

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

AQUAPAW BRANDS LLC,

Plaintiff,

v.

PUSIFICA, *et al.*,

Defendants.

Civil Action No. 23-538

(Judge Wiegand)

**[PROPOSED] AMENDED FINAL DEFAULT JUDGMENT AND PERMANENT  
INJUNCTION**

Upon consideration of Plaintiff's Motion to Amend Final Judgment and Permanent Injunction [ECF No. 70] to include Defendants on Appendix "A", pursuant to Federal Rule of Civil Procedure 58, and for good cause shown, it is hereby ORDERED as follows:

**I. Defaulting Defendants' Liability**

Judgment is granted in favor of Plaintiff on all claims asserted against Defendants in Appendix "A", and these Defendants are now subject to this Order and included in the attached Schedule "A" listing all the Defendants subject to this Amended Final Judgment and Permanent Injunction.

**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 has sufficiently set forth the basis for the damage awards requested in their supporting papers,

the Court finds that such awards are reasonable, and Plaintiff is 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 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,<sup>1</sup> Merchant Storefronts<sup>2</sup> or any money, securities or other property or assets of Defendants (hereinafter collectively referred to as “Defendants’ Assets”);

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<sup>1</sup> 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, 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.

<sup>2</sup> 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.

- (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
- (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's any and all Infringing Products.

C. IT IS FURTHER ORDERED that Third Party Service Providers<sup>3</sup> and Financial Institutions<sup>4</sup> are permanently enjoined and restrained from:

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<sup>3</sup> 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.

<sup>4</sup> 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

(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.

#### **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): B07DKNN87F;

(2) Amazon is ordered to suspend any ASIN listing product that Plaintiff asserts 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

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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.

(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 has 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 has 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 discovers 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");<sup>5</sup>
2. upon notice of this Order, Financial Institutions holding Defaulting Defendants' Additional Assets and/or Financial Accounts shall immediately locate Defaulting

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<sup>5</sup> 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.

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, total sales of all goods for the Defendant's store, inclusive of the Infringing Products, 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 Plaintiff; (iv) the identities, location and contact information, insurance policies, including any and all e-mail addresses of Defendants that were not previously provided; (v) 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 (vi) in order to facilitate the discovery and collection of any assets to satisfy the judgments against the Defendants, Plaintiff is granted leave of the Court to serve subpoenas and take discovery from the Third Party Service Providers and Financial Institutions who have been subject to this Court's jurisdiction throughout these proceedings.

#### **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, Inc. and its affiliates, eBay.com, aliexpress.com, Walmart.com, wish.com, Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform, 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 shall be released.
- 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 \_\_\_\_\_, 2024  
Pittsburgh, Pennsylvania

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Christy Criswell Wiegand  
United States District Judge





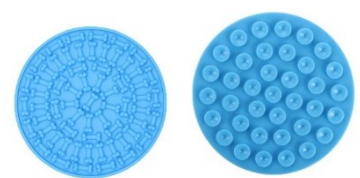
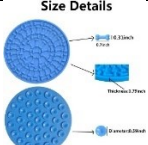
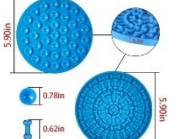


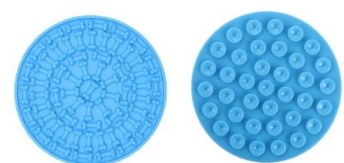
cc: Stanley D. Ference III, Esq.  
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Brian Samuel Malkin, Esq.  
bmalkin@ferencelaw.com

## Appendix “A”




Defendant No.	Defendant/Store Name	Seller ID
5	Anna&Palm	A3SUKPT48HPUZT
6	BaiZhiJiaBaiHuoDian	A257DG0LT8499X
11	fayashangmao	A2BJ1RYLMF9OBY
12	GUANGZHOURUYINSHANGMAOYOUXIANGONGSI	A1KVU24YSX3UXO
13	jdiejcdo	A2QBDVHFMM8XRH
14	jinghongyoubailiriyongbaihuodian	A3P53MQ1KM7ITK
15	Kairong Trade	A4EG2B3VHBATQ
16	KANGKANGDIAN	A3JI3UKMFK96E6
17	kunmingjuhuangshangmaoyouxiangongsi	A3GAR8WJUSDU9P
20	llqyafe	A1DXC2AG744LK1
22	LYISVDENG	A2WM6SJP0Z7FPC
26	Qqy store	AKJHB7YE0U9YO
29	TIZGO	A2LY0SPUGGPX11
30	wanzaixianmangquanbaihuoshanghang	ARUWZP3ROXSR
31	Xueye Shop	AGNOM1YJ971F9
33	yonzhen	A30XSVBONICD9V
34	yuanbaoshanquchaoleibaihuoshangdian	A1JPTNUKELXMKI
36	yunxiaoxiantongmeibaihuodian	A3NILFTB6AQZ3V
37	YYDSLiuHongyan	AO93YVNPDP8P7D
38	ZABBOW	A2VBL35MYKT7ZN
40	zhangweiamz	A2V1ZRHEVAXA3L
41	BDH Co.Ltd.	101130159
43	Caper Bro.	101105556
44	CHENGDUWEIYUEZHENYUSHANGMAOYOUXIANGONGSI	101198309
45	Fancy seller	101274350
46	Flancler	101173893
47	JN Co.,Ltd	101211303
48	lenbest Joy	101111109
49	Royal Voinne	101318216
50	Shen Zhen Shi Niu Fang Ke ji You Xian Gong Si	101240265
51	su zhou ben he feng dian zi shang wu you xian gong si	101261970
54	Xincheng TEC	101105303

## Schedule “B Patent Infringing Products

Defendant No.	Defendant/Store Name	Screen shot
5	Anna&Palm	
6	BaiZhiJiaBaiHuoDian	
11	fayashangmao	
12	GUANGZHOURUYINSHANGMAOYOUXIANGONGSI	
13	jdiejcdo	
14	jinghongyoubailiriyongbaihoudian	
15	Kairong Trade	
16	KANGKANGDIAN	

20	llqyafe	
22	LVISVDENG	
26	Qqy store	
29	TIZGO	
30	wanzaixianmangquanbaihuoshanghang	
31	Xueye Shop	
33	yonzhen	
34	Yuanbaoshanquchaoleibaihuoshangdian	
36	yunxiaoxiantongmeibaihuodian	
37	YYDSLiuHongyan	



49	Royal Voinne	
50	Shen Zhen Shi Niu Fang Ke ji You Xian Gong Si	
51	su zhou ben he feng dian zi shang wu you xian gong si	
54	Xincheng TEC	