infringing Product for at least two months over the time that Plaintiff purchased the product, filed the lawsuit, and the Third-Party Service Providers confirmed that the listings were suspended and no longer offering Infringing Products.

Thus, as a matter of law, the Defendants intentionally infringed on Plaintiffs' Patent for at least two (2) months. Defendants admitted, by their failure to answer requests for admissions that they sold 15,000 infringing units each month depriving Plaintiff of at least \$20.00 profit for unit. Over 1 month, that amounts to \$600,000.00 in lost profits. When that amount is trebled against each Defendant for their admitted intentional infringement, it comes to \$1,800,000.00.

Proving lost profits damages first requires evidence that the infringer's activities directly led to the lost profits. "To recover lost profits damages, the patentee must show a reasonable probability that, 'but for' the infringement, it would have made the sales that were made by the

infringer.” *Rite-Hite Corp. v. Kelley Co.*, 56 F.3d 1538, 1542 (Fed. Cir. 1995). One way to show the reasonable probability occurred is by applying the “Panduit test: (1) demand for the patented product; (2) absence of acceptable non-infringing substitutes; (3) manufacturing and marketing capability to exploit the demand; and (4) the amount of the profit it would have made.” *Rite-Hite Corp. v. Kelley Co.*, 56 F.3d 1538, 1545 (Fed. Cir. 1995). Here, Plaintiff has offered their testimony by way of declaration plus the admissions of the Defendants in order to meet each of these elements.

In this case, Plaintiff has handily proven each of the elements required to recover lost profits through their patent, claims chart, testimony and the admissions of the Defendants. Defendants have not contested or put forth any evidence to contradict the Plaintiffs’ damages case as to the infringement of their patent. This court has relied, in part, on admissions made though failure to answer in awarding damages against similar counterfeiting and infringing defendants in four prior cases. *See See Doggie Dental, Inc. v AVANTDIGITAL, No. 21-cv-271 (W.D. Pa., February 23, 2022)(Hornak, CJ); Doggie Dental, Inc. v CDOFFICE, No. 21-cv-565 (W.D. Pa., February 23, 2022)(Hornak, CJ); Doggie Dental v. Anywill, No. 19-cv-682 (W.D. Pa., August 14, 2020)(Hornak, CJ); Doggie Dental v. Max\_Buy, 19-746 (W.D. Pa., August 14, 2020) (Hornak, CJ); Doggie Dental v. Go Well, 19-1282(W.D. Pa., August 14, 2020) (Hornak, CJ); and Doggie Dental v. Worthbuyer, 19-1283 (W.D. Pa., August 14, 2020) (Hornak, CJ).* It is submitted that the award sought in this case would achieve the purposes of punishment, deterrence, and parity with similar damage awards. This Court has recognized the importance of all of these points in its prior damage awards. *See id.*

In short, since Plaintiff has proven one month of damages, the total amounts having been supported by the facts and the law, the total damages awarded against each Defendant should be \$1,800,000.00.

### **5. Plaintiffs Are Entitled to Permanent Injunctive Relief**

In addition to the foregoing relief, Plaintiff seeks entry of a permanent injunction enjoining Defaulting Defendants from infringing or otherwise violating Plaintiffs' rights in its Product, including at least all injunctive relief previously awarded to by this Court to Plaintiff in the temporary restraining order and preliminary injunction. 35 U.S.C. § 283 and Federal Rule of Civil Procedure 65. Plaintiff is also entitled to injunctive relief so it can take prompt action against any new online marketplace accounts or websites that are identified, found to be linking to Defendants, and selling Infringing Product. The injunctive relief ordering storefronts selling infringing products taken down ensures that "zombie" sales (sales of infringing products from prior restrained storefronts) cannot take place using that storefront's electronic communications and processing in the future. The Chief Judge for our District has approved such relief in prior cases. *See Doggie Dental, Inc. v AVANTDIGITAL*, No. 21-cv-271 (W.D. Pa., February 23, 2022)(Hornak, CJ); *Doggie Dental, Inc. v CDOFFICE*, No. 21-cv-565 (W.D. Pa., February 23, 2022)(Hornak, CJ)*Doggie Dental v. Anywill*, No. 19-cv-682 (W.D. Pa., August 14, 2020)(Hornak, CJ); *Doggie Dental v. Max\_Buy*, 19-746 (W.D. Pa., August 14, 2020) (Hornak, CJ); *Doggie Dental v. Go Well*, 19-1282(W.D. Pa., August 14, 2020) (Hornak, CJ); and *Doggie Dental v. Worthbuyer*, 19-1283 (W.D. Pa., August 14, 2020) (Hornak, CJ).

A permanent injunction, like the trebled lost profit damages, would help deter other individuals or corporations from infringing Plaintiffs' valuable patent rights. Additionally, entry of a permanent injunction against Defendants in this case will help expedite any future litigations

between the Defaulting Defendants and Plaintiff, if a case between the parties arises in the future. This equitable result would be in the interest of justice and provide Plaintiff with more flexibility to protect its intellectual property rights. As such, permanent injunctions are routinely entered by other Courts in similar counterfeiting cases. *See Doggie Dental, Inc. v AVANTDIGITAL, No. 21-cv-271 (W.D. Pa., February 23, 2022)(Hornak, CJ); Doggie Dental, Inc. v CDOFFICE, No. 21-cv-565 (W.D. Pa., February 23, 2022)(Hornak, CJ); Doggie Dental v. Anywill, No. 19-cv-682 (W.D. Pa., August 14, 2020)(Hornak, CJ); Doggie Dental v. Max\_Buy, 19-746 (W.D. Pa., August 14, 2020) (Hornak, CJ); Doggie Dental v. Go Well, 19-1282(W.D. Pa., August 14, 2020) (Hornak, CJ); and Doggie Dental v. Worthbuyer, 19-1283 (W.D. Pa., August 14, 2020) (Hornak, CJ); Airigan Solutions, LLC v. Belvia, No. 20-cv-284 (W.D. Pa., April 21, 2020) (Schwab, J.) [DE 34]; Rapid Slicer LLC v. Art-House, No. 19-411 (W.D. Pa., Jan. 9, 2020) (Horan, J.) [DE 44]; and Airigan Solutions, LLC v. Abigail, No. 19-cv-503 (W.D. Pa., Aug 13, 2019) (Fischer, J.) [DE 52].*

#### **6. Plaintiffs Request That This Court Order the Transfer to It of Remaining Assets in Defaulting Defendants' Accounts**

Plaintiff requested a temporary restraining order and preliminary injunction, *inter alia*, to prevent Defaulting Defendants from transferring the funds held in their Third Party Service Provider(s) and Financial Institution(s) accounts beyond this Court's jurisdiction [DE 5]. This Court granted the temporary restraining order and preliminary injunction, preventing Defendants from accessing the funds in their Third Party Service Provider(s) and Financial Institution(s) accounts [DE 16, 36]. This Court found that Plaintiff established a likelihood of success on the merits and irreparable harm in the absence of a temporary restraining order and preliminary injunction. *See Id.*

Plaintiff now requests that this Court order the Third Party Service Provider(s) and Financial Institution(s) to transfer to Plaintiff the assets currently held in the defaulting Defendants' Third Party Service Provider(s) and Financial Institution(s) accounts in partial payment of any award of damages. In the absence of such an Order, it is likely that Plaintiff will be left without any effective means by which to collect from Defendants any monetary judgment entered by this Court. As explained, previously, Defendants and any assets they own, other than those held in their respective Third Party Service Provider(s) and Financial Institution(s) accounts, are presumably located in China. There is no bilateral treaty or multilateral convention in force between the United States and any other country on reciprocal recognition and enforcement of judgments. Moreover, as explained in some detail previously, Defendants are involved in illegal counterfeiting operations and go to great lengths to conceal their identities and whereabouts. As a result, even in the unlikely event that Plaintiff could enforce a U.S. judgment in the Chinese courts, it will be virtually impossible to locate Defendants or any assets they may hold in order to satisfy any monetary damages awarded in this case.

Such orders are routinely entered by this Court to satisfy monetary judgment awards in similar counterfeiting cases. *See Doggie Dental, Inc. v AVANTDIGITAL, No. 21-cv-271 (W.D. Pa., February 23, 2022)(Hornak, CJ); Doggie Dental, Inc. v CDOFFICE, No. 21-cv-565 (W.D. Pa., February 23, 2022)(Hornak, CJ); Doggie Dental v. Anywill, No. 19-cv-682 (W.D. Pa., August 14, 2020)(Hornak, CJ); Doggie Dental v. Max\_Buy, 19-746 (W.D. Pa., August 14, 2020) (Hornak, CJ); Doggie Dental v. Go Well, 19-1282(W.D. Pa., August 14, 2020) (Hornak, CJ); and Doggie Dental v. Worthbuyer, 19-1283 (W.D. Pa., August 14, 2020) (Hornak, CJ); Airigan Solutions, LLC v. Belvia, No. 20-cv-284 (W.D. Pa., April 21, 2020) (Schwab, J.) [DE 34]; Rapid Slicer LLC v. Art-House, No. 19-411 (W.D. Pa., Jan. 9, 2020) (Horan, J.) [DE 44]; and Airigan*

*Solutions, LLC v. Abigail*, No. 19-cv-503 (W.D. Pa., Aug 13, 2019) (Fischer, J.) [DE 52]. See also *Eye Safety Sys., Inc. v. The Partnerships and Unicorporated Ass'ns. Identified in Schedule "A"*, Case No. 18-cv-00034 (N.D. Ill. Mar. 1, 2018) (ordering PayPal to transfer defendants' funds to plaintiff as partial satisfaction of judgment) [DE 41]; *Yeti Coolers, LLC v. Taneil George*, Case No. 17-cv-62215 [DE 46] (S.D. Fl. Mar. 29, 2018) (same).

#### **IV. CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests that the Court grant their Motion for Default Judgment and Permanent Injunction; enter judgment against Defendants for patent infringement (Count I); permanently enjoin Defendants; award Plaintiff trebled lost profits consistent with 35 U.S.C. § 284; award Plaintiff pre-judgment interest on the above damage awards; and grant such further relief as this Court deems appropriate. Plaintiff additionally requests that this Court order the Third-Party Service Provider(s) and Financial Institution(s) to transfer Defendants' assets held by the Third-Party Service Provider(s) and Financial Institution(s) to Plaintiff in partial payment of any default judgment entered against Defendants.

Respectfully submitted,

Dated: April 28, 2022

/s/ Stanley D. Ference III

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