

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

AQUAPAW BRANDS LLC,

Plaintiff,

v.

JOYI YAN, *et al.*,

Defendants.

Civil Action No. 22-cv-1607

(Judge Wiegand)

[PROPOSED] FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

This matter comes before the Court upon Motion by Plaintiff 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 Plaintiff’s Patent in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying offering for sale and/or selling and/or sale of Infringing Products.¹

The Court, having considered the Plaintiff’s Motion for Default Judgment and Permanent Injunction, the Declaration of Brian Samuel Malkin in support thereof, the Certificates of Service of the Summons and Complaint, the Entries of Default by the Clerk of Courts, and upon all other pleadings and papers on file in this Action, it is hereby ORDERED as follows (hereinafter,

¹ As alleged in the Complaint, are knowingly and intentionally promoting, advertising, distributing, offering for sale, and selling patent infringing versions of Plaintiff’s AquaPaw® dog bathing device (the “Infringing Product”) which infringe at least one claim of U.S. Patent No. 10,531,728, Hand Attachable Animal Washing Apparatus, (“Plaintiff’s Patent” or “the ‘728 patent”) throughout the United States, including within the Commonwealth of Pennsylvania and this district, by operating fully interactive, commercial Internet based e-commerce stores accessible in Pennsylvania, via at least the Amazon.com, eBay.com, aliexpress.com, Walmart.com and wish.com, or Wish.com Internet market place platforms operating using the seller identities identified on Schedule “A” to the Complaint (the “Seller IDs”).

“Order”):

I. Defaulting Defendants’ Liability

Judgment is granted in favor of Plaintiff 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 Plaintiff have sufficiently set forth the basis for the damage awards requested in their supporting papers, the Court finds that such awards are reasonable and Plaintiff are awarded damages against each of the Defaulting Defendants in Schedule “A” in the amount of \$1,800,000.00. 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) (a) their unauthorized and unlicensed use of Plaintiff’s 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) 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 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 Plaintiff 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

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"), Alibaba.com US LLC d/b/a Aliexpress.com ("Aliexpress"), Amazon.com, Inc. and its affiliate, Amazon Services LLC d/b/a Amazon.com ("Amazon"), eBay, Inc. d/b/a eBay.com ("eBay"), and Context Logic, Inc d/b/a wish.com ("Wish"), and Shopify Inc, ("Third Party Service Provider(s)") and Alipay US Inc. d/b/a Alipay.com ("Alipay"), Amazon Payments, Inc. d/b/a pay.amazon.com, and PayPal, Inc. d/b/a paypal.com ("PayPal") and Walmart Pay operated by Wal-Mart.com USA, LLC ("Financial Institution(s)"), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of any Defaulting Defendant.

Products.

IV. Follow-Up Requests

IT IS FURTHER ORDERED, as sufficient cause has been shown, that, upon Plaintiff's request, within no later than five (5) calendar days of Plaintiff's request:

(1) Amazon is ordered to remove any seller identified by Plaintiff from the following Amazon Standard Identification Numbers (ASIN): B06Y3QSGWP;

(2) Amazon is ordered to suspend any ASIN listing product that Plaintiff assert infringes at least one claim of the Plaintiff's 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 that the products as pictured in the attached **Schedule "B"** are either made, used by, offered for sale or sold into the United States and 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, wish.com, and shopify.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) Upon Plaintiff's request, a Third-Party Service Provider shall remove listings

and/or advertisements for any product that infringes on at least one claim of the Plaintiff's Patent;

(6) 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 Plaintiff 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 Plaintiff as full satisfaction of the Defaulting Defendants' Individual Damages Award for that Defaulting Defendant. Those Defaulting Defendant's Frozen Assets shall be transferred to Plaintiff by Financial Institution(s) through Plaintiff's counsel within twenty (20) business days following service of this Default Judgment Order. Upon receipt by Plaintiff's 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 Plaintiff 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 Plaintiff, by the Financial Institution(s), through Plaintiff's 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 Plaintiff would have enforcing this Order, the Court also hereby grants Plaintiff's request for a post-judgment restraining order continuing the attachment of each Defaulting Defendant's Frozen Assets until Plaintiff 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 Plaintiff would have enforcing this Order:

1. until Plaintiff 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 Plaintiff 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), Plaintiff 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 Plaintiff as partial or full satisfaction of the Defaulting Defendants' Individual Damages Award, unless Defaulting Defendant has filed with this Court and served upon Plaintiff's 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 Plaintiff 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 Plaintiff.

VI. Miscellaneous Relief

- A. Upon Plaintiff's 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 Plaintiff 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 Plaintiff's 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, eBay.com, aliexpress.com, Walmart.com and wish.com and their 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; and shall notify all known and identified purchasers on the Internet marketplace that they purchased an infringing product;
- 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 Plaintiff in the amount of \$5,000.00 is hereby ordered released by the Clerk;
- G. Plaintiff 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 April, 2023
Pittsburgh, Pennsylvania

Christy Criswell Wiegand
United States District Judge

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

Schedule "A"

Defendants with Store Name and Seller ID

Defendant No.	Defendant/Store Name	Seller ID
1	JOYI YAN	A1E0TK70FFQDXI
2	anyangshilaichuangshangmaoyouxiangshi	A26352OHTSIYIQ
3	Aren's comprehensive center	A342JEAB1QWFS5
█	█	█
5	boqin2022	A29Z6JBU932MGS
█	█	█
7	Daqian Shijie	A3J7F2PORKWO7V
8	Duo-YX	ABH5D9FKBMXG
9	dysmzsk	A8QD2MEVFHUNA
█	█	█
█	█	█
12	HYMS	A1XBTUJPD2DY5P
█	█	█
14	kuikui trading	A2LII6AI0FYBFI
15	LaoBaMiZhiXiaoHanBao	A1T1SSJF72TE8T
16	lbyzszl	A1O37O1YH2UJSQ
17	loiqkakq	A2HX9WJAC9P4UG
█	█	█
█	█	█
20	mingbaogou	AWML5AK8LYCET
█	█	█
22	Misoongo	A37GGUAUJ5SQSA
█	█	█
24	PEVHSVZ US	ALOF4AGZYZCYI
25	RVOKOMS Direct	A16KJJAGPD9RRO
26	Shengxin trade - USA	AHU89RSLR2F2P
█	█	█
28	tbsm	A3ULZMACABZBYW
29	Tianliangpiju	A1T86E3FPW5UWS
30	ukoous	A39XN9SOX7GOUQ
31	wanbinshangmao	A203J1HIN4BD16
█	█	█
33	WEI HAO	A2DHD1C965E9WE
34	XINGYI-US	A1CFOYXGXAP8J4

35	Yangqingyu	A31X4B8HKDV3J7
37	yiwushiduijiaoxiandianzishangwuyouxiangongsi	A31F68CGUISY5V
39	your DQ	A3I63PSOWPKDUQ
42	Zhixue Liu	A171JLJCITIG7P
43	A Wonderfully Store	1101867222
44	ATUBAN Pets Store	1101936657
45	BeautHome Store	1101222675
47	Createyourlife Store	1101402982
49	ELife Lovepet Store	1101400412
50	Fever 2 Store	1101564616
52	General Utility Tool Store	1101669721
53	Hompy Poppy Store	1101953224
54	Houzime Store	1101940488
55	HYSAIXIA PETLAND Store	1101445612
56	Interesting lifestyle Store	1101931707
57	Lucky Pets Store	1102035418
58	maidehao Store	1101806239
59	Meowu Store	1101599500
60	MINGO life Store	1101845811
61	Moonbiffy High quality Pet Store	1102110805
62	Nature Home Store	1101935198
63	NICREW Cats & Dogs Store	1101369679
64	Ouyes Pet Life Store	1102021126
65	PET LOVE Store	1101955103
66	Pets Home Store	1101989276
67	Pinze EC Co., Ltd. Store	1101233348
68	PPIT Store	1101424651
69	Puppystar Pets Warm Life Store	1101411714
70	Seeyea Store	1101775444
71	Shop1102094194 Store	1102085250
72	SHUJIE Official Store	1101580774
73	Sofia lifestyle Store	1101630551

74	Triple-Nice Store	1101396069
75	WSEYU Store	1101858150
76	xiao9A Store	1101922601
77	xiao9B Store	1101767445
78	Youjia Kitchen Supplies Store	1102107890
79	Youool Hometown Drop shopping Store	1101311192
80	YY-pet Store	1101846089
81	Zeppo Gadgets Store	1101909467
82	ZJMZYM Daily-Use Sundry Goods Store	1101337191
85	achmadhu 99	234027126654
86	adip45	283510736311
87	amananay4	195216898989
88	an-844627	384964255309
92	best4purchase	314081862900
93	bluevalleyassets	393598674518
94	boasseenontv	392752328778
95	bubbagrgrv	284814830874
96	butle-mary	224441241041
97	buy-from-me.deal	265568313557
98	chanukamalindajayasinghe	125391177469
100	chenm 2270	393372617398
102	cluxton40	393106596375
104	coshe-7870	403445879662
107	fehat-53	384871490949, 384866556811
108	gajindkulasingh_0	402874330121
109	galorenmore	353856383597
110	gencoorganics_1	314044865944
111	gighann-0	255268588890

114	hbj-enterprises	403856690391, 403823187157
115	hobojoe420	275391275479
116	imonkeysllc	284328117858
117	indjayat-87	363479974812
118	innertherealbox	403804413886
121	jagathexport 77	124826163119
122	janakaraj5	255680372517
125	jivan-impex	295189018589
128	kabi mart	265229359154
129	kavindud77	144096879088
130	kavlak-40	203582208214
132	loyaltydress	295117034606
133	mangridd	185518492120
135	mik.fredr	115503110695
136	mkfamilyfarmsteadllc	234614664294
137	msonic8017	373718582937
138	nilangika	393524985789
140	practical.choices	124453249712
141	pramono2015	393439761577
142	premium product uk	304578475665
143	redberry-0515	384996910520, 385083183690, 385087486969
145	rizmanery	294985863035

148	shoplc-us	124487132594
152	timothmccubbin0	194187191069
154	treasure hunter 68	265711434575
155	twigistore 09	295158966054
156	yalgopala 0	385069788163
158	BIOOK Direct	101187560
159	Everest Ventures	6111
162	shanghaiantuowangluokejiyouxianzerengongsi	101191914
163	shenzhenshijiuchenmaoyiyouxiangongsi	101091370
164	Shine Asloa Investment Trade Inc	101079497
165	Shop LC	10735
170	adytutip	607a62c3e5561b4620629163
173	CCL1	5e78c23072b03257001366c6
174	ettiyot	607d1d34c5c974004b9406bb
175	fangbiao1994	57dff51cddd0f0105938ffe1
176	Feiyu Textile	545b102d3dabbe5d2e715a8a
177	Firstglass	5d5bb54b283abc54d04a5303
178	Flygear	5d47f0244f7ba767aad67e99
181	LanXiuLong's Store	5b5a189ef114fc2ac6e4740d
182	lovess	5a53439d149ff83526a4330f
183	mengmeng2457	5f87a4308ce488369fd4b1f8
184	My Smile Power	591a67524b5a470cff52054a
185	Poo Foxx	618dad7b77979285ad5794ff
186	sanyaju	5b457dad044e6a4817a1945b

187	ShopLC	59e4f82772765348701b8716
188	Sulem	5fd9e6b74eed91c9e6370346
190	trilighting	5a4745ccda6ce601a76cd25b
191	Tung1964	5f853cc6e91ca716551becba
192	xiaotingmeimeishipin	5b446deb9de0462bd151d30a
194	yetoooo	5adae83954bd094de7d55945

Schedule "B" Patent Infringing Products

Type 1 Infringing Product



Type 2 Infringing Product

