

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

PAWESOME PET PRODUCTS LLC, *et al.*,

Plaintiffs,

v.

LV LIANG KITCHENWARE STORE, *et al.*,

Defendants.

Civil Action No.

24-905

(Judge Hornak)

[PROPOSED] FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION¹

This matter comes before the Court upon Motion by Plaintiffs for entry of a default judgment and permanent injunction against the Defendants identified on Schedule “A” 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 Products² on at least one of the Amazon.com, eBay.com, aliexpress.com, Temu.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

¹ This default judgment does not dispose of all the claims against all of the Defendants. Several are still in negotiations or in active litigation and have not been defaulted. These Defendants are not included in the Schedule A for this motion.

² 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”).

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, “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,³ Merchant Storefronts⁴ or any money, securities or other property or assets of Defendants (hereinafter collectively referred to as "Defendants' Assets");
- (3) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, and/or display for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order;
- (4) each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately 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

³ As defined in the Application, a "User Account" is, as defined in the Complaint, any and all accounts with online marketplace platform(s) Amazon.com, eBay.com, aliexpress.com, Joybuy.com, Temu.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.

⁴ As defined in the Application, a "Merchant Storefront" is any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in products which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them.

owned, or operated by each Defendant, including the Merchant Storefronts operating under the Seller IDs; and

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

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

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

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

(2) providing services to Defaulting Defendants, Defaulting Defendants' User Accounts and Defaulting Defendants' Merchant Storefronts, including, without limitation, continued

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

⁶ Financial Institutions are any banks, financial institutions, credit card companies and payment processing agencies, 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., Walmart Pay, PayPal, Inc. d/b/a paypal.com, and Context Logic, Inc. d/b/a wish.com, or marketplace platforms, including but not limited to, Amazon.com, ebay.com, aliexpress.com, and Context Logic, Inc d/b/a wish.com, Temu.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.

operation of Defaulting Defendants' User Accounts and Merchant Storefronts which are connected in any way in the distribution, marketing, advertising, offering for sale, or sale of any products; and (b) shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner Infringing Products.

IV. Follow-Up Requests

IT IS FURTHER ORDERED, as sufficient cause has been shown, that, upon Plaintiffs' 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 Amended Schedule A third column under "**Amazon ASIN Number(s)**" (i.e. any seller is prevented from listing for sale under the identified ASIN);
- (4) The Plaintiff has proven that the following products as pictured in the **Schedule "B"** are either made, used by, offered for sale or sold into the United States contain every element or equivalent of at least one claim of the Plaintiff's Patent; consequently, all online marketplaces, including but not limited to, amazon.com, eBay.com, aliexpress.com, and wish.com, shall upon receipt of this Order, suspend, block, tombstone, and/or delete any and any

product listings identified by the Plaintiff as either identical or substantially similar, to the above-described products in **Schedule “B”**, whether sold by the Defendant or other persons or entities.

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

V. Post-Judgment Asset Transfer and Asset Freeze Order

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

Defendant's Frozen Assets and Defaulting Defendant's Frozen Accounts. To the extent that a Defaulting Defendant's Frozen Assets are less than the Defaulting Defendants' Individual Damages Award, that Defaulting Defendant's Frozen Assets are hereby released and transferred to Plaintiffs as partial satisfaction of the Defaulting Defendants' Individual Damages Award for that Defaulting Defendant and those Defaulting Defendant's Frozen Assets shall be transferred to Plaintiffs, by the Financial Institution(s), through Plaintiffs' counsel forthwith.

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

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

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

- U.S. or abroad) (“Defaulting Defendants’ Additional Assets” and “Defaulting Defendants’ Additional Financial Accounts,” respectively), Plaintiffs shall have the ongoing authority to serve this Order on any Financial Institutions controlling or otherwise holding such Defaulting Defendants’ Additional Assets and/or Defaulting Defendants’ Additional Financial Accounts (“Financial Institutions holding Defaulting Defendants’ Additional Assets and/or Financial Accounts”);⁷
2. upon notice of this Order, Financial Institutions holding Defaulting Defendants’ Additional Assets and/or Financial Accounts shall immediately locate Defaulting Defendants’ Additional Financial Accounts, attach and restrain such Defaulting Defendants’ Additional Assets in Defaulting Defendants’ Additional Financial Accounts from being secreted, concealed, transferred or disposed of or withdrawn; and
 3. no later than after twenty (20) business days following the service of this Order on Financial Institutions holding Defaulting Defendants’ Additional Assets and/or Financial Accounts, Financial Institutions holding Defaulting Defendants’ Additional Assets and/or Financial Accounts shall transfer all Defaulting Defendants’ Additional Assets to Plaintiffs as partial or full satisfaction of the Defaulting Defendants’ Individual Damages Award, unless Defaulting Defendant has filed with this Court and served upon Plaintiffs’ counsel a request that such Defaulting Defendants’ Additional Assets be exempted from this Order; at the time the funds are transferred,

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

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, 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, Walmart.com, eBay Inc., and Temu.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 will continue to be held by the Clerk of Courts until further order of the Court.
- 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 _____, 2024.
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

Defendant Number	Store/Seller Name	Seller ID
1	Lv Liang kitchenware store	101675698
2	Aiperq	101651976
3	cckkykgn	101644080
4	fanggeziqi	101652879
5	FASLMH	101106761
6	GeLan12	101642304
7	GUANGNAN Technology Co., Ltd.	101300508
8	guangxitanlie	101646572
9	jinanming	101676651
10	jinanyanqiukejizixun	101683561
11	JY shop	101591806
12	LaMaz	101610657
13	LeDongst	101597103
14	SHNWU	101613849
15	suohe852	101675908
16	SYINGQIAN	101689215
17	taichengjiankang	101646520
18	TaiYuanShiDanYouShangMao	101609518
19	Tianlan	101675267
20	weiqian	101645700
21	XiHAMA2023	101522486
22	xinfabanjin	102492088
23	XMEIJIE	101689882
24	YangBiYing12	101642295
25	Yurney	101688205
26	ZIME	101302712
27	3C PLUS DropShipping Store	1101988440
28	Alice Pet Home Store	1102418174
29	Amigo Go Shop1102719897 Store	1102720906
30	Beisite Store	1102906731
31	Coolbear Store	1102524529
32	Cosima and Kira Store	1101714862
33	Cutie Pet Store	1103241096

34	CYGJ Pet Store	1102732130
35	De Kutwal Home Decor Store	1102938084
36	FW Housewear And Rain Gear Store	1101618446
37	Hallo you Store	1101357650
38	Have Integrity Store	1102516981
39	Herbalscandybox Store	1102684546
40	HOCOSHINE Store	1103017133
41	Homey Homie Store	1101288098
42	-Interesting life Store	1101931707
43	Kid-Three Store	1102529392
45	KUDI Pet Supplies Official Store	1102644678
46	Malotti Pet Supplies Store	1103305568
47	MeiKEA Home Furnishings Store	1102663206
48	Ming Nuo Home Store	1102528444
49	more buy Store	1102244137
50	Oriental Pet Store	1102057043
51	Pets Happiness Life Store	1101735643
52	PetStar Store	1103573738
53	Shop1102697005 Store	1102688508
54	Shop1102904122 Store	1102900176
55	Shop1103056217 Store	1103051267
56	Shop1103755325 Store	1103756180
57	Shop1748437 Store	1101042013
58	SONFRUT Store	1101717597
59	Surprise Life Store	1101227874
60	Sur-Soul Store	1103139076
61	Urban Home Store	1102658311
62	Warm Life Household Store	1102588494
63	Warm Little Shop Store	1103728233
64	Xiao Qi Store	1101756068
65	XIZOU-NO5 Store	1102018228
66	Yikuu Store	1101450656
67	YiNiu Three Store	1103086034
68	Zhouyi Store	1103378095
69	AHTR STORE	A1D1RFSKB2S1C7
70	Boyka1899	AM1V0RS86XRIS
71	CAPIWASKA	ALMXUMJG7I6O9
72	CHENJIE1	A24ZU6PFAT2K2C
73	ChuanJieShop	A1N78197U11X9N

75	Daily Present	A1N870RSTLA9KV
77	FranCoin	A2710MGVSNLO3B
78	FTM SUPLLY	A16UW0V5VXX6N3
79	GGSTSL	AVQZFZ4PPAOT6
80	Gjldjne	A3UVYYUWSN3NY6
81	guangzhouzechenyuncangcangchuyouxiangongsi	A2JXDD60SHETUO
82	H K A MUSTAFA	A2UAQKCL2U71XL
83	Haikou Jiaile Department Store	A1HKR96K5RS83X
84	HOME FUSION PRO LLC	A2QMVA2MJFUGF8
85	IGTO	A1JSG6SS7R2WAT
86	InWorld	A1F7R6742I2A4I
87	kisuin	A3CS6Y9AMOAQQY
88	Krthi Stores	A3S42567QWYT64
89	Menoli Store	ABVG1LNOB6XWF
90	MuXueBinJiaJu	A3N9FY0PHH7837
91	nicedaily	A18XJCUMKLG96
92	ningchengxianhuihengdedianzishangwushanghang	A2TDHAL3UY4ALJ
93	OHEPFD	A10LIV73T7P5TY
95	PingXiangShiYuLingKuaJingDianZiShangWuYouXianGongSi	A2ZEYW1MV11NGE
96	RCA Home Products	A1ANU0267SZOKI
97	Rewyta	A8HVLRQVXL4I6
99	saneze	A113XIBFCABWE3
100	Sellium Store	AFMGR6CAI1SQG
101	Shaww Juu	AFKGY5BEPRJO5
102	ShenZhenShiRuiXinHongKeJiYouXianGongSi	A2MQA26YNHRNG8
103	SINCREX	A210QBPC58IJOM
104	SKAI-SHOP	A3STT5B54NOJ0N
105	STRACKER MART	APLI7V9PQ0UVD
106	Ten Bagger	ALYG20SJ13BX3
107	TRSM SHOP	A1ULL2BK4P4KJY
108	WANGAODZ	A2MCZYR5ZWZLBT
109	WWCCXX	A1R1FTP2Z7Q34
110	yukashangmaoweq	A1UYOVJV58CY6I
112	HAPPY CAI	634418214271215
113	JIXINXX	634418216073075
114	Nopesh Intelligent	5453560542401
115	Pet Luck Fen	634418214018541
116	Yiduoduopc	634418215261107

117	OBTOOLS	592e9a9a7fcf2d351b66b407
118	jiangliRR	5c149f44d6de137dec617f6e
119	Fenglinjoy66	58a2e83f2302674f3ad635ee

Schedule B

Type 1 Infringing Product



Type 2 Infringing Product



Type 3 Infringing Product

