

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

ALLSEASON ENTERPRISES, LLC,

Plaintiff,

v.

ROUTES ENTERPRISES, *et al.*,

Defendants.

Civil Action No.

FILED UNDER SEAL

[PROPOSED] 1) TEMPORARY RESTRAINING ORDER; 2) ORDER RESTRAINING ASSETS AND MERCHANT STOREFRONTS; 3) ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE; AND 4) ORDER AUTHORIZING EXPEDITED DISCOVERY

This matter is before the Court upon Plaintiff's *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"). The Court has considered the Application, the evidence in the record, and the applicable law.

Specifically, Plaintiff has obtained evidence clearly demonstrating that Defendants are using without authorization Plaintiff's copyrighted photographs¹ and some are engaged in Trademark Infringement and Counterfeiting of Plaintiff's Marks² and some are infringing on

¹ Plaintiff has obtained the following copyright registrations on its original photographs used to Market and advertise its products: TX 9-367-638, TX 9-388-519, TX 9-388-522, TX 9-388-523, TX 9-389-848, TX 9-389-849, TX 9-394-790 all with the title "Multimineral Sea Moss Black Seed" published on October 15, 2022. True and correct copies of the registrations and the deposit copies are attached to the Complaint and marked, respectively, as **Exhibits 3A – G** ("Plaintiff's Works")

² Plaintiff owns the common law trademark CLEAN NUTRA™ and registered trademarks, CLEAN NUTRA & design (U.S. Reg. No. 7031116 and CLEAN NUTRACEUTICALS & design (U.S. Reg. No. 7031117)

Plaintiff's Trade Dress³, while promoting, selling, offering for sale and distributing knock-offs of Plaintiff's Products⁴ in a willful attempt to pass off their knock-off products as genuine versions of Plaintiff's Products within this district and throughout the United States by operating e-commerce stores established via at least one of the Internet marketplace websites Amazon.com, aliexpress.com, eBay.com, Temu, wish.com, and Walmart.com under their Store Names and Seller Names identified on Schedule "A" of the Complaint (the "Seller IDs" ("Infringing or Knock-Off Products.))⁵

Based on this evidence, Plaintiff's Complaint alleges claims for federal copyright infringement pursuant to 17 U.S.C. § 501(a).

FACTUAL FINDINGS & CONCLUSION OF LAW

1. Plaintiff, ALLSEASON ENTERPRISES, LLC, ("ALLSEASON"), is likely to prevail on its copyright claims at trial.

("Plaintiff's Marks")(True and Correct Copies of the registration certificates are attached to the Complaint as **Exhibits 4A and 4B)**

³ Plaintiff's Trade Dress comprises the organization, selection of the text, arrangement of the elements of the creative artwork and colors for the label, the differently colored spheres containing abbreviations for various vitamins, minerals, and supplements, the black tree shaped background and the distinctly proportioned text. The Trade Dress is distinct and immediately conveys the source of the goods to the consumer.

⁴ Plaintiff directly sells its supplements on its Amazon store using the ASIN BOBG94RWYN (single bottle) and ASIN BOBG6TGKZS (two bottles). ASIN Refers to Amazon Standard Identification Number. Each product is assigned a unique ASIN when listed on Amazon.

⁵ Plaintiff has indicated that prior to filing this lawsuit, Plaintiff viewed a public seller profile that is published by certain Defendant's storefronts that purports to identify the name and address of the Defendant. Solely based upon their representation on their storefronts, the following defendants have identified themselves as US-based and are not at this time alleged to be foreign sellers: Routes Enterprises, A4Effort, BAZAN LLC, DATH store, FanFentac Ltd., FB Handyman, GIANTBEAR GLOBAL, Gibson's Essentials, GP-Shoppers, JhnPakistan, LifexStore, LLC Divine Healing Sea Moss, Mazamart, MDA LOGISTICS INC, Naqi Prime inc, Nodomo, Nutri plus, Orber Shop, Shop with Brookes, TY FAB WORKS LLC, UGIRL-US, VOLTZAP, ank_store, Avidmarket, beauty-store_8, bsm950, Discount Direct Deals 100, Fillapex, freeafterever2013, FURTUE, GlobalTech Treasures Inc, guliyuk-60, HANDSOME/DEAL, hkkule1015, imindsets1030, janakleesdeals, Jessica's Botanical Boutique, kattrodrigue5, Live Love Shop Inspire, mcc-creations-llc, MINGJIE1, minhabeautystore, Naturbodi, onedudeshop, pineappleinja, QC THE MARKET, Qwick Stop, RetailTherapy708, romakha_93, S&J Daily Discounts, sharpointedthings, shelliyode_0, supermarket-k, The.Urban.Essentials, thevitaminshop23, three-3brothers-inc, trendystickers, uclickishipfl, WestCoastGoodz, wingsolutions, Worldmart Wholesale, and zaranew.

2. Plaintiff's Products have unique packaging, labels, and designs that are inherently distinct features, including, color, size, and shape selections, that all function as a source identifier for the Plaintiff's Product. The combined distinct features of the Plaintiff's Works all support the copyright registrations issued by the U.S. Copyright Office. Screen shots of the Plaintiff's Amazon Store and Web Site are shown in **Complaint Exhibit 2**.⁶

3. The combined unique features, ornamental, and decorative features of Plaintiff's Product packaging, Plaintiff's Marks, and Plaintiff's Works comprise Plaintiff's Trade Dress, including the distinct photographs, the design, the instructions, the packaging, and the unique presentation of the product, all comprise Plaintiff's valuable intellectual property ("IP") and all have become distinct in consumer's minds such that consumers associate all of this IP with Plaintiff's Products.

4. Defendants, by operating Internet based e-commerce stores and fully interactive, commercial Internet websites operating under Defendants' respective seller identities set forth on Schedule "A" hereto (the "Seller IDs"), have advertised, promoted, sold, and offered for sale goods featuring, displaying, and/or using Plaintiff's Works without authorization and Plaintiff has determined the products that each Defendant is offering for sale are not genuine products.

5. Through the e-commerce marketplace platform, Plaintiff accessed all of the e-commerce stores operating under Defendants' Seller IDs and captured the Defendants' listings at issue on the e-commerce stores. At the conclusion of the process, the detailed webpages and photographs were inspected by Plaintiff's representative who confirmed that each Defendant is

⁶ As set forth in the Complaint, and proven in **Composite Exhibit 1**, all of the Defendants are infringing on one or more Plaintiff's federal copyright registration and/or trade dress. ("Infringing Products").

featuring, displaying, and/or using Plaintiff's Marks, and/or Works and/or Trade Dress without authorization and the products that each Defendant is offering for sale are not genuine products.

6. Plaintiff has a strong probability of proving at trial that consumers are likely to be confused by Defendants' advertisement, promotion, sale, offer for sale, or distribution of products with unauthorized and unlicensed uses of Plaintiff's Marks and/or Works and/or Trade Dress.

7. Plaintiff and consumers are likely to suffer immediate and irreparable losses, damages and injuries before Defendants can be heard in opposition, unless Plaintiff's Application for *ex parte* relief is granted. There is good cause to believe that the unauthorized and unlicensed use of Plaintiff's Works will continue in the marketplace; that consumers are likely to be misled, confused, and disappointed by the quality of the products so advertised; and that Plaintiff may suffer loss of sales for its genuine products and an unnatural erosion of the legitimate marketplace in which it operates. There is also good cause to believe that if Plaintiff proceeds on notice to Defendants of this Application, Defendants can easily and quickly change the ownership or modify e-commerce store account data and content, change payment accounts, redirect consumer traffic to other seller identification names, and transfer assets and ownership of Seller IDs, thereby thwarting Plaintiff's ability to obtain meaningful relief. As other courts have recognized, proceedings against those who deliberately traffic in infringing merchandise are often useless if notice is given to the adverse party.

8. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, its reputation, and its goodwill as a manufacturer and distributor of quality products, if such relief is not issued.

9. The public interest favors issuance of the temporary restraining order in order to protect Plaintiff's interests and protect the public from being injured, deceived, and defrauded by the passing off of Defendants substandard goods as Plaintiff's genuine goods.

10. Under Pennsylvania law this Court may issue a prejudgment asset restraint where Plaintiff's complaint asserts a claim for money damages.⁷ This Court also has the inherent authority to issue a prejudgment asset restraint when Plaintiff's complaint seeks relief in equity. According to the Copyright Act, 17 U.S. Code § 504, Plaintiff seeks, among other relief, that Defendants account for and pay to Plaintiff its actual damages and all profits realized by Defendants or statutory damages, by reason of Defendants' unlawful acts. Therefore, this Court has the authority to grant Plaintiff's request for a prejudgment asset freeze to preserve the relief sought by Plaintiff and preserve the Defendants' ability to at least partially satisfy a judgment.

⁷ Under Pennsylvania law, pre-judgment restraints are permitted as against all defendants. *Walter v. Stacey*, 837 A.2d 1205 (Pa. Super. 2003) (injunction entered restraining assets in action seeking damages for a wrongful death); *Hoxworth v. Blinder, Robinson & Co., Inc.*, 903 F.2d 186 (3d Cir. 1990) (affirming injunction entered restraining assets in class action lawsuit). Plaintiff's pre-filing investigation indicated that Routes Enterprises, A4Effort, BAZAN LLC, DATH store, FanFentac Ltd., FB Handyman, GIANTBEAR GLOBAL, Gibson's Essentials, GP-Shoppers, JhnPakistan, LifexStore, LLC Divine Healing Sea Moss, Mazamart, MDA LOGISTICS INC, Naqi Prime inc, Nodomo, Nutri plus, Orber Shop, Shop with Brookes, TY FAB WORKS LLC, UGIRL-US, VOLTZAP, ank_store, Avidmarket, beauty-store_8, bsm950, Discount Direct Deals 100, Fillapex, freeafterever2013, FURTUE, GlobalTech Treasures Inc, guliyuk-60, HANDSOME/DEAL, hkkule1015, imindsets1030, janakleesdeals, Jessica's Botanical Boutique, kattrodrigue5, Live Love Shop Inspire, mcc-creations-llc, MINGJIE1, minhabeachstore, Naturbodi, onedudeshop, pineappleninja, QC THE MARKET, Qwick Stop, RetailTherapy708, romakha_93, S&J Daily Discounts, sharpappointedthings, shelliyode_0, supermarket-k, The.Urban.Essentials, thevitaminshop23, three-3brothers-inc, trendystickers, uclickishipfl, WestCoastGoodz, wingsolutions, Worldmart Wholesale, zaranew may be U.S.-based. Pre-judgment restraints are appropriate against these U.S. sellers under *Walter* and *Hoxworth*. See also, *Broadway v. Colorflowers, et al.*, 22-cv-510-JNR (W.D. Pa., filed April 12, 2022); *Doggie Dental Inc. et al. v. AvantDigital et al.*, 21-cv-565-MRH (W.D. Pa., filed April 29, 2021) and *Doggie Dental Inc. et al. v. CDOoffice et al.*, 21-cv-271-MRH (W.D. Pa., filed February 25, 2021). *Doggie Dental Inc. v. Go Well*, No. 19-cv-1282 (W.D. Pa. Oct. 11, 2019) (Hornak, J.) (sellers on amazon.com); *Doggie Dental Inc. v. Worthbuyer*, No. 19-cv-1283 (W.D. Pa. Oct. 11, 2019) (Hornak, J.) (sellers on ebay.com); *Doggie Dental Inc. v. Max_Buy*, No. 19-cv-746 (W.D. Pa. June 27, 2019) (Hornak, J.) (sellers on ebay.com); *Doggie Dental Inc. v. Anywill*, No. 19-cv-682 (W.D. Pa. June 13, 2019) (Hornak, J.) (sellers on amazon.com); *Airigan Solutions, LLC v. Abigail*, No. 19-cv-503 (May 28, 2019) (Fischer, J.) (sellers on amazon.com); *Airigan Solutions, LLC v. Babymove*, No. 19-cv-166 (W.D. Pa. Feb. 14, 2019) (Fischer, J.) (sellers on amazon.com); *Airigan Solutions, LLC v. Artifacts_Selling*, No. 18-cv-1462 (W.D. Pa. Oct. 31, 2018) (Fischer, J.) (sellers on ebay.com and aliexpress.com).

11. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiff the records and documents relating to Defendants' illegal and infringing activities. Therefore, Plaintiff has good cause to be granted expedited discovery.

ORDER

Based on the foregoing findings of fact and conclusions of law, Plaintiff's Application is hereby **GRANTED** as follows (the "Order"):

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that 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 Marks and/or Works and/or Trade Dress in connection with 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 products which use Plaintiff's 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,⁸ Merchant Storefronts⁹ 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 discontinue use of the Plaintiff’s Works 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;

⁸ 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, Temu, 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.

⁹ 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;
- (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 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”), Whaleco Inc., a Delaware Corporation, which is a wholly owned subsidiary of Pinduoduo Inc. which is owned by PDD Holdings (collectively, “Temu”), Walmart.com USA LLC and Walmart, Inc. (“Walmart”), and Context Logic, Inc d/b/a wish.com (“Wish”) (“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”), Walmart d/b/a Walmart Pay (“Financial Institution(s)”), 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;¹⁰

- (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 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

¹⁰ 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 discovered 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.

or Financial Institution's security interest in the funds) without express authorization of this Court; (in order to confirm compliance with this Order, the Plaintiff is permitted leave to serve a subpoena on such Third Party Service Provider(s) and Financial Institution(s) seeking the following information: (a) Bank account and routing numbers registered and used with regard to each seller account; (b) Financial records and other documents identifying the use of third-party payment service providers such as Payoneer and Wise; (c) Dates when funds were last sent from the seller to their seller account and the respective amount transferred; (d) documents relating to or evidencing insurance coverage of the Defendants; (e) amount and location of the seller's assets that are in Third Party Service Provider(s) or Financial Institutions' control; and (f) all documents identifying the Defendants.

(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 infringing the Plaintiff's Works;

(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 Order shall remain in effect until the date for the hearing to show cause why a preliminary injunction should not be issued as set forth below, or until such further dates as set by the Court or stipulated by the parties.

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 pending the hearing and determination of Plaintiff's Application for a preliminary injunction, or 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 five (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, upon Plaintiff's request, within no later than five (5) calendar days of Plaintiff's request: all online marketplaces, including but not limited to, Amazon.com, ebay.com, Joybuy, aliexpress.com, 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 Plaintiff's Works and/or Marks and/or Trade Dress, whether sold by the Defendant or other persons or entities.

D. IT IS HEREBY ORDERED, that upon Plaintiff's request, any Third Parties are ordered to suspend any listings of a product that Plaintiff asserts infringes Plaintiff's Works and/or Mark and/or Trade Dress, and is identified as originating from outside of the United States and unfairly competing with Plaintiff's Product.

E. IT IS HEREBY ORDERED, that upon receipt of this Order, Amazon shall remove any seller identified by Plaintiff from the following ASINs: BOBG94RWYN (single bottle) and BOBG6TGKZS (two bottles).

F. IT IS HEREBY ORDERED, if Plaintiff's ASINS are delisted, suspended or otherwise blocked, that upon receipt of this Order, Amazon shall re-list for sale Plaintiff's ASINS's: ASINs: BOBG94RWYN (single bottle) and BOBG6TGKZS (two bottles); and shall take immediate measures to ensure that these ASINs are no suspended, blocked, removed from sale or delisted without further Court Order.

II. Order to Show Cause Why a Preliminary Injunction Should Not Issue and Service of Order

A. Defendants are hereby ORDERED to show cause before this Court in the United States District Court for the Western District of Pennsylvania, the U.S. Courthouse, **by ZoomGov** on

the ___ day of _____ at _____ .m. or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue.

Defendants are on notice that failure to appear at the hearing may result in the imposition of a preliminary injunction against them.

B. Opposing papers, if any, shall be filed electronically with the Court and served on Plaintiff's counsel by delivering copies thereof to the office of Ference & Associates LLC at 409 Broad Street, Pittsburgh, Pennsylvania 15143 before _____, 2025. Plaintiff shall file any Reply papers on or before _____, 2025.

C. After Plaintiff's counsel has received confirmation from the Third Party Service Providers and Financial Institutions or otherwise, regarding the restraint of funds directed herein, Plaintiff shall serve copies of the Complaint, the Application, this Order, and any Discovery on each Defendant via their corresponding email/online contact form provided on the Internet based e-commerce stores operating under the respective Seller IDs, or by providing a copy of this order by e-mail to the marketplace platform, which in turn notifies each Defendant of the Order, or by other means reasonably calculated to give notice which is permitted by the Court. In addition, Plaintiff shall post copies of the Complaint, Application, this Order, any Discovery, and all other pleadings and documents filed in this action on a website designated by Plaintiff,¹¹ and shall provide the website address to Defendants via e-mail/online contact form, and such notice so given shall be deemed good and sufficient service thereof. Plaintiff shall continue to provide notice of these proceedings and copies of the documents on file in this matter to Defendants by

¹¹ Rule 65 has been interpreted to require that a party have notice of the motion and hearing; perfecting service on a defendant is not a prerequisite to the entry of a preliminary injunction order. *Pate v. Gov't of the Virgin Islands*, 2015 WL 1937701 n.9 (VI Sup. Ct. April 17, 2015); *Corrigan Dispatch Co. v. Casa Guzman, S.A.*, 569 F.2d 300, 302 (5th Cir. 1978).

regularly updating the website designated by Plaintiff or by other means reasonably calculated to give notice which is permitted by the Court.

III. 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 Storefronts¹²; and
- (4) Defendants' unauthorized and unlicensed use of Plaintiff's Marks and/or Plaintiff's Works and/or Trade Dress in connection with the distribution, marketing, advertising, offering for sale, or sale of any products, and any products which use Plaintiff's Works.

¹² The data produced to Plaintiff shall include the data and documents required to be collected by the Federal Trade Commission, pursuant to 15 U.S.C. § 45f; *See also* Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.* (Requiring Third Party Service Providers to collect and keep records pertaining to identities and locations of high volume sellers, as well as financial documents)

V. Security Bond

IT IS FURTHER ORDERED that Plaintiff shall place security (corporate surety bond, cash, certified check, or attorney’s check) in the amount of \$ _____ Dollars (_____) with the Court, which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VI. Summons

IT IS FURTHER ORDERED that the Clerk of the Court shall issue a single original summons in the name of “ROUTES ENTERPRISES, and all other Defendants identified in the Complaint” that will apply to all Defendants.

SO ORDERED.

SIGNED this _____ day of January, 2025, at _____ .m.
Pittsburgh, Pennsylvania

UNITED STATES DISTRICT JUDGE

Schedule “A”
Defendants with Store Name and Seller ID

Defendant Number	Store/Seller Name	Seller ID
1	Routes Enterprises	102545434
2	Biocaro Pharmaceutical Co., Ltd	1601058349852
3	A4Effort	ASBGKGVP5SNTW
4	BAZAN LLC	A3NL9KM7C2UNCP
5	Dandan Tang	ANOAKHYPW4WDP
6	DATH store	A2D9VS6KA0DF7J
7	FanFentac Ltd.	A1B6STEO8H57OG
8	FB Handyman	AU5Y8QL1GE8Z9
9	GIANTBEAR GLOBAL	A5CST4AX5F0C5
10	Gibson's Essentials	APNQCJ0VOLLII
11	GP-Shoppers	AN38XYJTO1MOE
12	Home goods	A6ICTS3910TKP
13	JhnPakistan	A6HHCTN8HIGVL
14	JNJEA	A1AXC292ITC6HT
15	LifexStore	A3RS5H5KLHZPS3
16	LLC Divine Healing Sea Moss	A3ERFXGBI7MLQ6
17	Mazamart	AKBRKBMDLIFZN
18	MDA LOGISTICS INC	A2GXQJPS1APX1E
19	Naqi Prime inc	A12JXOLKGY5J30
20	Naturerem	A3OZ1D35LH4AOW
21	Nodomo	A1ZL3BLMPPT6M2
22	Nutri plus	A320X821B4WN2P
23	Orber Shop	AV79D96JQRI9T
24	PuffcoPal	A3S9T3B43E4242
25	Shop with Brookes	A1KRTPWBEBKMQSL
26	TY FAB WORKS LLC	A2BPFDO9DF0H2G
27	UGIRL-US	AI6E2WTTEO8H2
28	VOLTZAP	A2RHD0WV5VKT0H
29	ZWQITDS	A1ZZVE469MFH1
30	aliwakeel11	146239833821
31	ank store	387011475483
32	avidmarket	355543724015
33	Ayourmesell	395595003925
34	bcuzof-you-u	356319236728

35	beauty-store 8	364818408578
36	bettysmorning	196869510091
37	bkabeda	176622190898
38	bsm950	266951458134
39	counmo	156569641730
40	csgeneralsh	226456600137
41	davismd-089	405216569635
42	Discount Direct Deals 100	166356051608
43	Discounted market	305855720991
44	dosth-happy9	286198006066
45	eclipseemporium	226490487534
46	Fillapex	305840914514
47	freeafterever2013	276528512150
48	FURTUE	226481980727
49	gallencen	365206171272
50	GANTY	375783400387
51	GlobalTech Treasures Inc	296449924457
52	goodlu-78	387691460344
53	grevip	146248058353
54	guliyuk-60	365095703609
55	gulopp sre	176647651599
56	HANDSOME/DEAL	126693661427
57	HelloYoung.Store	226443460128
58	hkkule1015	256595847571
59	HKT024	146246573252
60	iedion	286181903283
61	imindsets1030	355450743099
62	janakleesdeals	285682974002
63	Jessica's Botanical Boutique	355886616760
64	kattrodrigue5	135131657474
65	latnaza_95	395617194134
66	Live Love Shop Inspire	266888466445
67	longgov-69	404762547271
68	love-iseverywhere	156542157623
69	lycstyle	395506479339
70	mathmadu-skyfree	405292629345
71	mazhus_3141	145634620801
72	mcc-creations-llc	316009087952
73	MEEKY	335728429117

74	min561870	395879100099
75	MINGJIE1	395906127467
76	minhabeautystore	135029689138
77	naturbodi	315813887099
78	nbstore-nbgoods	375859393361
79	np-jing7654	315622044212
80	np-mobile451	315622052851
81	np-oppoer	387571946285
82	np-shua3953	226432515899
83	onedudeshop	326168615846
84	ousshop-only-for-you	315036672858
85	pineappleninja	196472518630
86	POW-SALE	156563183581
87	pure-store 12	316021857541
88	QC THE MARKET	156137900011
89	Qwick Stop	395729865140
90	RetailTherapy708	266635602741
91	roee20006	386474456664
92	romakha 93	305751750781
93	S&J Daily Discounts	176287897899
94	securzzzshop	355958824054
95	sehasi4998	355753500211
96	sharppointedthings	167011058387
97	shelliyode 0	316024740319
98	SIMONE MARKET16	286137003895
99	SmartChoice Trend	404805172472
100	supermarket-k	335668263590
101	syedaze-0	364965765598
102	syfat33	375589683811
103	The.Urban.Essentials	305967114200
104	thevitaminshop23	364977067041
105	three-3brothers-inc	316029104048
106	toqirshah	335340705234
107	trendystickers	166853155432
108	uclickishipfl	135121237828
109	uriote 19	365282408535
110	uroabdul 0	355827638688
111	viseni-saUser ID	156493635728
112	Wei 147756	395899597275

113	WestCoastGoodz	186711040087
114	wingsolutions	375336761304
115	Worldmart Wholesale	335330796273
116	xemenry_naturals	365265093423
117	xili-9015	356323159319
118	xuetielonglonglong	296829699769
119	ya 124382	395903176388
120	yeroses198	356266388673
121	youmissfheerh	286200145233
122	yuminxusstore	235798550318
123	zaranew	326034856132
124	zubairqu-87	126701092634
125	ANAN Foods	634418217692026
126	ANAN health care	634418217690379
127	ANAN Healthy	634418217628703
128	ANAN Makeup	634418217690734
129	Baisi Le Seeds	635517728503399
130	BlessMeet	634418219520027
131	DINJOO A	634418218344903
132	Good Shop of Mr Zheng	634418216748874
133	HealthBrew Essentials	634418219505616
134	HUAFFEI	634418216253434
135	Jack shopping mall	634418216613378
136	Jack Sky Mall	634418217796393
137	Moon Cloud	634418215635623
138	RTBLE direct	634418217952169
139	S580504'shop	635517731206406
140	SHICHUAN	634418215118682
141	SHIPINYAO	634418215007808
142	SLWLKJ	634418216712445
143	UGTM	635517728726664
144	Zorn Sky Mall	634418217921817
145	A C Masters SA	618997dcdd5db06c0bd21057