

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

AQUAPAW BRANDS LLC,

Plaintiff,

v.

TROPICALPARADISE, *et al.*,

Defendants.

Civil Action No. 23-cv-1598

FILED UNDER SEAL

[PROPOSED] PRELIMINARY INJUNCTION ORDER

WHEREAS, Plaintiff filed an *Ex Parte* Application for the following: 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts (as defined *infra*); 3) an order to show cause why a preliminary injunction should not issue; and 4) an order authorizing expedited discovery against the Defendants identified on **Schedule “A”** to the Complaint and attached hereto (collectively, the “Defendants”)¹. The Court has considered the Application, the evidence in the record, and the applicable law.

WHEREAS, Plaintiff filed an *Ex Parte* Motion for An Order Authorizing Alternative Service on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3);

WHEREAS, On September 8, 2023, the Court entered the following Orders:

¹ As alleged in the Complaint, are Defendants are promoting, selling, offering for sale, and distributing goods using confusingly similar imitations of at least one photo or screenshot from at least one of Plaintiff’s copyrighted videos or photographs covered by U.S. Copyright Reg. No. VA-0002098373, U.S. Copyright Reg. No. VA-0002098372, U.S. Copyright Reg. No. VA-0002096921, and U.S. Copyright Reg. No. PA-0002068689 (“Plaintiff’s Copyrighted Works”) (or an unauthorized derivative thereof), and/or (2) using Plaintiff’s works in a willful attempt to pass off their goods as genuine versions of Plaintiff’s goods, thus unfairly competing (“Infringing Products”), 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 Aliexpress.com Amazon.com, eBay.com, Joybuy, Temu, Walmart.com, and wish.com Internet market place platforms operating using the seller identities identified on Schedule “A” to the Complaint (the “Seller IDs”).

(A) (1) a temporary restraining order; (2) an order restraining assets and Merchant Storefronts, (3) an order to show cause why a preliminary injunction should not issue; and (4) an order authorizing expedited discovery against all of the Defendants identified on the attached Schedule “A”, and the Third-Party Service Providers and Financial Institutions, in light of Defendants’ intentional and willful offerings for sale and/or sales of Infringing Products (“Application”); and

(B) Order Authorizing Alternative Service on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3) (“the Alternative Service Order”);

WHEREAS, upon Plaintiff’s motion, in order to give Plaintiff additional time to serve the Defendants, and to provide the Defendants with sufficient time to respond to the Show Cause Order, this Court extended the initial TRO, re-set the briefing schedule, and re-scheduled the Show Cause Hearing to November 2, 2023.

WHEREAS, pursuant to the terms of the Alternative Service Order, the Defendants have been served with notice of this Show Cause Hearing; and

WHEREAS, on November 2, 2023, Plaintiff appeared for the Order to Show Cause Hearing, however no Defendants appeared. Further, none of the Third-Party Service Provider(s) or Financial Institution(s) appeared.

ORDER

I. Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, the injunctive relief previously granted on September 8, 2023, and extended by further Order, shall remain in place through the pendency of this litigation, and issuing this Preliminary Injunction

(hereafter “PI Order”) is warranted under 15 U.S.C. § 1116, 17 U.S.C. § 502, and Federal Rules of Civil Procedure 64 and 65.

Accordingly, each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order are hereby restrained as follows:

- (1) from (a) their unauthorized and unlicensed use of Plaintiff’s Copyrighted Works, 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 Plaintiff’s Copyrighted Works;
- (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

² As defined in the Complaint, a “User Account” is any and all accounts with online marketplace platform, including, Aliexpress.com, Amazon.com, eBay.com, Joybuy, Temu, Wish.com, and Walmart.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.

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 Copyrighted Works which is visible to a computer user or serves to direct computer searches to Internet based e-commerce stores owned, or operated by each Defendant, including the Merchant Storefronts operating under the Seller IDs;
- (5) each Defendant shall not transfer ownership of the User Accounts or Merchant Storefronts associated with the Seller IDs;
- (6) each Defendant shall preserve copies of all computer files relating to the use of any User Accounts and/or Merchant Storefronts under the Seller IDs and shall take steps necessary to retrieve computer files relating to the use of the User Accounts and/or Merchant Storefronts under their Seller IDs that may be deleted before the entry of this Order;
- (7) upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Amazon Services, LLC d/b/a Amazon.com, and Amazon Payments, Inc. d/b/a Amazon Pay (collectively "Amazon"), Joybuy Marketplace operated by Jingdong E-Commerce (Trade) Hong Kong Co. , Ltd and JD E-Commerce America (collectively, "Joybuy"), Whaleco Inc., a Delaware Corporation, which is a wholly

owned subsidiary of Pinduoduo Inc. which is owned by PDD Holdings (collectively, “Temu”), eBay, Inc. d/b/a ebay.com, Walmart Inc. and Wal-Mart.com USA, LLC, wish.com, Alibaba.com US LLC d/b/a Alibaba.com and Aliexpress.com (“Third Party Service Provider(s)’”), and financial institutions, 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”)⁴, Amazon Payments, Inc., Walmart Pay, PayPal, Inc. d/b/a paypal.com, and Context Logic, Inc. d/b/a wish.com (“Financial Institutions,”)⁵ and their related companies and affiliates, shall immediately identify and restrain all funds, as opposed to ongoing account activity, in or which are hereafter transmitted into the accounts related to the Defendants as identified on Schedule “A” hereto, as well as all funds in or which are transmitted into (i) any other accounts of the same customer(s); (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other accounts subject to this Order; and (iii) any other accounts tied to or used by any of the Seller IDs identified on Schedule “A” hereto;⁶

(8) upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial Institution(s), shall immediately divert to a holding account for the trust of the Court all

⁴ WorldPay US, Inc. (“WorldPay”) processes transactions on behalf of Alibaba and Alipay, which may appear as “Aliexpress” on a cardholder’s credit card statement.

⁵ Plaintiff acknowledges it is seeking multiple forms of relief. Plaintiff will promptly provide supplemental briefing or oral argument on any issue should the Court request it.

⁶ This Order contemplates that discovery may reveal that Defendants may have other user accounts operated by other Third-Party Service Providers and Financial Institutions and that the additionally discovery Third Party Service Providers and Financial Institutions, once identified and provided with notice, shall also be subject to the discovery, restraints and injunctions set forth in this Order.

funds in or which are hereafter transmitted into all accounts related to Defendants identified in Schedule “A” hereto, and associated payment accounts, and any other accounts for the same customer(s) as well as any other accounts which transfer funds into the same financial institution account(s) as any other accounts subject to this Order;

(9) The Third-Party Service Provider(s) and Financial Institution(s) shall further, within five (5) business days of receiving this Order, provide Plaintiff’s counsel with all data that details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account holders, until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by any Third-Party Service Provider or Financial Institution for any purpose (other than pursuant to a chargeback made pursuant to that Third Party Service Provider or Financial Institution’s security interest in the funds) without express authorization of this Court;

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

(11) this Order shall apply to the Seller IDs, associated Accounts and Merchant Storefronts, and any other seller identification names, Accounts or Merchant Storefronts, Third Party Service Provider or Financial Institution accounts which are being used by Defendants for the purpose of selling the Infringing Products;

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

(13) this PI Order and the Alternative Service Order shall remain in effect during the pendency of this action or until further order of the Court, and Plaintiff shall serve the Defendants with a copy of this PI Order in accordance with the Alternative Service Order.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that upon Plaintiff's request, any Internet marketplace who is provided with notice of this Order, including but not limited to the Third-Party Service Providers and Financial Institutions, is hereby restrained and enjoined from engaging in any of the following acts or omissions until further order of the Court:

(1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants' Assets from or to financial accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") until further ordered by this Court; and

(2) within (5) days after receiving notice of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts, and any other listings linked to the same sellers or linked to any other alias seller identification names being used and/or controlled by Defendants.

C. IT IS HEREBY ORDERED, as sufficient cause has been shown, that:

(1) Amazon.com, Inc., and its related companies and affiliates, including Amazon Services, LLC, and Amazon Payments, Inc. (collectively “Amazon”), are hereby restrained and enjoined, pending the hearing and determination of Plaintiff’s Application for a preliminary injunction, or until further order of the Court, from processing payments for any products listed under the following Amazon Standard Identification Numbers (ASIN): B06Y3QSGWP by any Seller that has not been authorized by Plaintiff; Plaintiff shall provide notice to Amazon of Plaintiff’s authorized sellers;

(2) Amazon.com, Inc., and its related companies and affiliates, including Amazon Services, LLC, and Amazon Payments, Inc., shall place the following Amazon Standard Identification Number B06Y3QSGWP, into Amazon’s gating program, so that Plaintiff will be able to control which sellers list product under these ASINs; and

(3) upon Plaintiff’s request, Amazon.com, Inc., and its related companies and affiliates, including Amazon Services, LLC, and Amazon Payments, Inc., shall remove listings and/or advertisements for any product that Plaintiff identifies as using Plaintiff’s Copyrighted Works (i.e., preventing a seller from listing for sale under the identified ASIN);

- (4) The Plaintiff has demonstrated 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 are Infringing Products; consequently, all online marketplaces, including but not limited to, Alibaba, amazon.com, ebay.com, aliexpress.com, Joybuy, Temu, 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) Upon Plaintiff’s request, a Third-Party Service Provider shall remove listings and/or advertisements for any product advertised using Plaintiff’s Photographs and/or Videos; and
- (6) this Order shall remain in effect during the pendency of this action or until further order of the Court.

II. Order Authorizing Expedited Discovery

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

- (1) Plaintiff may propound interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff’s counsel.
- (2) Plaintiff may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants, their respective officers, employees, agents, servants and attorneys,

and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff's counsel.

(3) Plaintiff may serve requests for admissions pursuant to FRCP 26 and 36, and Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall provide written responses under oath to such requests within fourteen (14) days of service to Plaintiff's counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within fourteen (14) days of receiving actual notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third-Party Service Provider(s) and the Financial Institution(s), shall provide to Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:

- (1) any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with the respective Third-Party Service Provider;
- (2) the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided;

(3) the Defendants' methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and

(4) Defendants' unauthorized and unlicensed use of Plaintiff's Patent.

III. Security Bond

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

IV. Unsealing Order

IT IS FURTHER ORDERED that the Clerk of Court is hereby directed to unseal all the documents previously filed under seal in this case.

SO ORDERED.

SIGNED this ____ day of November, 2023.
Pittsburgh, Pennsylvania

David Stewart Cercone
Senior United States District Judge

Schedule “A”
Defendants with Store Name and Seller ID

Defendant Number	Defendant/Store Name	Seller ID
1	TropicalParadise	57ee2e936a20961027ed12dd
2	Doggy Steven Store	5dd14fdf703f613b40199956
3	Gift House	5837843215914549efa74462
4	HANXU_NN	63ef35ea57f6c85801d8b8b8
5	nangua	5789b8a99035dc555db25d43
6	xuxiaojun1759	60b0736e36badc94eaffc880
7	yyiyaya	5783466488eb7a0ff31c511a
8	A Family Of Pet Lovers Store	1102765582
9	AODOO shipping Store	1101548934
10	Aquakiwi Store	1101893106
11	Art Bath Store	1101561007
12	AYIJIA-01 Store	1101411973
█	█	█
14	Cute Store	1102728273
15	DGFC HPA Store	1101494615
16	DleHome Store	1101879889
17	Dudon PETS Store	1101309206
18	EHEH Store	1101251677
19	Fashion Clothes For Dogs Store	1102772193
20	FisPet Store	1101986732
21	Gloabl Pets Supplier Store	1101774718
22	Hinko Gany Store	1101397265
23	homegarden1 Store	1101328102
24	HOTcolor Store	1101825446
25	Impression Home Store	1102588103
26	Ipawspace Pet Store	1102498241
27	JANEYI Store	1102156587
28	KeePiy Store	1101868284
29	KOVA TOY Store	1101535082
30	LM Love Pet Store	1101672153
31	LYPets Store	1101384895
32	Magijew Store	1102085314
33	MARUI Store	1101938695
34	ONE PET SUPPLY Store	1101802232
35	OnePet Store	1101954910
36	online hot deals Store	1102005455
37	PETART Store	1102815517

38	Pets Tribe Store	1101303711
39	Petsupplies Dropshipping Store	1101381892
40	PowerPaw Store	1101391964
41	rabichen Store	1101821375
42	Shop1100227377 Store	1102021462
43	Shop1855178 Store	1101103503
44	Shop911458011 Store	1101623327
45	Spicy strips Store	1101610283
46	SSHEN PET Store	1102775209
47	sunnoo Store	1101693689
48	TAIBAIJIA Official Store	1100447201
49	TIPEGON Official Store	1101288772
50	Urwellcome Store	1101930100
51	WBWBM Store	1101516853
52	With Pets Store	1101553176
53	World Pet Supplies Store	1102499012
54	Xleipet Store	1101425963
55	XRuiPet	1101136545
56	XWangPet Store	1101315865
57	Yaluosi Store	1101894886
58	Yongliang LED Lighting Store	1101698793
59	YOZWOO Home Store	1102203325
60	YPLG Store	1101319659
61	ZhuLi866 Store	1101910530
62	RFCW Pet Supplies Store	1102776541
■	■	■
64	Guanlai01	A3879TLL9WFEZF
65	Homegarchen	A2XM1301Y2GYM
66	linshengshangdian	AZ4AF9NXEDD9I
67	ReCheng	A1PBMPVG01QG5E
68	RUN666	A1LSNKBB09HWXP
69	Teagany	AW9YB5V49RGHI
70	WANGSUAN	A34KSQ1M9FITHR
71	xilei888	A3J3ZH8KN8J19Z
72	Shenzhen Kaiyuan da electronic Commerce Co., LTD	10963
73	Shenzhen Mingxinyang trading Co., LTD	9330
74	Chengdu orange flower Cheng technology Co., LTD	11419
75	Excellent Products Shop	6072727823483
76	Many cats	4828499765869
77	Shenzhen Bolandi Toys Co Ltd	6126377163188
■	■	■

■	■	■
■	■	■
■	■	■
82	Worry free shop	40793316327
83	G-CHEN	101276139
84	LiFeng Electronic Co. ItD	101245782
85	Niuta Technology Co., Ltd	101295021
86	SHANG HAI BAO YU ELECTRONIC BUSINESS CO LTD	101044628
87	Ugerlov Fashion Co. Ltd	101180744
88	Xinlie	101095294








Schedule “B”

Defendant No.	Defendant/Store Name	Screen shot
1	TropicalParadise	
2	Doggy Steven Store	
3	Gift House	
4	HANXU_NN	
5	nangua	
6	xuxiaojun1759	
7	yiyaya	
8	A Family Of Pet Lovers Store	
9	AODOO shipping Store	










18	EHEH Store	
19	Fashion Clothes For Dogs Store	
20	FisPet Store	
21	Gloabl Pets Supplier Store	
22	Hinko Gany Store	
23	homegarden1 Store	
24	HOTcolor Store	
25	Impression Home Store	











26	Ipawspace Pet Store	
27	JANEYI Store	
28	Keepiy Store	
29	KOVA TOY Store	
30	LM Love Pet Store	
31	LYPets Store	
32	Magijew Store	
33	MARUI Store	
34	ONE PET SUPPLY Store	








35	OnePet Store	
36	online hot deals Store	
37	PETART Store	
38	Pets Tribe Store	
39	Petsupplies Dropshipping Store	
40	PowerPaw Store	<p>HOW TO USE</p> 
41	rabichen Store	
42	Shop1100227377 Store	
43	Shop1855178 Store	

44	Shop911458011 Store	
45	Spicy strips Store	 
46	SSHEN PET Store	
47	sunnoo Store	
48	TAIBAIJIA Official Store	
49	TIPEGON Official Store	
50	Urwellcome Store	
51	WBWBMV Store	
52	With Pets Store	 
53	World Pet Supplies Store	 

54	Xleipet Store	 
55	XRuiPet	
56	XWangPet Store	 
57	Yaluosi Store	
58	Yongliang LED Lighting Store	 
59	YOZWOO Home Store	
60	YPLG Store	
61	ZhuLi866 Store	

62	RFCW Pet Supplies Store	
63	aofenggasiefeng	
64	Guanlai01	
65	Homegarchen	
66	linshengshangdian	
67	ReCheng	
68	RUN666	
69	Teagany	
70	WANGSUAN	

71	xilei888	
72	Shenzhen Kaiyuan da electronic Commerce Co., LTD	
73	Shenzhen Mingxinyang trading Co., LTD	
74	Chengdu orange flower Cheng technology Co., LTD	
75	Excellent Products Shop	
76	Many cats	
77	Shenzhen Bolandi Toys Co Ltd	
78	Sports Hall	
80	TGB	
81	Thousands of birds to Lin	

82	Tirith	
83	Worry free shop	
84	G-CHEN	
85	LiFeng Electronic Co. ItD	
86	Niuta Technology Co., Ltd	
87	SHANG HAI BAO YU ELECTRONIC BUSINESS CO LTD	
88	Ugerlov Fashion Co. Ltd	 <p>Shower Adapter</p> <p>Adapters Included!</p> <p>Garden Hose * Tapset Adapter</p>