

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

PAWESOME PET PRODUCTS LLC, *et al.*,

Plaintiffs,

v.

COLORFLOWERS, *et al.*,

Defendants.

Civil Action No.

22-629

(Judge Hornak)

[PROPOSED] FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

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” filed herewith (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 Products¹ on at least one of the Amazon.com, eBay.com, aliexpress.com, Walmart.com, or wish.com online platforms.

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 As alleged in Plaintiffs’ 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”).

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. This amount is awarded severally and distinctly as to each such Defendant.

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,² Merchant Storefronts³ 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 cease 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

² 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, eBay.com, aliexpress.com, Walmart.com, and wish.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.

³ 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 Providers⁴ and Financial Institutions⁵ 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.

⁴ 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.

⁵ Financial Institutions are any banks, financial institutions, credit card companies and payment processing agencies, including but not limited to, 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"), Amazon Payments, Inc., PayPal, Inc. d/b/a paypal.com, and Context Logic, Inc. d/b/a wish.com, Walmart ("Walmart Pay operated by Wal-Mart.com USA, LLC Financial Institution(s)"), or marketplace platforms, including but not limited to, Amazon.com, ebay.com, aliexpress.com, Walmart.com, and Context Logic, Inc d/b/a wish.com, and their related companies and affiliates, and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of any Defaulting Defendant.

IV. Follow-Up Requests

IT IS FURTHER ORDERED, as sufficient cause has been shown, that, upon Plaintiffs' 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): B075KYV2DT (small BRISTLY[®]), B075L4L1T2 (medium BRISTLY[®]), and B075KTSHRT (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 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 **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, walmart.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");⁶
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,

⁶ 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., Walmart.com, and wish.com 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 to remain in place pending the final disposition of the claims against all the Defendants;
- 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 _____, 2023.
Pittsburgh, Pennsylvania

Mark. R. Hornak
Chief United States District Judge

cc: Stanley D. Ference III, Esq.
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Brian Samuel Malkin, Esq.
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Schedule “A”
Defendants with Store Name and Seller ID

Def. No.	Defendant/Store Name	Seller ID
2	A INC	A3AUAZULT1L0G2
4	AMVEEDI	A3UL8PHXCHN7XR
5	ARESTLE HOUSEWARES	A2DQX4Y2AU5NFJ
6	BESHIL	A1KATZXUD30X3X
7	BESTZYKJ	A6PTV1WFHC9KH
8	CHOUYUN	A4QI01VXT31RA
9	CHPODOO	A114HQGLDP5A2Q
12	DONGGUAN SHI SHENGKE TECHNOLOGY CO., LTD	AT55CQEWGG2X3
14	FAIRYCITY	A1HXMMC8GQQ6HS
15	FLOSIK TOYS	A3I4ISVGANTN01
16	HSHEN	A2LQZW00C1HYQS
18	JAFVN FASHION	A34VQAVJCFH383
19	JIAYONGJINGMAOYOUXIANGONGSI	A1IIAYXJJIBWFY
24	MAN RUI DEPARTMENT STORE	A317OYCBPDILQD
26	MIXX LABORATORY	A3O0MRWY3USLLF
27	MUJOUTDAY	A3F2S6YGW17B0G
29	NFDDIZAYN	A2OK7J218QCUWB
30	PAWFECTDEPOT	A1P3UMLNCKPJL3
31	PETFITT	A2NWT8X6XNHXK
32	PETHOBBY RJ-SHOP	A9QHHC9N68KZV
34	RUIDAXINXI	A2XNFLPPC13FEP
36	SHANGKEXINRIYONG	A3SRYQ8VZ22XJT
37	SIGOLY	A3K6CJL6YEJSOG
38	SILVA SHOP	AHVEPKDQOOQLS
39	SITUO	A29OZITDKFQWF2
41	SUNNELI	AN5Q1N46JVHOC
42	TANGNERT	A5QF46EEJ0KU5
43	TEENWAY	A375NEJ8P0ELM
44	THE NEIGHBOR'S STORE	A1UGGHD4U8VXIP
46	WANEN	A3CBY6BREN9258
47	WGGH	A32OUA9LYBM2WH
48	WNWZZ	A2SGY75D4DNOEY
49	WUHANCHAOUYOUKUAJINGDIANZISHANGWUYOUXIANGONGSI	A35MK5ML95FWSG
50	Z-GROBAL	AJMX49V6J8AWX
52	ALIEXPRESS GOOD KITCHEN ASSISTANT STORE	cn1535779460abhr
53	ANIMALHOUSE STORE	cn1546747875bcyr
54	ANIYA LIFE STORE	cn1520166439nwax
55	BOUTIQUE LIFE STORE	cn1529696981janr
56	COZY STYLE STORE	cn1058426282ocfae

57	CUDDLY STORE	cn1545971890gqcn
58	DAI DEPARTMENT STORE	cn1533480936hent
59	DETIAN STORE	cn1537161797hnio
60	DOGGIEFUN STORE	cn1538972505ugvt
61	DOGI PET SUPPLIES STORE	cn1519476553usez
62	DZOMNOK STORE	cn1543162650ppkq
63	ERUZARAY LIVING STORE	cn1535795986awcf
64	EVERCHIC SUCH-LIFE STORE	cn1531619505hjbs
65	FCXDG PETS LIFE STORE	cn1531486790sydc
66	FIRRY LIVING STORE	cn1544931550awjd
67	FUTUSHIJIE STORE	cn1539539553kjinw
68	HAPPINESS SUPERMARKET STORE	cn1541151552djwv
69	HJKL PETS LIFE STORE	cn1532891753tylr
70	HOWARDHOME STORE	cn1520582431lnin
71	HYXFLY HOUSE STORE	cn1532038687xyzn
72	IPGY STORE	cn1060081243tmiae
73	IT AND ME PET STORE	cn1529222464lffs
74	JMSHOP STORE	cn1544237608mfpc
75	JSQQ STORE	cn1544615485wahn
76	MATSOFAMIC PET OFFICIAL STORE	cn1529914507ahxy
77	MHORLX STORE	cn1529675141tepv
78	MS HLHW01 STORE	cn1536659104yjwe
79	MS HLHW02 STORE	cn1536364891tmmu
80	MS HLHW03 STORE	cn1535668464ucdp
81	NEW LIFE PRODUCTS STORE	cn1530321924saxo
82	PETITPET STORE	cn1547408921aqdl
83	PICK PET OFFICIAL STORE	cn1543295608cwen
84	SHOP110006051	cn1547880925rutw
85	SHOP1100178032 STORE	cn1060562797inzae
86	SHOP4233035 STORE	cn1522889551hdhv
87	SHOP5431295 STORE	cn1529585088rvsd
88	STAO STORE	cn1522791171auxq
89	TAOTAOPET STORE	cn1531226804kduu
90	TASTYBONE STORE	cn1541216384mkxa
91	TWO L STORE	cn1545076644gsny
92	YANG168 STORE	cn1540789515loev
94	YIWU LINGCHONG PETS STORE	cn1531147800gztj
95	YOKEE PET STORE	cn1062457905dpwae
97	ALITTLETHINGS-XUMU	*1489569792071184843
98	ANGELA_HFF78	*1860285038264886421
99	ANMEL-9921	*2195903347498243151, 2143846803
101	ARELYANGELLAURENT	*1389359835797780087
102	AVERHAYE-0	*1914050174501024562, 2301652432219155489

103	AYKEWA0	*1272479588612356985, 1928732507
104	BEAUTY.BOX	*1184302481498060127 *1701274424172972016
109	CHA_G2YVK	*1259059772341050812, 1324300700
112	DANTRESS	*1742134702180711934
115	DEDAGIRL	*1617777037850501484 *1935078851944970451
117	DMG30	*1183542251891307602, *1717435576245319388
118	DTMGOODS	n/a
119	DULANJANA87	*1548561986332165278
121	EMILY154	n/a
122	ENRIKASTORE	n/a
126	FOCUS-PARTS	*1335783124941722014, 1094578994
127	FOREVERYOUNG377	*1730006541519174725
130	GOODEDEALSNOGALES	n/a
134	HOW-1514	n/a
135	IDYDZ_ACCESSORIES	*1852492863777954108 *1860285769604345164
141	JENNLYNNE2	*1899333192676371322
148	KEITHBATES2012	*1400855168877764012 *1969789770899423302
149	KIDON2014	*2086516231547970530, 1259950364
150	LEADING-WIRELESS	n/a
151	LEM_5142	2369490514
157	MUCERIO7788	*1963899779683435522 *2039838538310301411
158	MUSTANG692010	*2133375703963073881
160	NICS NAXX	*1172757316868952532
162	NORTHERNCOMM_33	n/a
173	RAYSHOP90	1353976524
174	ROHAN E MART	*1677195398622758548
175	RSCHLAPP	*2074930733411807225 *2286463248140922962
176	SANDYS PLACE_10	*1866292945604935887 2262178913
177	SAVAGLO-15	*2189303744223959111
180	SHOP-MIDA	n/a
181	SLICKZTHINGS4U	*1470199089069259961
182	SMARTBUYSTORE_01	*1591759571855363419, 2301479442

186	SUAZNAVARSHOP2	n/a
188	TEXMEDUSA	*1275033380194465599, 2267790406
192	VICKIE7772	193853725636
193	WA321849	4033636879302
197	FABLAB	5d58df0540defd5641acb0fd
198	GXBDYXGS	5d5d10b82736783ea8e269b1
199	SHENZHENDAYANGHUIXINKEJIYOUGONGSI	57c7a2930ec9b42c8afbdab5
200	WONIUNIU	5f40003acacdc1474faea18f
201	XIAZIMEIZHUANG	5b39b18e48fca93fef98276e
202	YWGSYOUTH0410	59f86355dc7a9145d9dff550

Schedule “B” Patent Infringing Products

Type 1 Infringing Product



Type 2 Infringing Product



Type 3 Infringing Product



Type 4 Infringing Product



Type 5 Infringing Product

