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Mattel, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MATTEL, INC.

Plaintiff

v.

1622758984,1922529011, 3237063196,
3ADIANPU, AISAITA, AJKKXIAO,
ALINA_ZLL, AMAKEUPSTORE, AMAPO,
ANDREA-LOVEKOB, AT THE BEGINNING
OF LANGUAGE, BABY HI, BANGXING,
BEAUTY, OUTDOOR AND ELECTRONIC,
BEBEST, BENGBU TRADE LIMITED BY
SHARE LTD, BEST HOPE, BLUESKY588,
BURNING FIRE, BUYINFUN, C-BEAR,
CECILIASTYLE, CHERRYSTORE6, CHINA
SOUL, COCOMENGXIANGJIA, DE YANG,
DIDIAO, DREAMTOP, ELYSIAN FIELDS,
FANCYBABY JEWELRY, FANTASTIC5,
FASHION MEMORIES, FASHIONGOGOGO,
FASHIONISTAS, FATE STAY NIGHT,
FATIONSHOP, FENGJIAN YU45033, FESENZ,
FFBFDNDFNDRF, FIRMTOWN94, FFPF,
GEORGE ELLIOT, GN SERVICE CO.LTD.,
GODEAL2017, GRACEQQ,
GUANGZHOU FENGSEWANGJUYINGHUAM
AOYIYOUXIANGONGSI,
GUOJUN1991@163.COM,
HANGZHOUJINGPINBAOBAO,

CIVIL ACTION No.
18-cv-8821 (AJN)

**AFFIDAVIT OF BRIEANNE SCULLY
IN SUPPORT OF PLAINTIFF'S
MOTION FOR DEFAULT JUDGMENT
AND A PERMANENT INJUNCTION
AGAINST DEFAULTING
DEFENDANTS**

HAPPYDREAM2016, HEADACHES, HELLO
BODY, HOME GOODS, HONG KONG QI
SHENG, HONGXIN TRADING COMPANY,
HYLL2016, IFOUND, JJACKON, JOHNY PAPI,
JTD, JTWAREHOUSE, JUSTICE, KÉ, KISS
YOUR LIFE, LINDAF JEWELRY, LINJUBUY,
LINZHIHEN, LIPENG TRADING CO.,
LIMITED, LITTLLOVE, LONELY PLANET,
LUCK2017, LUCKY DOG8, LUCKY-1, LUSYS,
LY2016, MATCHBESTCT, MEIRENYUHA,
MICROHAPPYWISE, MRROBINSON,
MW1023214, MY TREASURE, NANJING MH
COMPANY, NEWBEAR, NEWIN, NIUQI
DIGITAL FRANCHISE, ORIENT
INTERNATIONAL TRADING CO., LTD.,
PEACH PARTY, PEGGY, PERFECT
ELECTRONIC TECHNOLOGY CO., LTD,
QINGDAOTIANCHANGZHENGQUANSHIYE
YOUXIANGONGSI,
QIPILANGZHENPISHOUBAO,
RFHBTGNDERFGBESDR, SAML, SAMLIR,
SANDI MARKET, SHANGHAI YEE TONG
TRADING CO., LTD.,
SHANGHAIBINJIAWANGLUOGONGCHENG
YOUXIANGONGSI,
SHANGHAIYEJIAJINCHUKOUYOUXIANGO
NGSI, SHENZHEN NATURE MAKER,
SHENZHEN SAFE TECHNOLOGY CO., LTD,
SHENZHENSIXINGJIEXUNDIANZIYOUXI
ANGONGSI, SMALL HOUSEHOLD
APPLIANCES CONCENTRATION CAMP,
SSSDD, SUNSHINE DAY, TAMIIX,
TAOLIHUA, TAOZI123, THBDFDFHG, THE
COSMETICS, TOP FASHION CLUB,
TOP_MVP, TOPFASHIONTOWN, TOXIC
PERFUME, TUKIISS, UNIQUE CREATE,
VSHINE, WAGPUAL TACTICAL AIRSOFT
WHOLESALE HOME, WANG'S, WANGPAI,
WCLOUDS, WEIWEIT, WEIWO999, WENMY,
WHENEVER INTEREST, WX123456,
XI_LIAN, XIAOHHH, XIAOYANGO,
XIAOYUPPP, XIEFANG625,
XINXIANGSHICHENG6698,
YANGFANSHANGMAO, YANGKAIJIE,
YEHAOJJSTORE, YEMINQING, YIDAS,
YIWU CITY HAOZHUO CRAFTS LIMITED
COMPANY, YIWU XIANGPEI

INTERNATIONAL TRADE COMPANY,
YIWUSHIGUIKANGDIANZISHANGWUSHA
NGXING,
YIWUYINHAIIDIANZISHANGWUYOUXIAN
GONGSI, YONGYANONLINE, ZHOU DU
STORES, ZIWEIXING ANGEL AGEL
ECOMMERCE LTD and ZSDDP,

Defendants

AFFIDAVIT OF BRIEANNE SCULLY¹

I, Brieanne Scully, hereby affirm as follows:

1. I am an associate attorney at Epstein Drangel, located at 60 East 42nd Street, Suite 2520, New York, New York 10165.

2. I am over eighteen (18) years of age. I have never been convicted of a felony or any criminal offense involving moral turpitude, and I am fully competent to testify to the matters stated herein.

3. I have personal knowledge of every statement made in this Affidavit and such statements are true and correct.

4. I represent Plaintiff Mattel, Inc., in the above-referenced action against the above-captioned Defendants. As such, I am familiar with the facts and circumstances in this matter.

5. I make and submit this Affidavit in connection with Plaintiff's Motion for Default Judgment against Defaulting Defendants.

6. Upon information and belief, Defaulting Defendants are not infants, in the military or incompetent persons.

7. For the following reasons, I respectfully request that there is no just reason for delay in entering final judgment on Plaintiff's request for default judgment and entry of a permanent injunction.

8. Plaintiff respectfully submits that the entry of default judgment against Defaulting Defendants is appropriate and seek the following relief against Defaulting Defendants: 1) the entry of final judgment and permanent injunction by default in order to prevent Defaulting Defendants from infringing Plaintiff's intellectual property rights in the future; 2) individual statutory damages

¹ Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Complaint, Application or Glossary.

awards pursuant to 15 U.S.C. § 1117(c) plus post-judgment interest calculated pursuant to the statutory rate, against the following defendants:

- a. an award of \$50,000.00 in statutory damages against the following ninety-eight (98) Defaulting Defendants, totaling \$4,900,000.00: Burning Fire, Bengbu trade Limited by Share Ltd, Fantastic5, 1622758984, 3237063196, 3Adianpu, Aisaite, ajKKxiao, Alina_zll, Andrea-LoveKobe, Bebest, Ceciliastyle, Elysian Fields, fengjianyu45033, fesenz, ffbfdndfndrf, Firmtown94, George Elliot, Godeal2017, Graceqq, guangzhoufengsewangjuyinghuamaoyiyouxiangongsi, headaches, hello body, Hong kong Qi Sheng, Hongxin Trading Company, hyll2016, ifound, Johny Papi, JTD, Ké, Kiss Your Life, Linjubuy, Littlelove, luck2017, Lucky dog8, LUCKY-1, Lusys, meirenyuha, microhappywise, mw1023214, newbear, Newin, Niuqi digital franchise, Orient International Trading Co., Ltd., Peach Party, Rfhbtgnderfgbesdr, saml, samlir, Shanghai Yee Tong Trading Co., Ltd., Small household appliances concentration camp, Sunshine Day, The cosmetics, top fashion club, TOP_MVP, TopFashionTown, toxic perfume, tukiiss, wenmy, xiaoHHH, xiaoyuPPP, Xiefang625, xinxiangshicheng6698, yeminqing, De yang, guojun1991@163.com, hangzhoujingpinbaobao, jjackon, nanjing MH company, taolihua, UNIQUE CREATE, Wclouds, Whenever interest, yiwu city haozhuo crafts limited company, Zhou Du Stores, ZIWEIXING angel Agel Ecommerce Ltd, Fancybaby Jewelry, FFPF, wagpual tactical airsoft wholesale home, weiwo999, Amakeupstore, taozi123. ZSDDP, bangxing, Fashionistas, WEIWEIT, yangkaijie, China Soul, Shenzhen safe technology co., LTD, baby hi, Fashion memories, Sandi Market, Vshine, wangpai, qingdaotianchangzhengquanshiyeyouxiangongsi, 1922529011, qipilangzhenpishoubao, LY2016 and c-bear;
- b. an award of \$75,000.00 in statutory damages against the following one (1) Defaulting

- Defendant, totaling \$75,000.00: Fationshop;
- c. an award of \$150,000.00 in statutory damages against the following two (2) Defaulting Defendants, totaling \$300,000.00: WX123456 and yehaoJJstore;
 - d. an award of \$200,000.00 in statutory damages against the following two (2) Defaulting Defendants, totaling \$400,000.00: Fate Stay Night and shenzhen nature maker;
 - e. an award of \$250,000.00 in statutory damages against the following two (3) Defaulting Defendants, totaling \$750,000.00: GN Service Co.Ltd., yiwuyinhaidianzishangwuyouxiangongsi and sssdd;
 - f. an award of \$300,000.00 in statutory damages against the following two (2) Defaulting Defendants, totaling \$600,000.00: LiPeng Trading Co., Limited and Beauty, outdoor and electronic;
 - g. an award of \$500,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling \$500,000.00: FashionGOGOGO;
 - h. an award of \$1,000,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling \$1,000,000.00: CoComengxiangjia;
- 3) a post-judgment asset restraining order and 4) an order authorizing the release and transfer of Defaulting Defendants' Frozen Assets to satisfy the damages awarded to Plaintiff.²

I. PROCEDURAL HISTORY

9. On September 26, 2018, Plaintiff filed this action against Defendants, including Defaulting Defendants, for trademark infringement and counterfeiting of Plaintiff's federally registered trademarks, copyright infringement of Plaintiff's federally registered copyrights, false designation of origin, passing off and unfair competition and related state and common law claims.

² Through this Motion for Default Judgment, in addition to permanent injunctive relief, Plaintiff only seeks damages for its First and Second Causes of Action (Trademark Counterfeiting and Trademark Infringement). Plaintiff does not seek monetary relief in connection with the remaining causes of action plead in the Complaint.

(Dkt. 12.) Plaintiff moved *ex parte* against Defendants for an order to seal file, a temporary restraining order, an order to show cause why a preliminary injunction should not issue, an asset restraining order, an order authorizing bifurcated and alternative service and an order authorizing expedited discovery. (Dkts. 18-22.)

10. True and correct copies of the Summons and Complaint are attached hereto as **Exhibit A**.

11. On September 28, 2018, the Court granted Plaintiff's Application and entered the TRO. (Dkt. 23.) A true and correct copy of the TRO is attached hereto as **Exhibit B**.

12. The TRO required Defendants to appear on October 11, 2018 to show cause why a preliminary injunction should not be entered against Defendants. *Id.*

13. The TRO also specifically provided for the following alternative methods of service of the Summons, Complaint, TRO and all documents filed in support of Plaintiff's Application on Defendants: 1) delivery of (i) PDF copies of the TRO together with the Summons and Complaint, and (ii) a link to a secure website (including Dropbox.com, Nutstore.com, a large mail link created through RPost.com and via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of the TRO together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking the TRO to Defendants' e-mail addresses to be determined after having been identified by ContextLogic pursuant to Paragraph V(C) of the TRO. *Id.*

14. On October 5, 2018, Plaintiff served the Summons, Complaint, TRO and all documents filed in support of Plaintiff's Application on each and every Defaulting Defendant, among other Defendants, pursuant to the methods of alternative service authorized by the TRO. (Dkt. 25.) A true and correct copy of the Certificate of Service regarding service of the Summons, Complaint and TRO on Defendants is attached hereto as **Exhibit C**.

15. As such, Defendants had until October 26, 2018 to answer the Complaint or move otherwise.

16. On October 5, 2018, the Court entered an Order transferring this action to the Hon. Alison J. Nathan, moving the Show Cause Hearing and ordering Plaintiff to serve the Order on Defendants by no later than October 6, 2018.

17. In accordance with the October 5, 2018 Order, on October 5, 2018, Plaintiff served Defendants with the October 5, 2018 Order consistent with the manner granted in the TRO.

18. Plaintiff appeared at the Show Cause Hearing on October 11, 2018, however, no Defendants appeared.

19. Subsequently, also on October 11, 2018, the Court entered the PI Order against all Defendants mirroring the terms of the TRO and extending through the pendency of the action. (Dkt. 7.)

20. On October 12, 2018, pursuant to the alternative methods of service authorized in both the TRO and PI Order, Plaintiff served each and every Defaulting Defendant with the PI Order. (Dkt. 9.)

21. On February 7, 2019, the Court granted Plaintiff's request to indefinitely adjourn the Initial Pretrial Conference scheduled for February 15, 2019 and ordered Plaintiff to move for default judgment and a permanent injunction against Defaulting Defendants by no later than May 1, 2019. (Dkts. 46-47.)

22. On April 29, 2019, Plaintiff requested an entry of default against Defaulting Defendants from the Clerk of the Court. (Dkts. 52-53.)

23. On May 1, 2019, the Clerk of the Court entered a Certificate of Default against Defaulting Defendants. (Dkt. 54.) A true and correct copy of the Certificate of Default from the Clerk of the Court is attached hereto as **Exhibit D**.

24. To date, Defaulting Defendants have neither filed an answer with the Court, responded to the Complaint or otherwise formally appeared in this action. (Ex. D.)

II. Defaulting Defendants' Defaults and Plaintiff's Lack of Discovery

25. Although Plaintiff properly effected service of the Summons, Complaint, TRO and all documents filed in support of its Application on all Defaulting Defendants, among other Defendants, in accordance with the alternative methods of service authorized by the TRO, Defaulting Defendants' failure to answer the Complaint or otherwise appear has deprived Plaintiff of the ability to confirm whether or not Defaulting Defendants ceased manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products. (Exs. C, D.)

26. Due to Defaulting Defendants' defaults, Plaintiff was unable to engage in any discovery with Defaulting Defendants regarding the scope of their sales, profits and costs, among other discoverable issues.

27. On September 28, 2018, Plaintiff served the TRO on ContextLogic, among other Third Party Service Providers and Financial Institutions.

28. Thereafter, on October 11, 2018, pursuant to the expedited discovery ordered in both the TRO and PI Order, counsel for ContextLogic provided Plaintiff's counsel with a supplemental report identifying Defendants' Merchant Id, Allegedly Infringing Product Id, Merchant Real Person Name, Email Address, Physical Address, Product Lifetime Units Sold, Product Lifetime GMV, Merchant Account Balance and Merchant Pending Balance. A redacted copy of the Wish Discovery is attached hereto as **Exhibit E**.³

29. ContextLogic has consented to Plaintiff's use of the Wish Discovery on a confidential

³ Upon the Court's request, Plaintiff can provide an un-redacted copy to chambers.

basis.

30. The statutory damages requested by Plaintiff under the Lanham Act are based upon a combined analysis of the following: 1) the Wish discovery, showing the number of sales of Counterfeit Products made by Defaulting Defendants' on Wish and 2) Defaulting Defendants' wrongful use of the UNO Marks. Attached hereto as **Exhibit F** is a true and correct chart detailing each and every Defaulting Defendants' 1) number of sales of Counterfeit Products on Wish as identified in ContextLogic's discovery responses and 2) a brief discussion of Defaulting Defendants' wrongful uses of the UNO Marks as encapsulated in Exhibit C to the Complaint.⁴

31. To date, the only discovery Plaintiff was able to obtain regarding Defaulting Defendants' sales, profits and costs was produced by ContextLogic. Based on the discovery produced by ContextLogic, Defaulting Defendants collectively sold a minimum of 11,958 Counterfeit Products on Wish alone.

32. ContextLogic's discovery production relates exclusively to Defaulting Defendants' User Accounts and Merchant Storefronts on Wish. In other words, the discovery produced by ContextLogic is far from comprehensive insofar as it does not cover Defaulting Defendants' offering for sale and/or sale of Counterfeit Products on other e-commerce platforms in addition to Wish. *Id.*

33. In Plaintiff's counsel's experience, it is usual and customary for counterfeiters, such as Defaulting Defendants, to sell across multiple e-commerce platforms.

34. Therefore, Defaulting Defendants probably utilize other e-commerce platforms, such as eBay.com and Alibaba.com, as a matter of illustration, to circumvent the TRO and PI Order in order to continue to engage in counterfeiting activities, specifically the sale and/or offering for sale

⁴ Exhibit C to the Complaint (Dkt. 12.) is the same exhibit as Exhibit A to the Declaration of Jessica Arnaiz (Dkt. 21.)

of Counterfeit Products.

35. Consequently, it is extremely likely that the number of sales of Counterfeit Products made by Defaulting Defendants greatly exceeds the numbers identified in ContextLogic's discovery responses.

III. PLAINTIFF IS ENTITLED TO A FINAL JUDGMENT BY DEFAULT AGAINST DEFAULTING DEFENDANTS

36. Federal Rule of Civil Procedure 55(b) provides for a court-ordered default judgment following the entry of default by the court clerk under Rule 55(a).

37. As aforementioned, Plaintiff has complied with Federal Rule of Civil Procedure 55(a). (Dkts. 52-54.)

38. Therefore, Plaintiff respectfully requests that the Court enter default judgment against each and every Defaulting Defendant.

IV. AN INQUEST INTO AN AWARD OF DAMAGES IS UNNECESSARY

39. Plaintiff respectfully submits that its requests for an award of statutory damages do not require the Court to conduct an evidentiary hearing.

40. Courts have awarded damages post-default without an evidentiary hearing based upon affidavits submitted by the plaintiff. *See, e.g., Mattel, Inc. v. 1994_honeymoon, et al.*, No. 18-cv-10427-KPF, Dkt. 59 (S.D.N.Y. Mar. 27, 2019); *Mattel, Inc. v. Aaron's Fashion Store, et al.*, No. 18-cv-10437-KPF, Dkt. 79 (S.D.N.Y. Mar. 27, 2019); *Mattel, Inc. v. 276470, et al.*, No. 18-cv-10440-KPF, Dkt. 62 (S.D.N.Y. Mar. 27, 2019); *Tapestry, Inc., et al. v. baoqingtianff, et al.*, No. 18-cv-7650-PAE, Dkt. 34 (S.D.N.Y. Jan. 8, 2019); *Mattel, Inc. v. 86755, et al.*, No. 18-cv-8825-JSR, Dkt. 47 (S.D.N.Y. Dec. 17, 2018); *Ideavillage Products Corp. v. 711 Market, et al.*, No. 18-cv-7832-JMF, Dkt. 61 (S.D.N.Y. Dec. 12, 2018); *Wow Virtual Reality, Inc. v. BIENBEST, et al.*, No. 18-cv-3305-VEC, Dkts. 210-289, 302 (S.D.N.Y. Dec. 5, 2018); *Moose Toys Pty Ltd., et al. v.*

963, *et al.*, No. 18-cv-2187-VEC, Dkts. 160-251, 257 (S.D.N.Y. Nov. 30, 2018); *Off-White LLC v. A445995685, et al.*, No. 18-cv-2099-LGS-KNF, Dkt. 129 (S.D.N.Y. Nov. 16, 2018); *Ideavillage Products Corp. v. 29shyans2012, et al.*, 18-cv-6266 (AT), Dkt. 49 (S.D.N.Y. Nov. 6, 2018); *WowWee Group Limited, et al. v. A249345157, et al.*, No. 17-cv-9358 (VEC), Dkts. 46-179 (S.D.N.Y. July 31, 2018); *Allstar Marketing Group, LLC v. _GB Housewear Store, et al.*, 17-cv-7596 (SHS), Dkt. 92 (S.D.N.Y. July 9, 2018); *Rovio Entertainment Ltd. and Rovio Animation Oy v. Best Baby and Kid Store, et al.*, 17-cv-4884 (KPF), Dkt. 38 (S.D.N.Y. June 28, 2018); *JLM Couture, Inc. v. Aimibridal, et al.*, 18-cv-1565 (JMF), Dkt. 49 (S.D.N.Y. June 7, 2018); *HICKIES, Inc. v. SHOP1668638 Store a/k/a Professional Shoes Company, et al.*, No. 17-cv-9101 (ER), Dkt. 22 (S.D.N.Y. May 4, 2018); *Ideavillage Products Corp. v. Dongguan Opete Yoga Wear Manufacturer Co., LTD., et al.*, No. 17-cv-9099 (JMF), Dkt. 34 (S.D.N.Y. March 1, 2018); *Ideavillage Products Corp. v. Chinafocus, et al.*, No. 17-cv-3894 (RA), Dkt. 50 (S.D.N.Y. Feb. 9, 2018); *Ontel Products Corp. v. Auto Mall, et al.*, No. 17-cv-5190 (AT), Dkt. 36 (S.D.N.Y. Nov. 27, 2017); *Rovio Entertainment Ltd. and Rovio Animation Oy v. Angel Baby Factory d/b/a Angelbaby_factory, et al.*, 17-cv-1840 (KPF), Dkt. 65 (S.D.N.Y. Sept. 13, 2017); *Ontel Products Corp. v. Airbrushpainting Makeup, et al.*, No. 17-cv-871 (KBF), Dkt. 40 (S.D.N.Y. June 29, 2017); *Church & Dwight Co.*, 697 F. Supp. 2d at 295; *Rolex Watch U.S.A. Inc. v. Brown*, 2002 U.S. Dist. LEXIS 10054, *54, (S.D.N.Y. June 5, 2002); *see also Tamarin v. Adams Caterers*, 13 F.3d 51, 54 (2d Cir. 1993).

V. **THE COURT MAY AND SHOULD ORDER DEFAULT JUDGMENT ON THE ISSUE OF DAMAGES PRIOR TO THE RESOLUTION OF THE ENTIRE ACTION**

41. Plaintiff seeks default judgment against all Defaulting Defendants remaining in this Action. (Ex. D.)

42. Although courts “have refused to assess damages against defaulting defendants in [cases where some defendants remain in the lawsuit] since doing so presents the possibility of judgments inconsistent with jury awards against the non-defaulting parties,” the instant Action does not create such concerns. *Int’l Gemmological Inst., Inc. v. Rafaeil*, 2005 U.S. Dist. LEXIS 19288, at *6 (S.D.N.Y. Aug. 17, 2005).

43. Therefore, Plaintiff respectfully submits that it is appropriate for the Court to enter statutory damages awards at this time.

I declare under the penalty of perjury under the laws of the United States of America that to the best of my knowledge the foregoing is true and correct.

Executed on this 1st day of May 2019 in New York, New York.

By: /s/ Brianne Scully
Brianne Scully

EXHIBIT A

JUDGE KAPLAN

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Southern District of New York

Mattel, Inc.

Plaintiff(s)

v.

1622758984, et al.

Defendant(s)

18CV 8821

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

1622758984 and all other Defendants identified in the Complaint

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Spencer Wolfgang
Epstein Drangel LLP
60 East 42nd Street, Suite 2520
New York, NY 10165

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

RUBY J. KRAJICK
CLERK OF COURT

[Handwritten signature of Ruby J. Krajick]

Signature of Clerk or Deputy Clerk

Date: SEP 26 2018

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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FILED
U.S. DISTRICT COURT
2018 SEP 26 PM 2:25
S.D. OF N.Y.

18 CV 8821

JUDGE KAPLAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MATTEL, INC.

Plaintiff

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1622758984, 1922529011, 3237063196,
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FATIONSHOP, FENGJIAN YU45033,
FESENZ, FFBFDNDFNDRF, FIRMTOWN94,
PFPF, GEORGE ELLIOT, GN SERVICE

CIVIL ACTION No. ____

COMPLAINT

Jury Trial Requested

FILED UNDER SEAL

CO.LTD., GODEAL2017, GRACEQQ,
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 WHOLESALE HOME, WANG'S, WANGPAI,
 WLOUDS, WEIWEIT, WEIWO999,
 WENMY, WHENEVER INTEREST,

WX123456, XI LIAN, XIAOHHH,
 XIAOYANGO, XIAOYUPPP, XIEFANG625,
 XINXIANGSHICHENG6698,
 YANGFANSHANGMAO, YANGKAIJIE,
 YEHAOJJSTORE, YEMINQING, YIDAS,
 YIWU CITY HAOZHUO CRAFTS LIMITED
 COMPANY, YIWU XIANGPEI
 INTERNATIONAL TRADE COMPANY,
 YIWUSHIGUIKANGDIANZISHANGWUSHA
 NGXING,
 YIWUYINHAIIDIANZISHANGWUYOUXIAN
 GONGSI, YONGYANONLINE, ZHOU DU
 STORES, ZIWEIXING ANGEL AGEL
 ECOMMERCE LTD and ZSDDP,

Defendants

Plaintiff Mattel, Inc. (“Mattel” or “Plaintiff”), by and through its undersigned counsel, alleges as follows:

NATURE OF THE ACTION

This action involves claims for trademark infringement of Plaintiff’s federally registered trademarks in violation of § 32 of the Federal Trademark (Lanham) Act, 15 U.S.C. §§ 1051 *et seq.*; counterfeiting of Plaintiff’s federally registered trademarks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c); false designation of origin, passing off and unfair competition in violation of Section 43(a) of the Trademark Act of 1946, as amended (15 U.S.C. §1125(a)); copyright infringement of Plaintiff’s federally registered copyrights in violation of the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.* and related state and common law claims (the “Action”), arising from Defendants 1622758984, 1922529011, 3237063196, 3Adianpu, Aisaite, ajKKxiao, Alina_zll, Amakeupstore, AMAPO, Andrea-LoveKobe, At the beginning of language, baby hi, bangxing, Beauty, outdoor and electronic, Bebest, Bengbu trade Limited by Share Ltd, Best Hope, bluesky588, Burning Fire, BuyInFun, c-bear, ceciliastyle, cherrystore6, China Soul,

CoComengxiangjia, De yang, DI diao, DreamTop, Elysian Fields, Fancybaby Jewelry, Fantastic5, Fashion memories, FashionGOGOGO, Fashionistas, Fate Stay Night, Fationshop, fengjianyu45033, fesenz, ffbfdndfndrf, Firmtown94, FPPF, George Elliot, GN Service Co.Ltd., Godeal2017, Graceqq, guangzhoufengsewangjuyinghuamaoyiyouxiangongsi, guojun1991@163.com, hangzhoujingpinbaobao, happydream2016, headaches, hello body, Home Goods, Hong kong Qi Sheng, Hongxin Trading Company, hyll2016, ifound, jjackon, Johny Papi, JTD, JTWarehouse, Justice, Ké, Kiss Your Life, LinDaF Jewelry, linjubuy, linzhihen, LiPeng Trading Co., Limited, Littlelove, Lonely Planet, luck2017, Lucky dog8, LUCKY-1, lusys, LY2016, MatchBestCT, meirenyuha, microhappywise, MRRobinson, mw1023214, My Treasure, nanjing MH company, newbear, Newin, Niuqi digital franchise, Orient International Trading Co., Ltd., Peach Party, peggy, Perfect electronic technology co., LTD, qingdaotianchangzhengquanshiyeyouxiangongsi, qipilangzhenpishoubao, rfhtgnderfgbesdr, saml, samli, Sandi Market, Shanghai Yee Tong Trading Co., Ltd., shanghaibinjiawangluogongchengyouxiangongsi, shanghaiyejjiajinchukouyouxiangongsi, shenzhen nature maker, Shenzhen safe technology co., LTD, shenzhenshixingjiexundianziyouxiangongsi, Small household appliances concentration camp, sssdd, Sunshine Day, tamiix, taolihua, taozi123, thbdfhg, The cosmetics, top fashion club, TOP_MVP, TopFashionTown, toxic perfume, tukiiss, UNIQUE CREATE, Vshine, waggual tactical airsoft wholesale home, Wang's, wangpai, Wclouds, WEIWEIT, weiwo999, wenmy, Whenever interest, WX123456, Xi_Lian, xiaoHHH, xiaoyango, xiaoyuPPP, Xiefang625, xinxiangshicheng6698, yangfanshangmao, yangkaijie, yehaoJJstore, yeminqing, Yidas, yiwu city haozhuo crafts limited company, Yiwu Xiangpei International Trade Company, yiwushiguikangdianzishangwushangxing, yiwuyinhaidianzishangwuyouxiangongsi,

yongyanonline, Zhou Du Stores, ZIWEIXING angel Agel Ecommerce Ltd and ZSDDP (hereinafter collectively referred to as “Defendants” or individually as “Defendant”) infringement of the UNO Marks (as defined *infra*) and UNO Works (as defined *infra*), including, without limitation, by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling unlicensed, counterfeit and infringing versions of Plaintiff’s UNO Products (as defined *infra*).

JURISDICTION AND VENUE

1. This Court has federal subject matter jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as pursuant to 15 U.S.C. § 1121 as an action arising out of violations of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*; pursuant to the Copyright Act, 17 U.S.C. §§ 101 *et seq.*; pursuant to 28 U.S.C. §1338(b) as an action arising out of claims for false designation of origin and unfair competition and pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum of seventy-five thousand dollars. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a), as the claims asserted thereunder are so closely related to the federal claims brought in this Action as to form part of the same case or controversy.

2. Personal jurisdiction exists over Defendants in this judicial district pursuant to N.Y.C.P.L.R. § 302(a)(1) and N.Y.C.P.L.R. § 302(a)(3), or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact and/or solicit business in New York and in this judicial district, and/or derive substantial revenue from their business transactions in New York and in this judicial district and/or otherwise avail themselves of the privileges and protections of the laws of the State of New York such that this Court’s assertion of jurisdiction over Defendants does not offend traditional notions of fair play

and due process, and/or Defendants' illegal counterfeiting and infringing actions caused injury to Plaintiff in New York and in this judicial district such that Defendants should reasonably expect such actions to have consequences in New York and in this judicial district, for example:

a. Upon information and belief, Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the U.S., including New York, through accounts with online marketplace platforms such as Wish (as defined *infra*) 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 persons in active concert or participation with any of them ("User Accounts"), through which consumers in the U.S., including New York, can view the one or more of Defendants' Merchant Storefronts (as defined *infra*) that each Defendant operates, uses to communicate with Defendants regarding their listings for Counterfeit Products (as defined *infra*) and to place orders for, receive invoices for and purchase Counterfeit Products for delivery in the U.S., including New York, as a means for establishing regular business with the U.S., including New York.

b. Upon information and belief, Defendants are sophisticated sellers, each operating one or more commercial businesses using their respective User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert of participation with any of them, operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale and/or otherwise deal in products, including the Counterfeit 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 ("Merchant Storefront(s)") in wholesale

quantities at significantly below-market prices to consumers worldwide, including to those in the U.S., and specifically New York.

c. Upon information and belief, a majority of Defendants' Merchant Storefronts reflect multiple sales to consumers all over the world, including repeat sales to consumers in the U.S.

d. Upon information and belief, all Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to New York and specifically to the New York Address (as defined *infra*).

e. Upon information and belief, Defendants have transacted business with consumers located in the U.S., including New York, for the sale and shipment of Counterfeit Products.

f. Upon information and belief, Defendants are aware of Plaintiff, its UNO Products, UNO Marks and UNO Works, and are aware that their illegal counterfeiting and infringing actions alleged herein are likely to cause injury to Plaintiff in the U.S. and specifically, in New York and this judicial district, as Plaintiff conducts business in New York.

3. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon information and belief, Defendants conduct, transact, and/or solicit business in this judicial district.

THE PARTIES

4. Plaintiff Mattel, Inc. is a California corporation, having a principal place of business at 333 Continental Boulevard, TWR 15-1, El Segundo, CA 90245.

5. Upon information and belief, Defendants are merchants on the Wish.com online marketplace platform, which, upon information and belief, is owned by ContextLogic, Inc., a Delaware corporation with a principal place of business at One Sansome Street, 40th Floor, San Francisco, CA 94104, through which Defendants offer for sale and/or sell Counterfeit Products.

GENERAL ALLEGATIONS

Plaintiff and Its Well-Known UNO Product

6. Plaintiff is a leading designer, developer, marketer, manufacturer and distributor of well-known children's toys and games ("Mattel Products") under its iconic brands, including, but not limited to: Barbie, Hot Wheels, American Girl and Fisher-Price ("Mattel Brands").

7. Plaintiff sells its Mattel Products worldwide through major retailers, quality toy stores and online marketplaces.

8. One of Mattel's most popular and successful Mattel Products is UNO ("UNO Products"). UNO is a card game wherein players begin with seven cards, and through each turn, attempt to match a card in his or her hand with a card on the deck, or be forced to draw an additional card. Players attempt to be the first to successfully discard all of his or her cards. When a player has a single card remaining, he or she must announce "Uno!" to the other players, providing a warning that the game is nearly complete, or risks a penalty.

9. Beyond the classic UNO game described above, Plaintiff has also released additional games under its UNO brand, such as UNO Attack, UNO Wild Jackpot, UNO MOD and more, including themed card decks.

10. According to the NPD Group, a market research firm that tracks consumers trends, UNO is the number-one games property in the U.S., exclusive of collector card games.¹

11. Additionally, as of July 2018, UNO is the number-one selling item in the entire games category, and the only card game in the top 10 best-selling items in the U.S.²

¹ See, PR NEWSWIRE, *UNO® Holds Title as #1 Games Property in the United States*, available at https://www.prnewswire.com/news-releases/uno-holds-title-as-1-games-property-in-the-united-states-300705774.html?tc=eml_cleartime.

² *Id.*

12. While Mattel has gained significant common law trademark and other rights in its UNO Products, through use, advertising, and promotion, Mattel has also protected its valuable rights by filing for and obtaining federal trademark registrations.

13. For example, Mattel is the owner of U.S. Trademark Registration No. 1,005,397 for “UNO” for goods in Class 28 and U.S. Trademark Registration Nos. 5,125,593 and 2,008,897 for the wordmark “UNO” in Classes 9 and 28 (“UNO Marks”). True and correct copies of the registration certificates for the UNO Marks are attached hereto as **Exhibit A** and incorporated herein by reference.

14. The UNO Marks are currently in use in commerce in connection with the UNO Products. The UNO Marks were first used in commerce on or before the dates of first use as reflected in the registration certificates attached hereto as Exhibit A.

15. U.S. Trademark Registration Nos. 1,005,397 and 2,008,897 are valid, subsisting and incontestable.

16. In addition, Plaintiff is also the owner of both registered and unregistered copyrights in and related to the UNO Products.

17. For example, Mattel is the owner of U.S. Copyright Reg. VA 561-564, covering the Original UNO Game Packaging, U.S. Copyright Reg. VA 2-090-581, covering the UNO Game Packaging (1999), U.S. Copyright Reg. VA 2-090-583, covering the UNO Game Packaging (2001) and U.S. Copyright Reg. VA 2-090-587, covering the UNO Game Packaging (2003) (collectively, the “UNO Works”). True and correct copies of the U.S. Copyright registration certificates for the UNO Works are attached hereto as **Exhibit B** and incorporated herein by reference.

18. Plaintiff has spent substantial time, money and effort in building up and developing consumer recognition, awareness and goodwill in its UNO Products, UNO Marks and UNO Works.

19. The success of the UNO Products is due in part to Plaintiff's marketing and promotional efforts. These efforts include advertising and promotion through television, Mattel's website, retailer websites, print and internet-based advertising and placement of the UNO Products at dozens of authorized major retail outlets, both domestically and abroad, including New York.

20. Plaintiff's success is also due to its use of high quality materials and processes in making the UNO Products.

21. Approximately 90% of Mattel's single basic UNO cards available to consumers in the U.S. are manufactured in the U.S., while the remaining 10% are manufactured and sold by a single vendor, directly to retailers.

22. Additionally, the success of UNO Products is due to demand by their consumers, and word-of-mouth buzz that their consumers have generated.

23. Plaintiff's efforts, the quality of Plaintiff's products, and the word-of-mouth buzz generated by its consumers have made the UNO Marks, UNO Works and UNO Products prominently placed in the minds of the public. Members of the public and retailers have become familiar with Plaintiff's UNO Marks, UNO Works and UNO Products, and have come to associate them exclusively with Plaintiff. Plaintiff has acquired a valuable reputation and goodwill among the public as a result of such association.

24. Plaintiff has gone to great lengths to protect its interests to the UNO Products, UNO Marks and UNO Works. No one other than Plaintiff and its authorized licensees and distributors

is authorized to manufacture, import, export, advertise, offer for sale, or sell any goods utilizing the UNO Marks or UNO Works without the express permission of Plaintiff.

Wish and Defendants' User Accounts

25. Wish.com is an online marketplace and e-commerce platform that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products originating primarily from China,³ among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York (hereinafter, "Wish").

26. A majority of the third-party merchants that have User Accounts with and operate Merchant Storefronts on Wish, like Defendants, are located in China.⁴ As of May 2015, over 40 million items from 100,000 User Accounts were available on Wish.⁵ Between June 2014 and May 2015, nearly 100 million distinct User Accounts became registered on Wish.⁶ Currently, Wish claims a base of over 300 million users.⁷ As one of the leaders of the worldwide e-commerce and digital retail market, Wish has generated billions in sales worldwide.⁸ Sales to the U.S. make up a significant percentage of the business done on Wish. For example, online sales account for 8.6% of all retail transactions in the U.S., and nearly 8% of online shopping done by teenagers was performed using Wish, which is second only to Amazon.com.⁹ On Cyber Monday of 2017, Wish

³ See Armando Roggio, *Ecommerce Lessons from the Wish Shopping App*, PRACTICALECOMMERCE (Jan. 7, 2015), <https://www.practicalecommerce.com/Ecommerce-Lessons-from-the-Wish-Shopping-App>.

⁴ See Greg Bensinger, *Wish, a Direct-From-China Shopping App, Lures Bargain Hunters*, WALL STREET JOURNAL (May 19, 2015), <https://www.wsj.com/articles/wish-a-direct-from-china-shopping-app-lures-bargain-hunters-1431909072>.

⁵ See *id.*

⁶ See *id.*

⁷ See WISH.COM, <https://www.wish.com/careers>.

⁸ See Connie Loizos, *Wish is Raising Again, and Giving Late-Stage Investors Protection*, TECHCRUNCH.COM (Oct. 28, 2016), <https://techcrunch.com/2016/10/28/wish-is-raising-again-and-giving-late-stage-investors-protection/>.

⁹ See Deena M. Amato-McCoy, *Study: Teens Twice as Likely to Shop Online Than Adults*, CHAINSTOREAGE.COM (Oct. 16, 2017), <https://www.chainstoreage.com/technology/study-teens-twice-likely-shop-online-adults/>.

accounted for 6.2% of teenager spending.¹⁰ Currently, Wish is valued at over \$8 billion, which is more than the market value of three of the largest traditional retailers in the U.S.¹¹

27. Wish aggressively uses the internet, including Facebook, Google and Pinterest, to market itself and the products offered for sale and/or sold by its third-party merchant users to potential consumers, particularly in the U.S. For example, Wish is in the top-five largest advertisers on the aforementioned popular search engines and social media websites.¹² In 2015, Wish spent approximately \$100 million on advertisements on Facebook alone.¹³

28. As recently addressed in news reports,¹⁴ and as reflected in the federal lawsuits filed against third-party merchants offering for sale and selling infringing and/or counterfeit products on Wish,¹⁵ an astronomical number of counterfeit and infringing products are offered for sale and sold on Wish at a rampant rate.¹⁶

29. Defendants are individuals and/or businesses, who, upon information and belief, are located in China but conduct business in the U.S. and other countries by means of their User Accounts and on their Merchant Storefronts on Wish as well as potentially yet undiscovered additional online marketplace platforms.

¹⁰ See Marianne Wilson, *Teens hot on Black Friday, but cool on Cyber Monday*, CHAINSTORAGE.COM (Nov. 29, 2017), <https://www.chainstorage.com/real-estate/teens-hot-black-friday-cool-cyber-monday/>.

¹¹ See Parmy Olson, *At \$8.5 Billion, Shopping App 'Wish' Is Now Worth More Than Sears, Macy's and JC Penney Combined*, FORBES, <https://www.forbes.com/sites/parmyolson/2017/09/20/wish-8-billion-funding-amazon/#c360ab961e1d>.

¹² See SENSORTOWER, MOBILE ADVERTISING ATLAS, Q2 2017 REPORT, *available at* <https://s3.amazonaws.com/sensortower-itunes/Quarterly+Reports/Sensor-Tower-Q2-2017-Ad-Intel-Data-Digest.pdf?=-landing>.

¹³ See Jason Del Rey, *Meet Wish, the \$3 Billion App That Could Be The Next Walmart*, RECODE (Dec. 28, 2015), <https://www.recode.net/2015/12/28/11621724/meet-wish-the-3-billion-app-that-could-be-the-next-walmart>.

¹⁴ See Andi Sykes, *Specialized Wages Ware on Counterfeiters* (Dec. 9, 2016), <http://singletrackworld.com/2016/12/specialized-wages-war-on-counterfeiters/>

¹⁵ See, e.g., *Specialized Bicycle Components, Inc. v. in-style1820, et al.*, Civil Case No. 16-cv-62711 (S.D. Fl. Nov. 17, 2016) and *David Gilmour Music Ltd. v. The Partnerships and Unincorporated Associations Identified on Schedule "A"*, Civil Case No. 17-cv-7763 (N.D. Ill., Nov. 1, 2017).

¹⁶ See Tom Hoffarth, *Lakers' Wish List Cheapened by the Dozen*, DAILY NEWS (Sept. 22, 2017), <http://www.dailynews.com/2017/09/22/hoffarth-lakers-wish-list-cheapened-by-the-dozen/>.

30. Through their Merchant Storefronts, Defendants offer for sale and/or sell consumer products, including Counterfeit Products, and target and ship such products to customers located in the U.S., including New York, and throughout the world.

31. Defendants' Merchant Storefronts share unique identifiers, such as design elements along with similarities in price, description of the goods offered and of the Counterfeit Products themselves offered for sale.

32. Defendants are in constant communication with each other and regularly participate in online chatroom discussions involving illegal counterfeiting activities, pending litigation and potential new lawsuits.

Defendants' Wrongful and Infringing Conduct

33. Particularly in light of Plaintiff's success with its UNO Products, as well as the reputation they have gained, Plaintiff and its UNO Products have become targets for unscrupulous individuals and entities who wish to capitalize on the goodwill, reputation and fame that Plaintiff has amassed in its UNO Product, UNO Marks and the works embodied in the UNO Works and Plaintiff investigates and enforces against such activities.

34. As part of these efforts, Plaintiff retained New Alchemy Limited ("NAL"), a company that provides intellectual property infringement research services, to investigate and research manufacturers, wholesalers, retailers and/or other merchants offering for sale and/or selling Counterfeit Products on online marketplace platforms such as Wish, Alibaba.com, AliExpress.com, DHgate.com and eBay.com.

35. Through NAL's investigative and enforcement efforts, Plaintiff learned of Defendants' actions which vary and include, but are not limited to: manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or

selling products bearing or used in connection with the UNO Marks and/or UNO Works, and/or products in packaging and/or containing labels bearing the UNO Marks and/or UNO Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the UNO Marks and/or UNO Works and/or products that are identical or confusingly or substantially similar to the UNO Products (collectively referred to as, “Infringing Product(s)” or “Counterfeit Product(s)”) to U.S. consumers, including those located in the state of New York, through Defendants’ User Accounts and Merchant Storefronts. Printouts of listings for Counterfeit Products from Defendants’ User Accounts and Merchant Storefronts are included in **Exhibit C** attached hereto and incorporated herein by reference.

36. Defendants are not, and have never been, authorized by Plaintiff or any of its authorized agents, authorized licensees or authorized distributors to copy, manufacture, import, export, advertise, distribute, offer for sale or sell the UNO Products or to use the UNO Marks and UNO Works, or any marks or artwork that are confusingly or substantially similar to the UNO Marks or UNO Works.

37. Defendants’ Counterfeit Products are nearly indistinguishable from Plaintiff’s UNO Products, only with minor variations that no ordinary consumer would recognize.

38. During its investigation, NAL identified Defendants as offering for sale and/or selling Counterfeit Products and specified a shipping address located in in New York (the “New York Address”) and verified that each Defendant provides shipping to the New York Address. Printouts of the checkout pages for the Counterfeit Products and pages from Defendants’ Merchant Storefronts reflecting that the Defendants ship the Counterfeit Products to the New York Address are included in **Exhibit C** attached hereto and incorporated herein by reference.

39. NAL confirmed that each Defendant was and/or is still currently offering for sale and/or selling Counterfeit Products through their respective Merchant Storefronts, accepting payment for such Counterfeit Products in U.S. Dollars through Wish's own payment processing system ("Wish Payment System"), or through accounts with the payment processing agency PayPal, Inc. ("PayPal"), and that each Defendant provides shipping and/or has actually shipped Counterfeit Products to the U.S., including to customers located in New York. NAL's findings are supported by Defendants' listings for Counterfeit Products and/or the checkout pages for the Counterfeit Products, which are included in **Exhibit C** attached hereto and incorporated herein by reference.

40. For example, below on the left is an image of one of Plaintiff's UNO Products, which typically retails for \$4.99. Depicted below on the right is a listing for Defendant DreamTop's Counterfeit Product ("DreamTop Infringing Listing" and "DreamTop Counterfeit Product," respectively). The DreamTop Infringing Listing appears on Defendant DreamTop's Merchant Storefront, <https://www.wish.com/c/597c49d531399d716ca743ad>, and offers the DreamTop Counterfeit Product for \$3.00 per item, using, featuring and/or incorporating one or more of the UNO Marks, the UNO Works, and/or confusingly or substantially similar marks or artwork in the listing title "Fashion Standard **UNO** Cards 108 Friends Kids Children Fun Playing Board Game Kit Toy" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the DreamTop Counterfeit Product is virtually identical to one of Plaintiff's UNO Products and features and/or incorporates one or more of the UNO Works and UNO Marks. There is no question that the DreamTop Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiff's UNO Products or that the DreamTop Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading

off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the UNO Works and UNO Marks:

UNO Product



DreamTop Counterfeit Product



41. By way of another example, below on the left is an image of one of Plaintiff's UNO Products, which typically retails for \$4.99. Depicted below on the right is a listing for Defendant Hongxin Trading Company's Counterfeit Product ("Hongxin Trading Company Infringing Listing" and "Hongxin Trading Company Counterfeit Product," respectively). The Hongxin Trading Company Infringing Listing appears on Defendant Hongxin Trading Company's Merchant Storefront, <https://www.wish.com/c/57b52b9220f28f03d3159b7f>, and offers the Hongxin Trading Company Counterfeit Product for \$7.00 per item, using, featuring and/or incorporating one or more of the UNO Marks, the UNO Works, and/or confusingly or substantially similar marks or artwork in the listing title "Standard **UNO** Cards 108 Friends Kids Children Fun Playing Board Game Kit Toy" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the Hongxin Trading Company Counterfeit Product is virtually identical to one of Plaintiff's UNO Products and features and/or incorporates one or more of the UNO Works and UNO Marks. There is no question that the Hongxin Trading Company Counterfeit Product is designed to confuse and mislead consumers into believing that they are

purchasing one of Plaintiff's UNO Products or that the Hongxin Trading Company Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the UNO Works and UNO Marks:

UNO Product



Hongxin Trading Company Counterfeit Product



42. As another example, below on the left is an image of one of Plaintiff's UNO Products, which typically retails for \$4.99. Depicted below on the right is a listing for Defendant Niuqi digital franchise's Counterfeit Product ("Niuqi digital franchise Infringing Listing" and "Niuqi digital franchise Counterfeit Product," respectively). The Niuqi digital franchise Infringing Listing appears on Defendant Niuqi digital franchise's Merchant Storefront, <https://www.wish.com/c/5992c0763e67016979d6ad75>, and offers the Niuqi digital franchise Counterfeit Product for \$5.00 per item, using, featuring and/or incorporating one or more of the UNO Marks, the UNO Works, and/or confusingly or substantially similar marks or artwork in the listing title "Fashion Standard UNO Cards 108 Friends Kids Children Fun Playing Board Game Kit Toy" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the Niuqi digital franchise Counterfeit Product is virtually identical to one of Plaintiff's

UNO Products and features and/or incorporates one or more of the UNO Works and UNO Marks. There is no question that the Niuqi digital franchise Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiff's UNO Products or that the Niuqi digital franchise Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the UNO Works and UNO Marks:

UNO Product



Niuqi digital franchise Counterfeit Product



43. By these dealings in Counterfeit Products (including, without limitation, copying, manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products), Defendants violated Plaintiff's exclusive rights in the UNO Marks and UNO Works, and have used marks, images and artwork that are confusingly and/or substantially similar to, identical to and/or constitute counterfeiting and/or infringement of the UNO Marks and UNO Works in order to confuse consumers into believing that such Counterfeit Products are UNO Products and aid in the promotion and sales of their Counterfeit Products. Defendants' conduct began long after Plaintiff's adoption and use of the UNO Marks and UNO Works, after Plaintiff obtained the federal registrations in the UNO Marks

and UNO Works, as alleged above, and after Plaintiff's UNO Products, UNO Marks and UNO Works became well-known to the purchasing public.

44. Prior to and contemporaneous with their counterfeiting and infringing actions alleged herein, Defendants had knowledge of Plaintiff's ownership of the UNO Marks and UNO Works, of the fame and incalculable goodwill associated therewith and of the popularity and success of the UNO Product, and in bad faith adopted the UNO Marks and UNO Works.

45. Defendants have been engaging in the illegal counterfeiting and infringing actions, as alleged herein, knowingly and intentionally, or with reckless disregard or willful blindness to Plaintiff's rights, or in bad faith, for the purpose of trading on the goodwill and reputation of Plaintiff, the UNO Marks, UNO Works and UNO Products.

46. Defendants' dealings in Counterfeit Products, as alleged herein, has caused, and will continue to cause confusion, mistake, economic loss, and have deceived and will continue to deceive consumers, the public and the trade with respect to the source or origin of Defendants' Counterfeit Products, thereby causing consumers to erroneously believe that such Counterfeit Products are licensed by or otherwise associated with Plaintiff, thereby damaging Plaintiff.

47. In engaging in these actions, Defendants have, jointly and severally, among other things, willfully and in bad faith committed the following, all of which have and will continue to cause irreparable harm to Plaintiff: infringed and counterfeited the UNO Marks, infringed the UNO Works, committed unfair competition and unfairly and unjustly profited from such activities at Plaintiff's expense.

48. Unless enjoined, Defendants will continue to cause irreparable harm to Plaintiff.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**(Trademark Counterfeiting Under Sections 32, 34 and 35 of the Lanham Act,
15 U.S.C. §§ 1114(1)(b), 1116(d) and 1117(b)-(c))**

49. Plaintiff replays and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

50. Plaintiff is the exclusive owner of all right and title to the UNO Marks.

51. Plaintiff has continuously used the UNO Marks in interstate commerce since on or before the dates of first use as reflected in the registrations attached hereto as **Exhibit A**.

52. Without Plaintiff's authorization or consent, with knowledge of Plaintiff's well-known and prior rights in its UNO Marks and with knowledge that Defendants' Counterfeit Products bear counterfeit marks, Defendants intentionally reproduced, copied and/or colorably imitated the UNO Marks and/or used spurious designations that are identical with, or substantially indistinguishable from, the UNO Marks on or in connection with the manufacturing, import, export, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products.

53. Defendants have manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold their Counterfeit Products to the purchasing public in direct competition with Plaintiff, in or affecting interstate commerce, and/or have acted with reckless disregard of Plaintiff's rights in and to the UNO Marks through their participation in such activities.

54. Defendants have applied their reproductions, counterfeits, copies and colorable imitations of the UNO Marks to packaging, point-of-purchase materials, promotions and/or advertisements intended to be used in commerce upon, or in connection with the manufacturing,

importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Defendants' Counterfeit Products, which is likely to cause confusion, mistake, and deception among the general purchasing public as to the origin of the Counterfeit Products, and is likely to deceive consumers, the public and the trade into believing that the Counterfeit Products sold by Defendants originate from, are associated with or are otherwise authorized by Plaintiff, thereby making substantial profits and gains to which they are not entitled in law or equity.

55. Defendants' unauthorized use of the UNO Marks on or in connection with the Counterfeit Products was done with notice and full knowledge that such use was not authorized or licensed by Plaintiff or its authorized agents and with deliberate intent to unfairly benefit from the incalculable goodwill inherent in the UNO Marks.

56. Defendants' actions constitute willful counterfeiting of the UNO Marks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c).

57. As a direct and proximate result of Defendants' illegal actions alleged herein, Defendants have caused substantial monetary loss and irreparable injury and damage to Plaintiff, its business, its reputation and its valuable rights in and to the UNO Marks and the goodwill associated therewith, in an amount as yet unknown, but to be determined at trial, for which Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and its valuable UNO Marks.

58. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions, as alleged herein, and all gains, profits and

advantages obtained by Defendants as a result thereof, enhanced discretionary damages, treble damages and/or statutory damages of up to \$2,000,000 per counterfeit mark per type of goods sold, offered for sale or distributed and reasonable attorneys' fees and costs.

**SECOND CAUSE OF ACTION
(Infringement of Registered Trademarks)
[15 U.S.C. § 1114/Lanham Act § 32(a)]**

59. Plaintiff pleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

60. Plaintiff has continuously used the UNO Marks in interstate commerce since on or before the dates of first use as reflected in the registration certificate attached hereto as **Exhibit A**.

61. Plaintiff, as owner of all right, title and interest in and to the UNO Marks, has standing to maintain an action for trademark infringement under 15 U.S.C. § 1114.

62. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiff is the owner of the federal trademark registrations for the UNO Marks.

63. Defendants did not seek and thus inherently failed to obtain consent or authorization from Plaintiff, as the registered trademark owner of the UNO Marks, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail, offer for sale and/or sell UNO Products and/or related products bearing the UNO Marks into the stream of commerce.

64. Defendants knowingly and intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold Counterfeit Products, bearing and/or utilizing marks that are reproductions, counterfeits, copies and/or colorable imitations of the UNO Marks and/or which are identical or confusingly similar to the UNO Marks.

65. Defendants knowingly and intentionally reproduced, copied and colorably imitated the UNO Marks and applied such reproductions, copies or colorable imitations to packaging, wrappers, receptacles, online listings and/or advertisements used in commerce upon, or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Defendants' Counterfeit Products.

66. Defendants were, at the time they engaged in their illegal and infringing actions as alleged herein, actually aware that Plaintiff is the owner of all rights in and to the UNO Marks.

67. Defendants' egregious and intentional use of the UNO Marks in commerce on or in connection with Defendants' Counterfeit Products has caused, and is likely to continue to cause, actual confusion and mistake, and has deceived, and is likely to continue to deceive, the general purchasing public as to the source or origin of the Counterfeit Products, and is likely to deceive the public into believing that Defendants' Counterfeit Products are Plaintiff's UNO Products or are otherwise associated with, or authorized by, Plaintiff.

68. Defendants' actions have been deliberate and committed with knowledge of Plaintiff's rights and goodwill in the UNO Marks, as well as with bad faith and the intent to cause confusion, mistake and deception.

69. Defendants' continued, knowing, and intentional use of the UNO Marks without Plaintiff's consent or authorization constitutes intentional infringement of Plaintiff's federally registered UNO Marks in violation of §32 of the Lanham Act, 15 U.S.C. § 1114.

70. As a direct and proximate result of Defendants' illegal and infringing actions as alleged herein, Plaintiff has suffered substantial monetary loss and irreparable injury, loss and damage to its business and its valuable rights in and to the UNO Marks and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which Plaintiff has no

adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and the valuable UNO Marks.

71. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, as well as other remedies provided by 15 U.S.C. §§ 1116, 1117, and 1118, and reasonable attorneys' fees and costs.

**THIRD CAUSE OF ACTION
(False Designation of Origin, Passing Off & Unfair Competition)
[15 U.S.C. § 1125(a)/Lanham Act § 43(a)]**

72. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

73. Plaintiff, as the owner of all right, title and interest in and to the UNO Marks, has standing to maintain an action for false designation of origin and unfair competition under the Federal Trademark Statute, Lanham Act § 43(a) (15 U.S.C. § 1125).

74. The UNO Marks are inherently distinctive and/or have acquired distinctiveness.

75. Defendants knowingly and willfully used in commerce products and/or packaging designs that are identical or confusingly or substantially similar to, and constitute reproductions of the UNO Marks and UNO Works and affixed, applied and used false designations of origin and false and misleading descriptions and representations on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products with the intent to cause confusion, to cause mistake and to deceive the purchasing public into believing, in error, that Defendants' substandard Counterfeit Products are UNO Products or related products, and/or that Defendants' Counterfeit Products are

authorized, sponsored, approved, endorsed or licensed by Plaintiff and/or that Defendants are affiliated, connected or associated with Plaintiff, thereby creating a likelihood of confusion by consumers as to the source of such Counterfeit Products, and allowing Defendants to capitalize on the goodwill associated with, and the consumer recognition of, the UNO Marks and UNO Works, to Defendants' substantial profit in blatant disregard of Plaintiff's rights.

76. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products that are identical to, confusingly similar to or which constitute colorable imitations of Plaintiff's UNO Products using marks and/or artwork that is identical and/or confusingly or substantially similar to, or which constitute colorable imitations of the UNO Marks and UNO Works, Defendants have traded off the extensive goodwill of Plaintiff and its UNO Products and did in fact induce, and intend to, and will continue to induce customers to purchase Defendants' Counterfeit Products, thereby directly and unfairly competing with Plaintiff. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff and its UNO Marks, which Plaintiff has amassed through its nationwide marketing, advertising, sales and consumer recognition.

77. Defendants knew, or by the exercise of reasonable care should have known, that their adoption and commencement of and continuing use in commerce of marks and artwork that are identical or confusingly or substantially similar to and constitute reproductions of the UNO Marks and UNO Works would cause confusion, mistake or deception among purchasers, users and the public.

78. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive the

purchasing public and with the intent to trade on the goodwill and reputation Plaintiff, its UNO Products, UNO Marks and UNO Works.

79. As a direct and proximate result of Defendants' aforementioned actions, Defendants have caused irreparable injury to Plaintiff by depriving Plaintiff of sales of its UNO Products and by depriving Plaintiff of the value of its UNO Marks and UNO Works as commercial assets in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately restrained, Defendants will continue to cause substantial and irreparable injury to Plaintiff and the goodwill and reputation associated with the value of UNO Marks and UNO Works.

80. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief as well as monetary damages and other remedies as provided by the Lanham Act, including damages that Plaintiff has sustained and will sustain as a result of Defendants' illegal and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages and reasonable attorneys' fees and costs.

**FOURTH CAUSE OF ACTION
(Federal Copyright Infringement)
[17 U.S.C. § 501(a)]**

81. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

82. Plaintiff is the exclusive owner of the UNO Works.

83. Defendants had actual notice of Plaintiff's exclusive rights in and to the UNO Works.

84. Defendants did not attempt and therefore inherently failed to obtain Plaintiff's consent or authorization to use, manufacture, reproduce, copy, display, prepare derivative works

of, distribute, sell, transfer, rent, perform and/or market Plaintiff's UNO Products and/or UNO Works.

85. Without permission, Defendants knowingly and intentionally reproduced, copied, and displayed the UNO Works by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Infringing Products which bear such UNO Works, or artwork that is, at a minimum, substantially similar to the UNO Works.

86. Defendants' unlawful and willful actions as alleged herein constitute infringement of the UNO Works, including Plaintiff's exclusive rights to reproduce, distribute and/or sell such UNO Works in violation of 17 U.S.C. § 501(a).

87. Defendants' knowing and intentional copyright infringement, as alleged herein, has caused substantial and irreparable harm to Plaintiff in an amount as yet unknown but to be proven at trial, for which Plaintiff has no adequate remedy at law, and unless enjoined, Defendants will continue to cause, substantial and irreparable harm to Plaintiff.

88. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief, Plaintiff's actual damages and Defendants' profits in an amount to be proven at trial and enhanced discretionary damages for willful copyright infringement, and reasonable attorneys' fees and costs.

**FIFTH CAUSE OF ACTION
(Violation of Deceptive Acts and Practices Unlawful)
[N.Y. Gen. Bus. Law § 349]**

89. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

90. Through Defendants' unlawful, unauthorized and unlicensed use of the UNO Works and/or UNO Marks on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or

otherwise dealing in Counterfeit Products which are identical and/or confusingly or substantially similar to Plaintiff's UNO Products, Defendants have engaged in consumer-oriented conduct that has adversely affected the public interest and has resulted in injury to consumers in New York.

91. Defendants' aforementioned conduct was and is a willful and deliberate attempt to mislead consumers and constitutes the use of deceptive acts or practices in the conduct of business, trade or commerce. Such conduct has deceived and materially misled or has a tendency to deceive and materially mislead the consuming public, and has injured and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law § 349.

92. As a result of Defendants' actions alleged herein, Plaintiff has suffered and will continue to suffer irreparable harm for which it has no adequate remedy at law.

93. Pursuant to N.Y. Gen. Bus. Law § 349(h), Plaintiff is entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SIXTH CAUSE OF ACTION
(False Advertising Unlawful)
[N.Y. Gen. Bus. Law § 350]**

94. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

95. Without the authorization of Plaintiff, Defendants have used the UNO Marks and/or UNO Works and/or marks and/or artwork and/or packaging designs that are identical and/or confusingly or substantially similar to the UNO Marks and/or UNO Works in connection with the advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products which are identical and/or confusingly or substantially similar to Plaintiff's UNO Products, causing confusion, mistake and deceiving

consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

96. Defendants' aforementioned willful and intentional conduct constitutes false advertising in the conduct of any business, trade or commerce and has injured and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law § 350.

97. As a result of Defendants' actions alleged herein, Plaintiff has suffered and will continue to suffer irreparable harm for which it has no adequate remedy at law.

98. Pursuant to N.Y. Gen. Bus. Law § 350(e), Plaintiff is entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SEVENTH CAUSE OF ACTION
(Unfair Competition)
[New York Common Law]**

99. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

100. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, Defendants have traded off the extensive goodwill of Plaintiff and its UNO Products to induce, and did induce and intend and will continue to induce, customers to purchase their Counterfeit Products, thereby directly competing with Plaintiff. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff, which Plaintiff has amassed through its nationwide marketing, advertising, sales and consumer recognition.

101. Defendants' advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products was and is in violation and derogation of Plaintiff's rights and is likely to cause confusion and mistake, and to deceive consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

102. Defendants knew, or by the exercise of reasonable care should have known, that their advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products and their continuing advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products would cause confusion and mistake, or deceive purchasers, users and the public.

103. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion and mistake, and to deceive, in blatant disregard of Plaintiff's rights, and for the wrongful purpose of injuring Plaintiff, and its competitive position while benefiting Defendants.

104. As a direct and proximate result of Defendants' aforementioned wrongful actions, Plaintiff has been and will continue to be deprived of substantial sales of its UNO Products in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law, and Plaintiff has been and will continue to be deprived of the value of its UNO Marks and UNO Works as commercial assets in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law.

105. As a result of Defendants' actions alleged herein, Plaintiff is entitled to injunctive relief, an order granting Plaintiff's damages and Defendants' profits stemming from their

infringing activities, and exemplary or punitive damages for Defendants' intentional misconduct.

**EIGHTH CAUSE OF ACTION
(Unjust Enrichment)
[New York Common Law]**

106. Plaintiff replreads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

107. By virtue of the egregious and illegal acts of Defendants as described herein, Defendants have been unjustly enriched in an amount to be proven at trial.

108. Defendants' retention of monies gained through their deceptive business practices, infringement, acts of deceit and otherwise would serve to unjustly enrich Defendants and would be contrary to the interests of justice.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, inclusive, and each of them, as follows:

A. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a), enhanced discretionary damages under 15 U.S.C. § 1117(a)(3) and treble damages in the amount of a sum equal to three (3) times such profits or damages, whichever is greater, pursuant to 15 U.S.C. § 1117(b) for willfully and intentionally using a mark or designation, knowing such mark or designation is a counterfeit mark in violation of 15 U.S.C. § 1114(1)(a);

B. In the alternative to Defendants' profits and Plaintiff's actual damages, enhanced discretionary damages and treble damages for willful use of a counterfeit mark in connection with the sale, offering for sale or distribution of goods or services, for statutory damages pursuant to 15 U.S.C. § 1117(c) in the amount of not more than \$2,000,000 per

counterfeit mark per type of goods or services sold, offered for sale or distributed, as the Court considers just, which Plaintiff may elect prior to the rendering of final judgment;

C. For an award of Defendants' profits and Plaintiff's damages in an amount to be proven at trial for willful trademark infringement of Plaintiff's federally registered UNO Marks, and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a);

D. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a) in an amount to be proven at trial and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) for false designation of origin and unfair competition under 15 U.S.C. § 1125(a);

E. For an award of Plaintiff's actual damages and Defendants' profits, pursuant to 17 U.S.C. § 504(b), in an amount to be proven at trial for willful copyright infringement of the UNO Works under 17 U.S.C. § 501(a);

F. In the alternative to Plaintiff's actual damages and Defendants' profits for copyright infringement of the UNO Works pursuant to 17 U.S.C. § 504(b), for statutory damages of up to \$150,000 per infringement pursuant to 17 USC § 504(c) for willful copyright infringement, which Plaintiff may elect prior to the rendering of final judgment;

G. For an award of damages in an amount to be proven at trial for deceptive acts and practices unlawful pursuant to N.Y. Gen. Bus. Law § 349(h);

H. For an award of damages to be proven at trial for false advertising pursuant to N.Y. Gen. Bus. Law § 350(e);

I. For an award of damages to be proven at trial for common law unfair competition;

J. For an award of damages in an amount to be proven at trial for unjust enrichment;

K. For a preliminary and permanent injunction by this Court enjoining and prohibiting Defendants, or their agents, and any employees, agents, servants, officers, representatives, directors, attorneys, successors, affiliates, assigns and entities owned or controlled by Defendants, and all those in active concert or participation with Defendants, and each of them who receives notice directly or otherwise of such injunction from:

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing and/or Counterfeit Products;
- ii. directly or indirectly infringing in any manner any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the UNO Marks or UNO Works;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the UNO Marks and UNO Works to identify any goods or services not authorized by Plaintiff;
- iv. using any of Plaintiff's trademarks, copyrights or other rights (whether now in existence or hereafter created) including, without limitation, the UNO Works or UNO Marks, or any other marks or artwork that are confusingly or substantially similar to the UNO Marks or UNO Works, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- v. using any false designation of origin or false description, or engaging in any

action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiff;

- vi. engaging in the unlawful, unfair or fraudulent business acts or practices, including, without limitation, the actions described herein, including the of advertising and/or dealing in any Counterfeit Products;
- vii. engaging in any other actions that constitute unfair competition with Plaintiff;
- viii. engaging in any other act in derogation of Plaintiff's rights;
- ix. secreting, destroying, altering, removing, or otherwise dealing with the Counterfeit Products or any books or records that contain any information relating to manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- x. from secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to Defendants' User Accounts or Merchant Storefronts,

any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (“Defendants’ Assets”) from or to financial accounts associated with or utilized by any Defendant or any Defendant’s User Accounts or Merchant Storefronts (whether said account is located in the U.S. or abroad) (“Defendants’ Financial Accounts”), and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

- xi. from secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants’ Assets from or Defendants’ Financial Accounts until further ordered by this Court;
- xii. effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in any Final Judgment or Order in this action;
- xiii. providing services to Defendants, Defendants’ User Accounts and Defendants’ Merchant Storefronts, including, without limitation, continued operation of Defendants’ User Accounts and Merchant Storefronts; and
- xiv. instructing, assisting, aiding or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (xiii) above; and

L. For an order of the Court requiring that Defendants recall from any distributors and retailers and deliver up to Plaintiff for destruction any and all Infringing and/or Counterfeit

Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of such distributors and retailers that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the UNO Marks or UNO Works, or bear any marks that are confusingly or substantially similar to the UNO Marks or UNO Works;

M. For an order of the Court requiring that Defendants deliver up for destruction to Plaintiff any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the UNO Marks or UNO Works, or bear any marks that are confusingly or substantially similar to the UNO Marks or UNO Works pursuant to 15 U.S.C. § 1118;

N. For an order from the Court requiring that Defendants provide complete accountings for any and all monies, profits, gains and advantages derived by Defendants from their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, sale and/or otherwise dealing in the Infringing and/or Counterfeit Products as described herein, including prejudgment interest;

O. For an order from the Court that an asset freeze or constructive trust be imposed over any and all monies, profits, gains and advantages in Defendants' possession which rightfully belong to Plaintiff;

P. For an award of exemplary or punitive damages in an amount to be determined by the Court;

Q. For Plaintiff's reasonable attorneys' fees;

- R. For all costs of suit; and
- S. For such other and further relief as the Court may deem just and equitable.

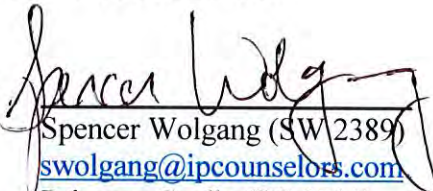
DEMAND FOR JURY TRIAL

Plaintiff respectfully demands a trial by jury on all claims.

Dated: September 26, 2018

Respectfully submitted,

EPSTEIN DRANGEL LLP

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Attorneys for Plaintiff

Mattel, Inc.

EXHIBIT A

Int. Cl.: 28

Prior U.S. Cl.: 22

United States Patent and Trademark Office
10 Year Renewal

Reg. No. 1,005,397
Registered Feb. 25, 1975
Renewal Term Begins Feb. 25, 1995

**TRADEMARK
PRINCIPAL REGISTER**

UNO

INTERNATIONAL GAMES, INC. (DELA-
WARE CORPORATION)
333 CONTINENTAL BOULEVARD
EL SEGUNDO, CA 902455012, BY
MERGER WITH INTERNATIONAL
GAMES, INCORPORATED (ILLINOIS
CORPORATION) JOLIET, IL

FIRST USE 6-1-1971; IN COMMERCE
6-1-1971.

SER. NO. 73-015,277, FILED 3-7-1974.

FOR: CARD GAMES, IN CLASS 28
(U.S. CL. 22).

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on June 6, 1995.*

COMMISSIONER OF PATENTS AND TRADEMARKS

Int. Cl.: 28

Prior U.S. Cl.: 22

United States Patent Office

Reg. No. 1,005,397
Registered Feb. 25, 1975

TRADEMARK
Principal Register

UNO

International Games, Incorporated (Illinois corporation)
457 N. Ottawa St.
Joliet, Ill. 60431

For: PLAYING CARDS, in CLASS 28 (U.S. CL. 22).
First use June 1, 1971; in commerce June 1, 1971.

Ser. No. 15,277; filed Mar. 7, 1974.

Certificate of Correction

Registered February 25, 1975

Registration No. 1,005,397

International Games, Incorporated

It is hereby certified that the above identified registration is in error requiring correction as follows:

In the statement, column 2, line 1, "playing cards" should be deleted and *card games* should be inserted.

The said registration should be read as corrected above.

Signed and sealed this 1st day of September 1981.

[SEAL]

Attest:
JANIE COOKSEY,
Attesting Officer.

GERALD J. MOSSINGHOFF,
Commissioner of Patents and Trademarks.

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38, and 50

United States Patent and Trademark Office Reg. No. 2,008,897
Registered Oct. 15, 1996

**TRADEMARK
PRINCIPAL REGISTER**

UNO

MATTEL, INC. (DELAWARE CORPORATION)
333 CONTINENTAL BOULEVARD
EL SEGUNDO, CA 902455012

FIRST USE 2-1-1994; IN COMMERCE
2-1-1994.

THE TRANSLATION OF THE MARK FROM
SPANISH IS "ONE".

FOR: HAND HELD UNIT FOR PLAYING
ELECTRONIC GAMES, IN CLASS 28 (U.S. CLS.
22, 23, 38 AND 50).

SN 74-531,561, FILED 5-31-1994.

LYNN A. LUTHEY, EXAMINING ATTORNEY

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38, and 50

United States Patent and Trademark Office **Reg. No. 2,008,897**
Registered Oct. 15, 1996

**TRADEMARK
PRINCIPAL REGISTER**

UNO

MATTEL, INC. (DELAWARE CORPORATION)
333 CONTINENTAL BOULEVARD
EL SEGUNDO, CA 902455012

FIRST USE 2-1-1994; IN COMMERCE
2-1-1994.
THE TRANSLATION OF THE MARK FROM
SPANISH IS "ONE".

FOR: HAND HELD UNIT FOR PLAYING
ELECTRONIC GAMES, IN CLASS 28 (U.S. CLS.
22, 23, 38 AND 50).

SN 74-531,561, FILED 5-31-1994.

LYNN A. LUTHEY, EXAMINING ATTORNEY

United States of America

United States Patent and Trademark Office

UNO

Reg. No. 5,125,593

Registered Jan. 17, 2017

Int. Cl.: 9

Trademark

Principal Register

MATTEL, INC. (DELAWARE CORPORATION)
M1-1518
333 CONTINENTAL BOULEVARD
EL SEGUNDO, CA 90245

CLASS 9: COMPUTER GAME SOFTWARE; VIDEO GAME SOFTWARE; COMPUTER APPLICATION GAME SOFTWARE FOR MOBILE PHONES, PORTABLE MEDIA PLAYERS, HANDHELD COMPUTERS AND TABLETS

FIRST USE 10-26-2016; IN COMMERCE 10-26-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 2008897, 3719355, 1005397

The English translation of "UNO" in the mark is "ONE".

SER. NO. 86-830,173, FILED 11-24-2015
JONATHAN RYA O'ROURKE, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

EXHIBIT B

CERTIFICATE OF REGISTRATION

FORM VA

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

VA 561 564

EFFECTIVE DATE OF REGISTRATION

5 14 93
Month Day Year



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Handwritten signature of the Register of Copyrights.

REGISTER OF COPYRIGHTS

United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

The Original UNO Game Package
91-UNO (IGI)-1

NATURE OF THIS WORK

package

PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared.

If published in a periodical or serial give: Volume Number Issue Date On Pages

NAME OF AUTHOR

International Games, Inc.

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

Yes No

AUTHOR'S NATIONALITY OR DOMICILE

Citizen of Domiciled in U.S.A.

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? Pseudonymous? Yes No Yes No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- 3-Dimensional sculpture
2-Dimensional artwork
Reproduction of work of art
Design on sheetlike material
Map
Photograph
Jewelry design
Technical drawing
Text
Architectural work

NAME OF AUTHOR

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

Yes No

AUTHOR'S NATIONALITY OR DOMICILE

Citizen of Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

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If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- 3-Dimensional sculpture
2-Dimensional artwork
Reproduction of work of art
Design on sheetlike material
Map
Photograph
Jewelry design
Technical drawing
Text
Architectural work

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1991

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Month January Day 2 Year 1992

United States of America

Nation

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.

International Games, Inc.
One UNO Circle, Joliet, IL 60435

APPLICATION RECEIVED

MAY 14 1993

ONE DEPOSIT RECEIVED

MAY 14 1993 - 20

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

MORE ON BACK - Complete all applicable spaces (numbers 5-9) on the reverse side of this page. - See detailed instructions. - Sign the form at line 8.

DO NOT WRITE HERE Page 1 of 2 pages

2
011655553
011655553
011655553

EXAMINED BY 75

FORM VA

CHECKED BY

CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

VA 561 564

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▼

- a. This is the first published edition of a work previously registered in unpublished form.
- b. This is the first application submitted by this author as copyright claimant.
- c. This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼ Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a & 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

See instructions
before completing
this space.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼ Account Number ▼

Mattel, Inc.

DA037842

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

Joan Rose, Senior Legal Administrator
MATTEL, INC. 333 Continental Blvd.
El Segundo, California 90245-5012

Area Code & Telephone Number ▶ (310) 524-3627

Be sure to
give your
daytime phone
number

CERTIFICATION* I, the undersigned, hereby certify that I am the

Check only one ▼

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of

International Games, Inc.

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

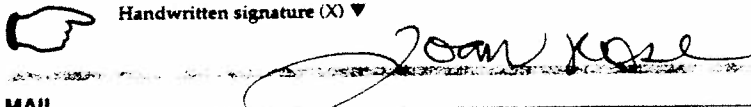
of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Joan Rose

date ▶ May 13, 1993

Handwritten signature (X) ▼



MAIL
CERTIFI-
CATE TO

Name ▼
Mattel, Inc. Law Dept. M1-1518

Number/Street/Apartment Number ▼
333 Continental Blvd.

City/State/ZIP ▼
El Segundo, California 90245-5012

Certificate
will be
mailed in
window
envelope

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE

1. Application form
2. Nonrefundable \$20 filing fee in check or money order payable to Register of Copyrights
3. Deposit material

Register of Copyrights
Library of Congress
Washington, D.C. 20559

*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Registration Number
VA 2-090-581

Effective Date of Registration:
May 22, 2017

Acting United States Register of Copyrights and Director

Title

Title of Work: UNO Game Package (1999)

Completion/Publication

Year of Completion: 1999
Date of 1st Publication: February 08, 1999
Nation of 1st Publication: United States

Author

- Author:** Mattel, Inc.
- Author Created:** 2-D artwork, Text
- Work made for hire:** Yes
- Domiciled in:** United States

Copyright Claimant

Copyright Claimant: Mattel, Inc.
333 Continental Blvd., El Segundo, CA, 90245, United States

Limitation of copyright claim

Previous registration and year: VA 561-564, 1993

Certification

Name: Richelle W. Savage
Date: May 22, 2017



0000VA00020905810202

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Acting United States Register of Copyrights and Director

Registration Number

VA 2-090-583

Effective Date of Registration:

May 22, 2017

Title

Title of Work: UNO Game Package (2001)

Completion/Publication

Year of Completion: 2001
Date of 1st Publication: February 11, 2001
Nation of 1st Publication: United States

Author

- Author:** Mattel, Inc.
- Author Created:** 2-D artwork, Text
- Work made for hire:** Yes
- Domiciled in:** United States

Copyright Claimant

Copyright Claimant: Mattel, Inc.
333 Continental Blvd., El Segundo, CA, 90245, United States

Limitation of copyright claim

Previous registration and year: VA 561-564, 1993

Certification

Name: Richelle W. Savage
Date: May 22, 2017



Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Acting United States Register of Copyrights and Director

Registration Number

VA 2-090-587

Effective Date of Registration:

May 22, 2017

Title

Title of Work: UNO Game Package (2003)

Completion/Publication

Year of Completion: 2003
Date of 1st Publication: February 16, 2003
Nation of 1st Publication: United States

Author

- **Author:** Mattel, Inc.
Author Created: 2-D artwork, Text
Work made for hire: Yes
Domiciled in: United States

Copyright Claimant

Copyright Claimant: Mattel, Inc.
333 Continental Blvd., El Segundo, CA, 90245, United States

Limitation of copyright claim

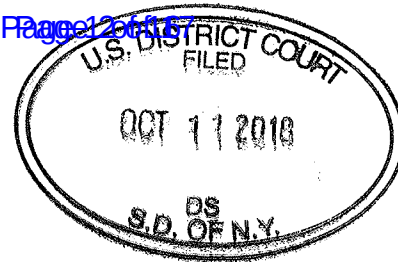
Previous registration and year: VA 561-564, 1993

Certification

Name: Richelle W. Savage
Date: May 22, 2017



EXHIBIT B



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60 East 42nd Street, Suite 2520
New York, NY 10165
Telephone: (212) 292-5390
Facsimile: (212) 292-5391
*Attorneys for Plaintiff
Mattel, Inc.*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MATTEL, INC.

Plaintiff

v.

1622758984, 1922529011, 3237063196,
3ADIANPU, AISAITA, AJKKXIAO,
ALINA_ZLL, AMAKEUPSTORE, AMAPO,
ANDREA-LOVEKOBÉ, AT THE BEGINNING
OF LANGUAGE, BABY HI, BANGXING,
BEAUTY, OUTDOOR AND ELECTRONIC,
BEBEST, BENGBU TRADE LIMITED BY
SHARE LTD, BEST HOPE, BLUESKY588,
BURNING FIRE, BUYINFUN, C-BEAR,
CECILIASTYLE, CHERRYSTORE6, CHINA
SOUL, COCOMENGXIANGJIA, DE YANG,
DIDIAO, DREAMTOP, ELYSIAN FIELDS,
FANCYBABY JEWELRY, FANTASTIC5,
FASHION MEMORIES, FASHIONGOGOGO,
FASHIONISTAS, FATE STAY NIGHT,
FATIONSHOP, FENGJIAN YU45033, FESENZ,
FFBFDNDFNDRF, FIRMTOWN94, FFPF,

Civil Case No.: 18-cv-8821

~~{PROPOSED}~~

1) TEMPORARY RESTRAINING
ORDER; 2) ORDER
RESTRAINING ASSETS AND
MERCHANT STOREFRONTS; 3)
ORDER TO SHOW CAUSE WHY
A PRELIMINARY INJUNCTION
SHOULD NOT ISSUE; 4) ORDER
AUTHORIZING ALTERNATIVE
SERVICE BY ELECTRONIC
MEANS; AND 5) ORDER
AUTHORIZING EXPEDITED
DISCOVERY

FILED UNDER SEAL

GEORGE ELLIOT, GN SERVICE CO.LTD.,
GODEAL2017, GRACEQQ,
GUANGZHOUFENGSEWANGJUYINGHUAM
AOYIYOUXIANGONGSI,
GUOJUN1991@163.COM,
HANGZHOUJINGPINBAOBAO,
HAPPYDREAM2016, HEADACHES, HELLO
BODY, HOME GOODS, HONG KONG QI
SHENG, HONGXIN TRADING COMPANY,
HYLL2016, IFOUND, JACKON, JOHNY PAPI,
JTD, JTWAREHOUSE, JUSTICE, KÉ, KISS
YOUR LIFE, LINDAF JEWELRY, LINJUBUY,
LINZHIHEN, LIPENG TRADING CO.,
LIMITED, LITTLLOVE, LONELY PLANET,
LUCK2017, LUCKY DOG8, LUCKY-1, LUSYS,
LY2016, MATCHBESTCT, MEIRENYUHA,
MICROHAPPYWISE, MRROBINSON,
MW1023214, MY TREASURE, NANJING MH
COMPANY, NEWBEAR, NEWIN, NIUQI
DIGITAL FRANCHISE, ORIENT
INTERNATIONAL TRADING CO., LTD.,
PEACH PARTY, PEGGY, PERFECT
ELECTRONIC TECHNOLOGY CO., LTD,
QINGDAOTIANCHANGZHENGQUANSHIYE
YOUXIANGONGSI,
QIPILANGZHENPISHOUBAO,
RFHBTGNDERFGBESDR, SAML, SAMLIR,
SANDI MARKET, SHANGHAI YEE TONG
TRADING CO., LTD.,
SHANGHAIBINJIAWANGLUOGONGCHENG
YOUXIANGONGSI,
SHANGHAIYEJIAJINCHUKOUYOUXIANGO
NGSI, SHENZHEN NATURE MAKER,
SHENZHEN SAFE TECHNOLOGY CO., LTD,
SHENZHENSIXINGJIEXUNDIANZIYOUXI
ANGONGSI, SMALL HOUSEHOLD
APPLIANCES CONCENTRATION CAMP,
SSSD, SUNSHINE DAY, TAMIIX,
TAOLIHUA, TAOZI123, THBDFDHG, THE
COSMETICS, TOP FASHION CLUB,
TOP MVP, TOPFASHIONTOWN, TOXIC
PERFUME, TUKIISS, UNIQUE CREATE,
VSHINE, WAGPUAL TACTICAL AIRSOFT
WHOLESALE HOME, WANG'S, WANGPAI,
WLOUDS, WEIWEIT, WEIWO999, WENMY,
WHENEVER INTEREST, WX123456,

XI LIAN, XIAOHHH, XIAOYANGO,
 XIAOYUPPP, XIEFANG625,
 XINXIANGSHICHENG6698,
 YANGFANSHANGMAO, YANGKAIJIE,
 YEHAOJJSTORE, YEMINQING, YIDAS,
 YIWU CITY HAOZHUO CRAFTS LIMITED
 COMPANY, YIWU XIANGPEI
 INTERNATIONAL TRADE COMPANY,
 YIWUSHIGUIKANGDIANZISHANGWUSHA
 NGXING,
 YIWUYINHAIIDIANZISHANGWUYOUXIAN
 GONGSI, YONGYANONLINE, ZHOU DU
 STORES, ZIWEIXING ANGEL AGEL
 ECOMMERCE LTD and ZSDDP,

Defendants

On this day, the Court considered 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; 4) an order authorizing alternative service and 5) an order authorizing expedited discovery against 1622758984, 1922529011, 3237063196, 3A dianpu, Aisaite, ajKKxiao, Alina_zll, Amakeupstore, AMAPO, Andrea-LoveKobe, At the beginning of language, baby hi, bangxing, Beauty, outdoor and electronic, Bebest, Bengbu trade Limited by Share Ltd, Best Hope, bluesky588, Burning Fire, BuyInFun, c-bear, ceciliastyle, cherrystore6, China Soul, CoComengxiangjia, De yang, DI diao, DreamTop, Elysian Fields, Fancybaby Jewelry, Fantastic5, Fashion memories, FashionGOGOGO, Fashionistas, Fate Stay Night, Fationshop, fengjianyu45033, fesenz, ffbfdndfndrf, Firmtown94, FPPF, George Elliot, GN Service Co.Ltd., Godeal2017, Graceqq, guangzhoufengsewangjuyinghuamaoyiyouxiangongsi, guojun1991@163.com, hangzhoujingpinbaobao, happydream2016, headaches, hello body, Home Goods, Hong kong Qi Sheng, Hongxin Trading Company, hyll2016, ifound, jjackon, Johnny Papi, JTD, JT Warehouse, Justice, Ké, Kiss Your Life, LinDaF Jewelry, linjubuy, linzhihen, LiPeng Trading Co., Limited,

Littlove, Lonely Planet, luck2017, Lucky dog8, LUCKY-1, lusys, LY2016, MatchBestCT, meirenyuha, microhappywise, MRRobinson, mw1023214, My Treasure, nanjing MH company, newbear, Newin, Niuqi digital franchise, Orient International Trading Co., Ltd., Peach Party, peggy, Perfect electronic technology co., LTD, qingdaotianchangzhengquanshiyeyouxiangongsi, qipilangzhenpishoubao, rfhtgnderfgbesdr, saml, samlir, Sandi Market, Shanghai Yee Tong Trading Co., Ltd., shanghaibinjiawangluogongchengyouxiangongsi, shanghaiyejiajinchukouyouxiangongsi, shenzhen nature maker, Shenzhen safe technology co., LTD, shenzhenshixingjiexundianziyouxiangongsi, Small household appliances concentration camp, sssdd, Sunshine Day, tamiix, taolihua, taozi123, thbdfhg, The cosmetics, top fashion club, TOP_MVP, TopFashionTown, toxic perfume, tukiiss, UNIQUE CREATE, Vshine, wagnual tactical airsoft wholesale home, Wang`s, wangpai, Wclouds, WEIWEIT, weiwo999, wenmy, Whenever interest, WX123456, Xi_Lian, xiaoHHH, xiaoyango, xiaoyuPPP, Xiefang625, xinxiangshicheng6698, yangfanshangmao, yangkaijie, yehaoJJstore, yeminqing, Yidas, yiwu city haozhuo crafts limited company, Yiwu Xiangpei International Trade Company, yiwushiguikangdianzishangwushangxing, yiwuyinhaidianzishangwuyouxiangongsi, yongyanonline, Zhou Du Stores, ZIWEIXING angel Agel Ecommerce Ltd and ZSDDP (hereinafter collectively referred to as “Defendants” or individually as “Defendant”), ContextLogic (as defined *infra*) and Financial Institutions (as defined *infra*) in light of Defendants’ intentional and willful offerings for sale and/or sales of Counterfeit Products (as defined *infra*) (“Application”).¹ A complete list of Defendants is attached hereto as **Schedule A**, which also includes links to Defendants’ Merchant Storefronts. Having reviewed the Application, the Declarations of Jessica Arnaiz, Ray Adler and Spencer Wolfgang, along with exhibits attached

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Complaint or Application.

thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

FACTUAL FINDINGS & CONCLUSIONS OF LAW

1. Plaintiff is likely to prevail on its Lanham Act claims, copyright claims and related state law claims at trial;

2. As a result of Defendants' infringements, Plaintiff, as well as 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:

- a. Defendants have offered for sale and sold substandard products bearing or using Plaintiff's registered trademarks (*i.e.*, U.S. Trademark Reg. No. 1,005,397 for "UNO" for goods in Class 28 and U.S. Trademark Reg. Nos. 5,125,593 and 2,008,897 for the wordmark "UNO" in Classes 9 and 28 and hereinafter referred to as the "UNO Marks") and/or registered copyrights (*i.e.*, U.S. Copyright Reg. VA 561-564, covering the Original UNO Game Packaging, U.S. Copyright Reg. VA 2-090-581, covering the UNO Game Packaging (1999), U.S. Copyright Reg. VA 2-090-583, covering the UNO Game Packaging (2001) and U.S. Copyright Reg. VA 2-090-587, covering the UNO Game Packaging (2003), and hereinafter referred to as the "UNO Works") and/or containing packaging and/or labels that bear and/or are used in connection with marks and/or artwork that is confusingly or substantially similar to the UNO Marks and/or UNO Works or that are identical or confusingly or substantially similar to Plaintiff's authentic products sold using the UNO Marks and/or UNO Works ("UNO Products") (collectively referred to as, "Counterfeit Product(s)" or "Infringing Product(s)") that overall infringe the UNO Marks and

UNO Works through accounts with the online marketplace platform Wish.com held by Defendants (“User Account(s)”);

- b. Plaintiff has well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in injury to Plaintiff’s reputation and goodwill; and that Plaintiff may suffer loss of sales for its UNO Products; and
- c. Plaintiff has well-founded fears that if it proceeds on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe the UNO Marks and UNO Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Plaintiff’s claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the UNO Marks and UNO Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of Counterfeit Products or other goods infringing the UNO Marks and UNO Works and records relating thereto that are in their possession or under their control and/or (iv) open new User Accounts through which Defendants export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including Counterfeit Products (“Merchant Storefront(s)”) under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence;

3. 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 business, the goodwill and reputation built up in and associated with the UNO Marks and UNO Works and to its reputation if a temporary restraining order is not issued;

4. Public interest favors issuance of the temporary restraining order in order to protect Plaintiff's interests in and to its UNO Marks and UNO Works, and to protect the public from being deceived and defrauded by Defendants' passing off of their substandard Counterfeit Products as UNO Products;

5. Plaintiff has not publicized its request for a temporary restraining order in any way;

6. Service on Defendants via electronic means is reasonably calculated to result in proper notice to Defendants;

7. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the UNO Marks and UNO Works. Therefore, good cause exists for granting Plaintiff's request for an asset restraining order. It typically takes Financial Institutions a minimum of five (5) days after service of the Order (as defined *infra*) to locate, attach and freeze Defendants' Assets (as defined *infra*) and/or Defendants' Financial Accounts (as defined *infra*) and ContextLogic a minimum of five (5) days to freeze Defendants' Merchant Storefronts. As such, the Court allows enough time for Plaintiff to serve the Financial Institutions and ContextLogic with this Order, and for the Financial Institutions and ContextLogic to comply with the Paragraphs I(B)(1) through I(B)(2) and I(C)(1) of this Order, respectively, before requiring service on Defendants;

8. 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' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. 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 Defendants are 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 as referenced in **Paragraph (II)(A)** below:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products;
- 2) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or any money, securities or other property or assets of Defendants (hereinafter collectively referred to as "Defendants' Assets") and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and

- 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, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that ContextLogic, Inc. (“ContextLogic”), PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), and PingPong Global Solutions, Inc. (“PingPong”) (ContextLogic, PayPal, Payoneer and PingPong are collectively referred to as the “Financial Institutions”) are 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 as referenced in **Paragraph (II)(A)** below, 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’s User Accounts or Merchant Storefront(s) (“Defendants’ Financial Accounts”) until further ordered by the Court.

C. IT IS HEREBY ORDERED, as sufficient cause has been shown, that ContextLogic 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 as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) within five (5) days after receipt of service 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.

**II. Order to Show Cause Why A Preliminary Injunction
Should Not Issue And Order Of Notice**

- A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 26B of the United States District Court for the Southern District of New York at 500 Pearl Street, New York, New York on **October 11, 2018 at 4:30 p.m.** or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue.
- B. IT IS FURTHER ORDERED that 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 Epstein Drangel LLP at 60 East 42nd Street, Suite 2520, New York, NY 10165, Attn: Jason M. Drangel on or before October 8, 2018. Plaintiff shall file any Reply papers on or before October 9, 2018.
- C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to FRCP 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

- A. IT IS FURTHER ORDERED pursuant to FRCP 64 and 65 and CPLR 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, the Financial Institutions shall locate and attach Defendants' Financial Accounts and shall provide written confirmation of such attachment to Plaintiff's counsel.

IV. Order Authorizing Alternative Service by Electronic Means

- A. IT IS FURTHER ORDERED pursuant to FRCP 4(f)(3), as sufficient cause has been shown, that service of this Order and the Summons and Complaint may be made on, and shall be deemed effective as to Defendants if it is completed by the following means:
- 1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, and (ii) a link to a secure website (including Dropbox.com, NutStore.com, a large mail link created through RPost.com and via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order to Defendants' e-mail addresses to be determined after having been identified by ContextLogic pursuant to **Paragraph V(C)**.
- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within five (5) days of the Financial Institutions and ContextLogic's compliance with **Paragraphs III(A) and V(C)** of this Order, and in no event later than 10 days from the date of this Order.
- C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons in the name of "1622758984 and all other Defendants identified in the Complaint" that will apply to all Defendants.

V. Order Authorizing Expedited Discovery

- A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:
- 1) Plaintiff may serve interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants who are served with 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 who are served with this Order and the requests for the production of documents shall produce all documents responsive 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 five (5) days of receipt of service of this Order the Financial Institutions shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, including contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts and confirmation of said compliance with this Order.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, ContextLogic shall identify any and all of Defendants' User Accounts and Merchant Storefronts, and provide Plaintiff's counsel with a summary report containing account details for any and all User Accounts and Merchant Storefronts, which shall include, at a minimum, identifying information for Defendants and Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses) and confirmation of said compliance with this Order.

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

- 1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who are served with this Order shall provide Plaintiff's counsel all documents and records in their possession, custody or control relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:
 - a. account numbers;
 - b. current account balances; and
 - c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, names, addresses and contact information.

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

- 1) Within fourteen (14) days of receipt of service of this Order, ContextLogic shall provide to Plaintiff's counsel all documents and records in its possession, custody or control relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
 - a. 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 ContextLogic that were not previously provided pursuant to Paragraph V(C);
 - b. the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided pursuant to Paragraph V(C);

- c. 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 with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the UNO Marks and/or marks that are confusingly similar to, identical to and constitute an infringement of the UNO Marks and/or incorporating the UNO Works and/or artwork that is substantially similar to, identical to and constitutes infringement of the UNO Works.

VI. Security Bond

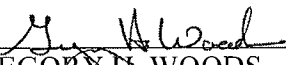
A. IT IS FURTHER ORDERED that Plaintiff shall place security in the amount of twenty-five thousand dollars (\$25,000) with the Court which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

A. IT IS FURTHER ORDERED that Plaintiff's Complaint and exhibits attached thereto, and Plaintiff's *ex parte* Application and the Declarations of Jessica Arnaiz, Ray Adler and Spencer Wolfgang in support thereof and exhibits attached thereto and this Order shall remain sealed until the later of (i) date on which the Financial Institutions and ContextLogic comply with **Paragraphs I(C), III(A) and V(C)** of this Order and (ii) 14 days after the date of this Order.

SO ORDERED.

SIGNED this 28th day of September 2018, at 4:30 p.m.



GREGORY H. WOODS
UNITED STATES DISTRICT JUDGE
Part 1

EXHIBIT C

Jason M. Drangel (JD 7204)
jdrangel@ipcounselors.com
Ashly E. Sands (AS 7715)
asands@ipcounselors.com
Spencer Wolfgang (SW 2389)
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Mary Kate Brennan (MB 5595)
mbrennan@ipcounselors.com
Brienne Scully (BS 3711)
bscully@ipcounselors.com
EPSTEIN DRANGEL LLP
60 East 42nd Street, Suite 2520
New York, NY 10165
Telephone: (212) 292-5390
Facsimile: (212) 292-5391
Attorneys for Plaintiff
Mattel, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MATTEL, INC.

Plaintiff

v.

1622758984, 1922529011, 3237063196,
3ADIANPU, AISAITTE, AJKKXIAO,
ALINA_ZLL, AMAKEUPSTORE, AMAPO,
ANDREA-LOVEKOBÉ, AT THE BEGINNING
OF LANGUAGE, BABY HI, BANGXING,
BEAUTY, OUTDOOR AND ELECTRONIC,
BEBEST, BENGBU TRADE LIMITED BY
SHARE LTD, BEST HOPE, BLUESKY588,
BURNING FIRE, BUYINFUN, C-BEAR,
CECILIASTYLE, CHERRYSTORE6, CHINA
SOUL, COCOMENGXIANGJIA, DE YANG,
DIDIAO, DREAMTOP, ELYSIAN FIELDS,
FANCYBABY JEWELRY, FANTASTIC5,
FASHION MEMORIES, FASHIONGOGOGO,
FASHIONISTAS, FATE STAY NIGHT,
FATIONSHOP, FENGJIANYU45033,
FESENZ, FFBFDNDFNDRF, FIRMTOWN94,
PFP, GEORGE ELLIOT, GN SERVICE
CO.LTD., GODEAL2017, GRACEQQ,

18-cv-8821 (AJN)

GUANGZHOUFENGSEWANGJUYINGHUA
MAOYIYOUXIANGONGSI,
GUOJUN1991@163.COM,
HANGZHOUJINGPINBAOBAO,
HAPPYDREAM2016, HEADACHES, HELLO
BODY, HOME GOODS, HONG KONG QI
SHENG, HONGXIN TRADING COMPANY,
HYLL2016, IFOUND, JACKON, JOHNY
PAPI, JTD, JTWAREHOUSE, JUSTICE, KÉ,
KISS YOUR LIFE, LINDAF JEWELRY,
LINJUBUY, LINZHIHEN, LIPENG TRADING
CO., LIMITED, LITTLLOVE, LONELY
PLANET, LUCK2017, LUCKY DOG8,
LUCKY-1, LUSYS, LY2016,
MATCHBESTCT, MEIRENYUHA,
MICROHAPPYWISE, MRROBINSON,
MW1023214, MY TREASURE, NANJING MH
COMPANY, NEWBEAR, NEWIN, NIUQI
DIGITAL FRANCHISE, ORIENT
INTERNATIONAL TRADING CO., LTD.,
PEACH PARTY, PEGGY, PERFECT
ELECTRONIC TECHNOLOGY CO., LTD,
QINGDAOTIANCHANGZHENGQUANSHIY
EYOUXIANGONGSI,
QIPILANGZHENPISHOUBAO,
RFHBTGNDERFGBESDR, SAML, SAMLIR,
SANDI MARKET, SHANGHAI YEE TONG
TRADING CO., LTD.,
SHANGHAIBINJIAWANGLUOGONGCHEN
GYOUXIANGONGSI,
SHANGHAIYEJIAJINCHUKOUYOUXIANG
ONGSI, SHENZHEN NATURE MAKER,
SHENZHEN SAFE TECHNOLOGY CO., LTD,
SHENZHENSHIXINGJIEXUNDIANZIYOUXI
ANGONGSI, SMALL HOUSEHOLD
APPLIANCES CONCENTRATION CAMP,
SSSD, SUNSHINE DAY, TAMIIX,
TAOLIHUA, TAOZI123, THBDFDHG, THE
COSMETICS, TOP FASHION CLUB,
TOP_MVP, TOPFASHIONTOWN, TOXIC
PERFUME, TUKIISS, UNIQUE CREATE,
VSHINE, WAGPUAL TACTICAL AIRSOFT
WHOLESALE HOME, WANG'S, WANGPAI,
WLOUDS, WEIWEIT, WEIWO999,
WENMY, WHENEVER INTEREST,
WX123456, XI_LIAN, XIAOHHH,
XIAOYANGO, XIAOYUPPP, XIEFANG625,

XINXIANGSHICHENG6698,
YANGFANSHANGMAO, YANGKAIJIE,
YEHAOJSTORE, YEMINQING, YIDAS,
YIWU CITY HAOZHUO CRAFTS LIMITED
COMPANY, YIWU XIANGPEI
INTERNATIONAL TRADE COMPANY,
YIWUSHIGUIKANGDIANZISHANGWUSHA
NGXING,
YIWUYINHAIIDIANZISHANGWUYOUXIAN
GONGSI, YONGYANONLINE, ZHOU DU
STORES, ZIWEIXING ANGEL AGEL
ECOMMERCE LTD and ZSDDP,

Defendants

CERTIFICATE OF SERVICE

I, Brienne Scully, hereby certify as follows:

1. I am over eighteen (18) years of age and not a party to this action. I have never been convicted of a felony or any criminal offense involving moral turpitude, and I am fully competent to attest to the matters stated herein. I have personal knowledge of every statement made in this Certificate of Service and such statements are true and correct.
2. I am an associate attorney with the law firm Epstein Drangel LLP, a limited liability partnership located at 60 East 42nd Street, Suite 2520, New York, New York 10165. I am duly admitted to practice before the Courts of the State of New York and the United States District Court for the Southern District of New York.
3. I am an attorney for Plaintiff Mattel, Inc. (“Mattel” or “Plaintiff”) in the above-captioned case.
4. On September 26, 2018, Plaintiff filed this action and moved *ex parte* against Defendants 1622758984, 1922529011, 3237063196, 3Adianpu, Aisaite, ajKKxiao, Alina_zll, Amakeupstore, AMAPO, Andrea-LoveKobe, At the beginning of language, baby hi, bangxing, Beauty, outdoor and electronic, Bebest, Bengbu trade Limited by Share Ltd, Best Hope, bluesky588, Burning Fire, BuyInFun, c-bear, ceciliastyle, cherrystore6, China Soul, CoComengxiangjia, De yang, Dldiao, DreamTop, Elysian Fields, Fancybaby Jewelry, Fantastic5, Fashion memories, FashionGOGOGO, Fashionistas, Fate Stay Night, Fationshop, fengjianyu45033, fesenz, ffbfdndfndrf, Firmtown94, FPDF, George Elliot, GN Service Co.Ltd., Godeal2017, Graceqq, guangzhoufengsewangjuyinghuamaoyiyouxiangongsi, guojun1991@163.com, hangzhoujingpinbaobao, happydream2016, headaches, hello body, Home Goods, Hong kong Qi Sheng, Hongxin Trading Company, hyll2016, ifound, jjackon, Johny Papi, JTD,

JTWarehouse, Justice, Ké, Kiss Your Life, LinDaF Jewelry, linjubuy, linzhihen, LiPeng Trading Co., Limited, Littlelove, Lonely Planet, luck2017, Lucky dog8, LUCKY-1, lusys, LY2016, MatchBestCT, meirenyuha, microhappywise, MRRobinson, mw1023214, My Treasure, nanjing MH company, newbear, Newin, Niuqi digital franchise, Orient International Trading Co., Ltd., Peach Party, peggy, Perfect electronic technology co., LTD, qingdaotianchangzhengquanshiyeyouxiangongsi, qipilangzhenpishoubao, rfhbtgnderfgbesdr, saml, samlir, Sandi Market, Shanghai Yee Tong Trading Co., Ltd., shanghaibinjiawangluogongchengyouxiangongsi, shanghaiyejjajinchukouyouxiangongsi, shenzhen nature maker, Shenzhen safe technology co., LTD, shenzhenshixingjiexundianziyouxiangongsi, Small household appliances concentration camp, sssdd, Sunshine Day, tamiix, taolihua, taozi123, thbdfhfg, The cosmetics, top fashion club, TOP_MVP, TopFashionTown, toxic perfume, tukiiss, UNIQUE CREATE, Vshine, waggual tactical airsoft wholesale home, Wang`s, wangpai, Wclouds, WEIWEIT, weiwo999, wenmy, Whenever interest, WX123456, Xi_Lian, xiaoHHH, xiaoyango, xiaoyuPPP, Xiefang625, xinxiangshicheng6698, yangfanshangmao, yangkaijie, yehaoJJstore, yeminqing, Yidas, yiwu city haozhuo crafts limited company, Yiwu Xiangpei International Trade Company, yiwushiguikangdianzishangwushangxing, yiwuyinhaidianzishangwuyouxiangongsi, yongyanonline, Zhou Du Stores, ZIWEIXING angel Agel Ecommerce Ltd and ZSDDP (hereinafter collectively referred to as “Defendants” or individually as “Defendant”) for: 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; 4) an order authorizing alternative service and 5) an order authorizing expedited discovery (the “Application”).

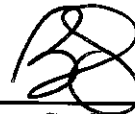
5. On September 26, 2018, the Court issued a Summons in the name of “1622758984 and all other Defendants identified in the Complaint” that applies to all Defendants (“Summons”).
6. On September 28, 2018, the Court entered an Order granting Plaintiff’s Application (the “TRO”).
7. In the TRO, the Court granted Plaintiff’s request for an order authorizing alternative service by delivery of: (i) PDF copies of the TRO together with the Summons and Complaint, and (ii) a link to a secure website (including Dropbox.com, NutStore.com, a large mail link created through RPost.com and via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of the TRO together with the Summons and Complaint, and all papers filed in support of Plaintiff’s Application seeking the TRO to Defendants’ e-mail addresses, to be determined after having been identified by ContextLogic pursuant to Paragraph V(C) of the TRO.
8. On October 5, 2018, Plaintiff served all Defendants with the Summons, Complaint and TRO consistent with the manner granted in the TRO.
9. On October 5, 2018, the Court entered an Order transferring this Action to Judge Alison J. Nathan and moving the Order to Show Cause Hearing for why a Preliminary Injunction scheduled for October 11, 2018 at 4:30 p.m. to Courtroom 906 of the United States District Court for the Southern District of New York, Thurgood Marshall U.S. Courthouse, at 40 Foley Square, New York, New York (“October 5, 2018 Order”).
10. In the October 5, 2018 Order, the Court ordered Plaintiff to serve the October 5, 2018 Order on Defendants by no later than October 6, 2018.

11. In accordance with the October 5, 2018 Order, on October 5, 2018, Plaintiff served all Defendants with the October 5, 2018 Order consistent with the manner granted in the TRO.

I declare under the penalty of perjury under the laws of the United States of America that to the best of my knowledge the foregoing is true and correct.

Dated: October 5, 2018
New York, New York

By:



Brianne Scully (BS 3711)
bscully@ipcounselors.com
EPSTEIN DRANGEL LLP
60 East 42nd Street, Suite 2520
New York, NY 10165
Telephone: (212) 292-5390
Facsimile: (212) 292-5391
Attorneys for Plaintiff
Mattel, Inc.

EXHIBIT D

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 5/1/19

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
Mattel, Inc.

Plaintiff(s),

- against -

1622758984, et al.

Defendant(s),
-----X

18 Civ. 8821 (AJN)

CLERK'S CERTIFICATE
OF DEFAULT

I, RUBY J. KRAJICK, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action was commenced on 09/26/2018 with the filing of a summons and complaint, a copy of the summons and complaint was served on defendant(s) see Attachment A

by personally serving Defaulting Defendants by email pursuant to the Court's 9/28/18 Order on 10/5/18, and proof of service was therefore filed on 10/11/2018, Doc. #(s) 25.

I further certify that the docket entries indicate that the defendant(s) has not filed an answer or otherwise moved with respect to the complaint herein. The default of the defendant(s) is/are hereby noted.

Dated: New York, New York

May 1, 2019

RUBY J. KRAJICK
Clerk of Court

By: [Signature]
Deputy Clerk

Attachment A

1622758984,1922529011, 3237063196, 3A dianpu, Aisaite, ajKKxiao, Alina_zll, Amakeupstore, Andrea-LoveKobe, baby hi, bangxing, Beauty, outdoor and electronic, Bebest, Bengbu trade Limited by Share Ltd, Burning Fire, c-bear, ceciliastyle, China Soul, CoComengxiangjia, De yang, Elysian Fields, Fancybaby Jewelry, Fantastic5, Fashion memories, FashionGOGOGO, Fashionistas, Fate Stay Night, Fationshop, fengjianyu45033, fesenz, ffbfdndfndrf, Firmtown94, FPF, George Elliot, GN Service Co.Ltd., Godeal2017, Graceqq, guangzhoufengsewangjuyinghuamaoyiyouxiangongsi, guojun1991@163.com, hangzhoujingpinbaobao, headaches, hello body, Hong kong Qi Sheng, Hongxin Trading Company, hyll2016, ifound, jjackon, Johny Papi, JTD, Ké, Kiss Your Life, linjubuy, LiPeng Trading Co., Limited, Littlove, luck2017, Lucky dog8, LUCKY-1, lusys, LY2016, meirenyuha, microhappywise, mw1023214, nanjing MH company, newbear, Newin, Niuqi digital franchise, Orient International Trading Co., Ltd., Peach Party, qingdaotianchangzhengquanshiyeyouxiangongsi, qipilangzhenpishoubao, rfhtgnderfgbesdr, saml, samlir, Sandi Market, Shanghai Yee Tong Trading Co., Ltd., shenzhen nature maker, Shenzhen safe technology co., LTD, Small household appliances concentration camp, sssdd, Sunshine Day, taolihua, taozi123, The cosmetics, top fashion club, TOP_MVP, TopFashionTown, toxic perfume, tukiiss, UNIQUE CREATE, Vshine, wagpual tactical airsoft wholesale home, wangpai, Wclouds, WEIWEIT, weiwo999, wenmy, Whenever interest, WX123456, xiaoHHH, xiaoyuPPP, Xiefang625, xinxiangshicheng6698, yangkaijie, yehaoJJstore, yeminqing, yiwu city haozhuo crafts limited company, yiwuyinhaidianzishangwuyouxiangongsi, Zhou Du Stores, ZIWEIXING angel Agel Ecommerce Ltd and ZSDDP

EXHIBIT E

Mattel, Inc. v. 1622758984, et al. (UNO) Supplemental Merchant Sales and Contact Information, Produced 10/11/2018 HIGHLY CONFIDENTIAL DATA PRODUCED PURSUANT TO COURT ORDER ONLY FOR USE IN THE PENDING LITIGATION										
Defendant Number	Store Name	Allegedly Infringing Product Id	Merchant Id	Merchant Real Person Name	Email Address	Physical Address	Product Lifetime Units Sold	Product Lifetime GMV	Merchant Account Balance	Merchant Pending Balance
1	1622758984	5705031527992f3ff85b9b19	56d6b3ec1e15ff2ed86fc7e4							
2	1922529011	59b2419acec91f0a79e9297f	58e4981dbce3ed33b1a22a78							
2	1922529011	59bfb72ea499170f5ac24312	58e4981dbce3ed33b1a22a78							
3	3237063196	57b3f6c944ca7407dc1da4d	56e278a7b719fe16a98619f3				12			
4	3Adianpu	59576b6a22cf5e3c0d17b44a	576e5df22aba756bd41272df							
5	Aisaita	56f635de37c4472a43bedfe9	56b021938bc8ab0ef4f085e9							
6	ajKKxiao	59575526a866c025592e7677	5770fae286f65b73e410fe96							
7	Alina_zll	58c03419a7959f534ce84eb6	587d939a6fa68c4cb4a863b3							
7	Alina_zll	59562191ca29e6047bf74587	587d939a6fa68c4cb4a863b3							
8	Amakeupstore	579cb26e654cf47dfc4821c7	5796088ed057a32ac30f975f						3	
8	Amakeupstore	57c936f51aabce603f06301d	5796088ed057a32ac30f975f							
9	AMAPO	58d93a6d68c6f25628e7bb7f	58974b5d39fdcd5000ff36e7						292	
10	Andrea-LoveKobe	597c9d9d06c5fa0971e2cb1e	571afe096c39b141b2ad3cd5							
10	Andrea-LoveKobe	597c9f75490464666d5324ea	571afe096c39b141b2ad3cd5							
11	At the beginning of language	58d69b67f6e10e555e147488	589b24ebbe0fe74ff787bf8						1	
12	baby hi	57052297378c645cfb96efc5	56fa787c5cbb5a066be365e4						6	
13	bangxing	586a0432c82f9562ad668182	58566e7c9b1fd04d4892b7bc						4	
14	Beauty, outdoor and electronic	5665b74838b3e55cc577c5d7	56448b5d0c526d166feb61ft						597	
14	Beauty, outdoor and electronic	57aaa02583fcd01ed956deb1	56448b5d0c526d166feb61ft						3	
14	Beauty, outdoor and electronic	57d00c85e385e9227cc77c02	56448b5d0c526d166feb61ft							
15	Bebest	5928ecadf837ed614adfe298	546376b990c7760705fa2cf3							
16	Bengbu trade Limited by Share Ltd	59999c4191c5c91a7520a92d	56eff40a1777d433647bcd							
17	Best Hope	57b5592c3f46a55f33a79eaa	53d5b60c46188e7d8c728c5a							
18	bluesky588	5869c3396122015040282f8e	57295a3020f6f359284f248e							
20	BuyInFun	5752965b57a8a062430a5163	56f2453ba46e745880ee5e0f							
21	c-bear	58140dbd367cc2211652333e	56c087878bd26e114348d7e8						1	
21	c-bear	581414982e9514215796de5a	56c087878bd26e114348d7e8							
21	c-bear	58141dc282152e369e599681	56c087878bd26e114348d7e8						42	
22	ceciliastyle	56ef652e1796d175198d186b	56c8151f2eaac013729cfbfe							
23	cherrystore6	57ff2cc51466534827823b2e	572b171038a54f594db0bdct							
23	cherrystore6	593106cff4bb9b77ad89e90c	572b171038a54f594db0bdct							
24	China Soul	564ee2cb5b163306826f7c82	55f5774c5cf197425a4113d9							
24	China Soul	564ee483eb41b15ecd0a765	55f5774c5cf197425a4113d9							
24	China Soul	56d77fe4de35bf2b5f80eccc	55f5774c5cf197425a4113d9						5	
25	CoCo梦想家	58140dbede6ced2115e8d6d8	56c3d202876f301390a44598							
25	CoCo梦想家	5814149991ec51211b21635a	56c3d202876f301390a44598						5,748	
25	CoCo梦想家	58141dc482152e36b85997bb	56c3d202876f301390a44598						17	
26	De yang	58c2639c301ffa5287e88158	584d140881089121e28b9a35							
26	De yang	58c2639d2a53b65282c697d2	584d140881089121e28b9a35						1	
27	Dldiao	57d961ac64b4be144d92f721	57a84d39be95ed721f563ced							
27	Dldiao	5931071301d69641768a79a0	57a84d39be95ed721f563ced							
28	DreamTop	582c280d4a3bc61ea9a91d3c	5580fbc045bbbe1a01811d73							
28	DreamTop	597c49d531399d716ca743ad	5580fbc045bbbe1a01811d73						6	
29	Elysian Fields	5939555e31d34441f9c88ac4	58fc99c947ed34118d7d2b4f							
30	Fancybaby Jewelry	58131a033320530b3a31bd64	57980dca09815726c5f0111c						2	
31	Fantastic5	591e466be357fa3d4e6af3b8	57a89d9783326770a6802412							
32	Fashion memories	56d407f46562371a196dcf33	54d5919fd55e5d251157083e						1	
32	Fashion memories	56e8f4d3c165255e24352e94	54d5919fd55e5d251157083e						5	
33	FashionGOGOGO	57526f0357a8a0625b0a0e94	53f026de9020ee3bbc4ce274							
33	FashionGOGOGO	5817028644726a1995941b0a	53f026de9020ee3bbc4ce274						3,102	
34	Fashionistas	566d3c5e86d12650331a754d	56552ed839622914983a3f38						4	
35	Fate Stay Night	57d91c528b93bb5b361d59ae	577a234517c3e274705a4647						200	
35	Fate Stay Night	587df19d3085f94f201b41c6	577a234517c3e274705a4647							
36	Fationshop	596ae06c2360534f7bd5bed7	5954ae7e88709f726703de8d						65	
37	fengjianyu45033	57bf9d4a6504da1f4fb76d35	5785bebe7c5d5905459dfbf2							
38	fesenz	57a9f93a9646512e8a067afa	54c7a0695f77c622ef701ac2							
39	ffbdfndfndf	59d2f6e7ff7c730b797f928c	58db2d89fe9cae6d18fe5296							
40	Firmtown94	585ba3ba764f4835873659be	57e0ee35c8f95271c467a086							
41	FPPP	56e521f1e43cc75817313534	56d7fe7ed30d441685edc629						2	
42	George Elliot	581c09643ea33a41d3229038	5794d478141f7e2c91a6bd94							
43	GN Service Co.Ltd.	581b43f63f28432167af714c	54ca4e281639874becaf6dc9						263	
43	GN Service Co.Ltd.	585699af6e2c63504e41e476	54ca4e281639874becaf6dc9						1	
43	GN Service Co.Ltd.	5867d1e2c82f95628164e4bc	54ca4e281639874becaf6dc9						1	
44	Godeal2017	582aedccdaa37735d84fdec	58202b8be2712d46efb3cf9c							

Defendant Number	Store Name	Allegedly Infringing Product Id	Merchant Id	Merchant Real Person Name	Email Address	Physical Address	Product Lifetime Units Sold	Product Lifetime GMV	Merchant Account Balance	Merchant Pending Balance
45	Graceqq	577cd3f65eb3ea79eef0f927	56e1768a9d822616abd1bf50							
45	Graceqq	58f8c4b9d1942a1a61744a40	56e1768a9d822616abd1bf50							
46	广州峰色网聚影画贸易有限公司	593249d208f4594ad4d267be	5644ca139ba12b14c162b4ab							
46	广州峰色网聚影画贸易有限公司	59324b71af09db6feb66829c	5644ca139ba12b14c162b4ab							
47	guojun1991@163.com	597b5cebdc35dc6e8a1d434	5963801fd4cc3433938c1450							
48	hangzhoujingpinbaobao	5726cca405c2345d4c2af779	557401f7b9ef5f2f3434039					1		
49	happydream2016	58b38dd84df145f1070b63c	571b0362799e74591036924f					1		
50	headaches	5950f51693ef3b543822ef6d	58f5d2a42bb36072ca5bc588					3		
51	hello body	56f91be5f6f1b35c8f8a1b99	56c460372fab506dc4fd3e95							
52	Home Goods	5812a985bf8432210636db8e	54125ab34ad3ab158c0f72d9						1	
53	Hong kong Qi Sheng	5520c8ea4256f44cacddc3d2	539a8806bb72c5564cc6a73c							
53	Hong kong Qi Sheng	570b9f69dfb62d5ceef7b217	539a8806bb72c5564cc6a73c							
54	Hongxin Trading Company	57b52b9220f28f03d3159b7f	569f4a82d5f0840dd9331957							
54	Hongxin Trading Company	57eb5ae7565e5f3875e2cda1	569f4a82d5f0840dd9331957							
55	hyl12016	57d6ba65d1282013a5a2cdd4	576be2c76d5a566a3ed7b16							
56	ifound	591e908a0005e45f32a26f4e	565db68e3a698c06a3072f93							
57	jjackon	583866659798901de127c01	58299932ea7701b6e6c9e1f					1		
58	Johny Papi	579f66c7108e1226bf5bad2e	577e517601a90f74851c8975							
59	JTD	595326629ddc397001c2e61c	5561eea7e4e89f0e960c3258							
59	JTD	5979bea14904643411b23cd7	5561eea7e4e89f0e960c3258							
59	JTD	5ad85c77414de23a7a36deba	5561eea7e4e89f0e960c3258							
60	JTWarehouse	583f73575d38e3047acc5439	53a9012fff4d6d61857b55bc							
61	justice	58dcc9e808b23754cce3da19	5652a697c47fa1126eb630d9							
62	ke	5822f12f1bf30d42ced3ac7a	5620ccb931ea91977eabaf9							
63	Kiss Your Life	582412a416d52e35d9a87d0	5743ecd20b2da45961041ae7							
64	LinDaF Jewelry	5964ceba67b43d168320ddb6	58e215df4bf8aa53676649cb						7	
65	linjubuy	591b0bd90116680d4acfa7b6	58c92e2e7b385150eb0f942e							
66	linzhihen	58d3fd7fa2bee59e9db6435	582fe0a75c96741cac36956c							
67	LiPeng Trading Co., Limited	55368fe700bfac21e2c4eca3	5502eba265401d17f239189						555	
68	Littlove	599e8d28fc1d3776a53991d1	5875991ea35cef0874311463							
69	Lonely Planet	56a0868803e1f2121d632249	567a13171578df26a7c7af44						1	
70	luck2017	58395b42c24c718ea65d14	5836db02416b391b695e427b							
71	Lucky dog8	591e4e7882bd4c187bca5f1e	58a006119597985cabe598c5							
72	LUCKY-1	596b25de2360534fa0d5fbc6	58c512169148fb2c7819ee2e							
73	lusys	583e7cd7633c571e77b4ee4b	55adc38c97316f4067f8eb5d							
74	LY2016	579824d1313c880b102d170b	56975d0a3a698c76f51e6b14						22	
74	LY2016	57c90ef93318cb6bfec1c4db	56975d0a3a698c76f51e6b14							
75	MatchBestCT	595761a8796a53102bae850b	58b413437904b0506a249c3d							
76	meirenyuha	59cf3a9cf581d130952c0192	5950d1cf9579d80c63d34483							
77	microhappywise	582d185d1fd65b0a9b8e8223	5799d16269a76c3e93d395a1							
78	MRRobinson	57eb82fab97d390e0eeb3261	577a27a24ddfaf747fe0e4f							
79	mw1023214	591e935765d3581d32cc014c	5881e15724a1fd59002144fb							
81	nanjing MH company	5780a13d2b3bd87888af43ad	55816ba17c73ab21adc7dea9						1	
82	newbear	591e51afb9cbd628058aa64b	57a88b0357ceca70f5d9f4b0							
83	Newin	5551b14dad897e0c26936552	53894a6fb9ee847edd181f6e							
84	Niuqi digital franchise	5992c0763e67016979d6ad75	57bec8ab8cad1538be8c9b9f							
85	Orient International Trading Co., Ltd.	59999c3fcec91f14be12a8ac	568781f5dbcd8b26a1538937							
86	Peach Party	583984ebb57eeb1de05334e0	5718d4d17f01ca5917065b4a							
87	peggy	58841e65be57c935a0752cf5	57232abd8c67021d8c759001							
87	peggy	5971d9384a9a567ef1936639	57232abd8c67021d8c759001							
87	peggy	5971d938c21ce27f9ee94232	57232abd8c67021d8c759001							
88	Perfect electronic technology co., LTD	584d5cf7671cb94afcc8cbe7	5613a7cd11efe90d70a4c402							
88	Perfect electronic technology co., LTD	584d5d00f69a5c4bea949890	5613a7cd11efe90d70a4c402							
89	青岛天昌正全实业有限公司	56eb9d4f641c663292053d32	56e3d002d9109366faaab15f						10	
89	青岛天昌正全实业有限公司	56ee20a9d128430a38e0425e	56e3d002d9109366faaab15f							
90	七匹狼真皮手包	57bd146120f28f4d93773fa0	57b828dd71206621d3e50515							
90	七匹狼真皮手包	57e27b6b4daad935bdc80cf8	57b828dd71206621d3e50515						18	
90	七匹狼真皮手包	57fa425d053475211ddea9d2	57b828dd71206621d3e50515							
90	七匹狼真皮手包	58344ffdd41368d1c431ce	57b828dd71206621d3e50515							
91	rnhbtxnderfgesdr	59c23d314671c13ef889433e	58d735a4d685dc5366dc9e45							
92	saml	5a09a8d0f0efc62ce182f1d6	59b917cd21064f3aa53876e8							
93	samlir	5838689f5239d31fa9e0106e	5825de3934afa70767195212							
94	Sandi Market	5843e6cca324c84bf183b818	55dbe0a9d194e877305dd4e1						1	
94	Sandi Market	5844105021f9a14ee133e5c5	55dbe0a9d194e877305dd4e1						5	
94	Sandi Market	58457ddb38e0fa5f84964d02	55dbe0a9d194e877305dd4e1							
95	Shanghai Yee Tong Trading Co., Ltd.	593920e94da59c0525edeed4	5363ad9f5aefb05297e2f109							

Defendant Number	Store Name	Allegedly Infringing Product Id	Merchant Id	Merchant Real Person Name	Email Address	Physical Address	Product Lifetime Units Sold	Product Lifetime GMV	Merchant Account Balance	Merchant Pending Balance
96	上海斌加网络工程有限公司	57b5592d214a3d5ef52eb8ee	555fce422e5ceb18f3538b97					4		
97	上海业嘉进出口有限公司	57b5592ed4b4ba5ee54f70b1	54c3370e429a6a1708738bd0							
98	shenzhen nature maker	557ed9a71caacd1a118c30a1	5479d1131280fa350c88b1fe					228		
98	shenzhen nature maker	557eda96d30c571a189af62e	5479d1131280fa350c88b1fe					1		
99	Shenzhen safe technology co., LTD	58f523981ab17e471f1a3618	55bb43f8a08b324dbb374a4c					5		
100	深圳市兴捷迅电子有限公司	58ae3e71d5c22669601ff3c8	563c17e4fc2b6407bb0fe951					1		
101	Small household appliances concentration camp	57da894d72c7e90e70f6202d	57c02e325f26cc23fe7b3921							
102	ssddd	59887e724c5666723322027c	598196048ee78d2b9daf6b9e					354		
102	ssddd	598913a8b4a70e70dd96cea3	598196048ee78d2b9daf6b9e							
102	ssddd	599303073094d93b8bea0828	598196048ee78d2b9daf6b9e							
102	ssddd	5a04dfc0e2bbe496c38b72f	598196048ee78d2b9daf6b9e							
103	Sunshine Day	56e6900661d6cfd5d9ad6039b	55b646630d6fd840def43b5e							
104	tamiix	58d551d0f2bfdc5e49de4822	58319d893e1a6d1b68f0aa05							
105	taolihua	58385496764f48633aca6082	5736c041da3f8a5922c13112					1		
106	taozi123	59ce58267526fb71c73b021a	594b3dcbc22e734d613f174a					3		
107	thbfdfhg	594b90fd446e6a5462a9f315	58d3963b9ba0fd55f1974582							
108	The cosmetics	593923d0d6adf1a944f13cc	57660a31917766bca991696							
109	top fashion club	591e8e000649ab64c23c1f22	568a7e16c140762695945437							
109	top fashion club	597c2ce13efdeb11402b73b4	568a7e16c140762695945437							
110	TOP_MVP	5822d7fce52e20d0b17374650	56e1364c8811b718b6959dfd							
111	TopFashionTown	591e52dc09687127f5c00adf	57af30183a698c3ea4589876							
111	TopFashionTown	59841ed0cb777703956a248	57af30183a698c3ea4589876							
112	toxic perfume	5939230931d3442a3ac8829f	5770e76e62108b73e804ba51							
113	tukiiss	591e96260968712804c04575	57a888def048ef6b2a377bd3							
114	UNIQUE CREATE	58329605f327591b7ab71237	580ee8cddb22720648797eb9					1		
114	UNIQUE CREATE	5834034bd709e91c788aa91e	580ee8cddb22720648797eb9							
115	Vshine	55799a6ebde4582fb67f061a	547693068edcfa321470490d					6		
116	wagpual tactical airsoft wholesale home	578890fef5a71f15e0bf3779	546aabb490c77620e4e71e38							
116	wagpual tactical airsoft wholesale home	578c5834013f1b51e8591db3	546aabb490c77620e4e71e38					2		
116	wagpual tactical airsoft wholesale home	578c620991a71b588ac0b21b	546aabb490c77620e4e71e38							
117	Wang's	593fc28678400854e15b2861	53fe82c59020ee3f53cc6d08					67		
118	wangpai	57cd7f6d2216472018390eb3	5617d9086f1646722d7999c7					6		
119	Wclouds	598329eb30440a6244cc946a	595de7dae209f7194ef52476					1		
120	WEIWEIT	59ca240779287f50be81e625	599a9414238270290ffe6cfe					4		
121	weiwo999	58a7bdaf35d131532129f3d7	5841952a8108912f57de371t					2		
122	wenmy	598887749ab4bc63511a9185	584cbfd8c2d1be4cb280833f							
123	Whenever interest	581ef8c6a311521e00744388	5718283dc301dc590e982851					1		
124	WX123456	595faf725ab8066863a93302	59549be7d4cc340e202d10de							
124	WX123456	595faf7273208c3db73cd642	59549be7d4cc340e202d10de							
124	WX123456	595faf7290840403e82253d6	59549be7d4cc340e202d10de							
124	WX123456	595faf72edc51e29b368139d	59549be7d4cc340e202d10de							
124	WX123456	595faf72f6514105476b6604	59549be7d4cc340e202d10de							
124	WX123456	595faf7313a35c681318f8e0	59549be7d4cc340e202d10de					129		
124	WX123456	595faf74e22ed10e6f05105e	59549be7d4cc340e202d10de							
124	WX123456	595faf750e28ad2fe779074c	59549be7d4cc340e202d10de							
124	WX123456	595faf7577ff7b14655a7687	59549be7d4cc340e202d10de							
124	WX123456	595faf768d52206724330187	59549be7d4cc340e202d10de							
124	WX123456	595faf7abbc79305d89e70a	59549be7d4cc340e202d10de					4		
124	WX123456	59641bd404b3d57ffc2e99c9	59549be7d4cc340e202d10de					15		
124	WX123456	59641bd4137e43212926b8e1	59549be7d4cc340e202d10de							
124	WX123456	59641bd4723b303150163ce8	59549be7d4cc340e202d10de							
124	WX123456	59641bd4723b3031d4163d4c	59549be7d4cc340e202d10de							
124	WX123456	59641bd47e16b91b36b92278	59549be7d4cc340e202d10de							
124	WX123456	59641bd4ab84a81c2f12b9fd	59549be7d4cc340e202d10de							
124	WX123456	59641bd4c2d05d1ba4a8b91e	59549be7d4cc340e202d10de							
124	WX123456	59641bd4de4dd13f337d3d98	59549be7d4cc340e202d10de							
124	WX123456	59641bd4e1f0836f61729667	59549be7d4cc340e202d10de							
124	WX123456	59641bd4e519e81be0084f8f	59549be7d4cc340e202d10de							
124	WX123456	59641bd575d8ab5a2baa4705	59549be7d4cc340e202d10de					12		
124	WX123456	596c13c115994270aa06cf89	59549be7d4cc340e202d10de							
124	WX123456	5970092deb2e32706ee3a781	59549be7d4cc340e202d10de							
124	WX123456	5972e845c3eab562a5af963e	59549be7d4cc340e202d10de							
124	WX123456	5972e8469d964967c8496f8a	59549be7d4cc340e202d10de							
124	WX123456	5972e846c3eab5625af96eb	59549be7d4cc340e202d10de							
124	WX123456	5972e846ed011a76934c84fc3	59549be7d4cc340e202d10de							
124	WX123456	5972e846ed587c13d068942e	59549be7d4cc340e202d10de							

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124	WX123456	5972e846ef2aae66207f9e9a	59549be7d4cc340e202d10de							
124	WX123456	5972e847796fa377e3e1c0a7	59549be7d4cc340e202d10de							
124	WX123456	5972e849b7d6eb3042a814b0	59549be7d4cc340e202d10de							
124	WX123456	5972e84a6dbf756b0730031c	59549be7d4cc340e202d10de							
124	WX123456	5972e84b6dbf756b32300174	59549be7d4cc340e202d10de							
124	WX123456	5972e84d0e28ad03b19fabd0	59549be7d4cc340e202d10de							
124	WX123456	59930304f1eb5351b4b69f85	59549be7d4cc340e202d10de							
124	WX123456	5a04dfcc0f0fc60b00246128	59549be7d4cc340e202d10de							
125	Xi Lian	582bbfdb7362ec1dc5cb53ea	5672711da5ca0c26a50098f3							
126	xiaoHHH	595757425f4b1370049302be	576e56dc1917766bfb9918b4							
127	xiaoyango	594107a09009d75301fa199c	593901c020d56c16fcd5e12c							
127	xiaoyango	59a38f650dbda810fe69afe0	593901c020d56c16fcd5e12c							
128	xiaoyuPPP	595721d2a0fca472f14f95ea	5770eca394fc5029b92c3933							
129	Xiefang625	59b7e8e951512378f8d615b3	59b288e40415f80e7ff2c238							
130	xinxiangshicheng6698	5837d1f6a324c8748a173980	5825d9b0e7673844e3fbd5							
131	扬帆商贸	573160813824fb6e0208e823	54a29aa524db575e7838ba79							
132	yangkaijie	5985239559b9da71bd7e16ae	5948d049fc0f245d34180e03							
133	yehaoJstore	59e80d4786ac5b272e95cca6	599143efbf255350fd4882fd							
134	yeminqing	584e1e28373b804ee5ebce00	56e11fb03a698c7866924903							
135	Yidas	59310746609fe20a79e99fd6	58ef655e20f9dc13f28d1561							
136	yiwu city haozhuo crafts limited company	59acc7964505db331e695a7c	58ef50f9a0fff13ec801a7e							
137	Yiwu Xiangpei International Trade Company	569781ceee66d20daba1be46	551506968e8def3698cfd712							
138	义乌市贵康电子商务商行	5697812ef662410d7a7faf9b	561b556b3a698c46ec2b56e5							
138	义乌市贵康电子商务商行	56978131bbad550d677ada45	561b556b3a698c46ec2b56e5							
138	义乌市贵康电子商务商行	58461438ccacc24ef25994f4	561b556b3a698c46ec2b56e5							
139	义乌银海电子商务有限公司	57b31321ee12364a24dd11c3	556445f2548f7b0ebd5ed7e7							
140	yongyanonline	5943a33c2c88667518f8a11e	593a451587117935bafca2a7							
140	yongyanonline	59a38f6a6a27304ba8ee7f11	593a451587117935bafca2a7							
141	Zhou Du Stores	59ca5d276fdc51608b485e53	571b1fbf799e74591036970f							
142	ZIWEIXING angel Agel Ecommerce Ltd	5613f6e76be1d905322edb43	5576d698de4a8c24953af12e							
143	ZSDDP	59d238b924d07369476a1a9	5926c1ec980a34290e621b7d							

EXHIBIT F

NO.	DEFAULTING DEFENDANT	DEFAULTING DEFENDANTS' WRONGFUL USE OF PLAINTIFF'S UNO MARKS IN THE UNDISPUTED EVIDENCE	NUMBER OF SALES OF COUNTERFEIT PRODUCTS AS IDENTIFIED IN CONTEXTLOGIC'S DISCOVERY RESPONSE	STATUTORY DAMAGES REQUESTED
1	Burning Fire	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 142.)	N/A	\$50,000.00
2	Bengbu trade Limited by Share Ltd	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 119.)	0	\$50,000.00
3	Fantastic5	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 237.)	0	\$50,000.00
4	1622758984	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 11.)	0	\$50,000.00
5	3237063196	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 25, 28.)	0	\$50,000.00
6	3Adianpu	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 3.)	0	\$50,000.00
7	Aisaite	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 33.)	0	\$50,000.00
8	ajKKxiao	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 41.)	0	\$50,000.00
9	Alina_zll	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 49.)	0	\$50,000.00
10	Andrea-LoveKobe	Eight (8) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 73, 75.)	0	\$50,000.00
11	Bebest	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 111.)	0	\$50,000.00
12	ceciliastyle	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 164.)	0	\$50,000.00
13	Elysian Fields	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 221.)	0	\$50,000.00
14	fengjianyu45033	Six (6) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 284.)	0	\$50,000.00
15	fesenz	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 292.)	0	\$50,000.00
16	ffbfdndfndrf	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 301.)	0	\$50,000.00

17	Firmtown94	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 308.)	0	\$50,000.00
18	George Elliot	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 324, 327.)	0	\$50,000.00
19	Godeal2017	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 339.)	0	\$50,000.00
20	Graceqq	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 347.)	0	\$50,000.00
21	guangzhoufengsewangjuyinghuamaoyiyouxiangongsi	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 355.)	0	\$50,000.00
22	headaches	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 387.)	0	\$50,000.00
23	hello body	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 395.)	0	\$50,000.00
24	Hong kong Qi Sheng	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 411.)	0	\$50,000.00
25	Hongxin Trading Company	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 419, 422.)	0	\$50,000.00
26	hyll2016	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 427.)	0	\$50,000.00
27	ifound	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 435.)	0	\$50,000.00
28	Johny Papi	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 451, 454.)	0	\$50,000.00
29	JTD	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 459.)	0	\$50,000.00
30	Ké	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 483.)	0	\$50,000.00
31	Kiss Your Life	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 491.)	0	\$50,000.00
32	linjubuy	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 506.)	0	\$50,000.00
33	Littlelove	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 530.)	0	\$50,000.00
34	luck2017	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 545.)	0	\$50,000.00
35	Lucky dog8	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 560.)	0	\$50,000.00

36	LUCKY-1	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 553.)	0	\$50,000.00
37	lusys	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 568.)	0	\$50,000.00
38	meirenyuha	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 592.)	0	\$50,000.00
39	microhappywise	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 600.)	0	\$50,000.00
40	mw1023214	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 615.)	0	\$50,000.00
41	newbear	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 639.)	0	\$50,000.00
42	Newin	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 647.)	0	\$50,000.00
43	Niuqi digital franchise	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 655.)	0	\$50,000.00
44	Orient International Trading Co., Ltd.	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 663.)	0	\$50,000.00
45	Peach Party	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 671.)	0	\$50,000.00
46	rfhbtgnderfgbesdr	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 710.)	0	\$50,000.00
47	saml	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 718.)	0	\$50,000.00
48	samlir	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 725.)	0	\$50,000.00
49	Shanghai Yee Tong Trading Co., Ltd.	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 741.)	0	\$50,000.00
50	Small household appliances concentration camp	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 788.)	0	\$50,000.00
51	Sunshine Day	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 804.)	0	\$50,000.00
52	The cosmetics	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 844.)	0	\$50,000.00
53	top fashion club	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 852.)	0	\$50,000.00
54	TOP_MVP	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 868.)	0	\$50,000.00
55	TopFashionTown	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 860.)	0	\$50,000.00
56	toxic perfume	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 876.)	0	\$50,000.00

57	tukiiss	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 884.)	0	\$50,000.00
58	wenmy	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 955.)	0	\$50,000.00
59	xiaoHHH	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 979.)	0	\$50,000.00
60	xiaoyuPPP	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 994.)	0	\$50,000.00
61	Xiefang625	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 1002.)	0	\$50,000.00
62	xinxiangshicheng6698	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 1018.)	0	\$50,000.00
63	yeminqing	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 1050.)	0	\$50,000.00
64	De yang	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 196.)	1	\$50,000.00
65	guojun1991@163.com	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 363.)	1	\$50,000.00
66	hangzhoujingpinbaobao	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 371.)	1	\$50,000.00
67	jjackon	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 443.)	1	\$50,000.00
68	nanjing MH company	One (1) infringing use of Plaintiff's UNO Mark. (Complaint, Ex. C, 631.)	1	\$50,000.00
69	taolihua	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 820.)	1	\$50,000.00
70	UNIQUE CREATE	Six (6) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 892.)	1	\$50,000.00
71	Wclouds	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 931.)	1	\$50,000.00
72	Whenever interest	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 963.)	1	\$50,000.00
73	yiwu city haozhuo crafts limited company	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 1066.)	1	\$50,000.00
74	Zhou Du Stores	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 1106.)	1	\$50,000.00
75	ZIWEIXING angel Agel Ecommerce Ltd	One (1) infringing uses of Plaintiff's UNO Mark. (Complaint, Ex. C, 1106.)	1	\$50,000.00
76	Fancybaby Jewelry	Six (6) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 229.)	2	\$50,000.00
77	FPFP	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 316.)	2	\$50,000.00

78	wagpual tactical airsoft wholesale home	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 907, 910.)	2	\$50,000.00
79	weiwo999	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 947.)	2	\$50,000.00
80	Amakeupstore	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 57.)	3	\$50,000.00
81	taozil23	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 828.)	3	\$50,000.00
82	ZSDDP	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 1122.)	3	\$50,000.00
83	bangxing	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 95.)	4	\$50,000.00
84	Fashionistas	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 253.)	4	\$50,000.00
85	WEIWEIT	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 939.)	4	\$50,000.00
86	yangkaijie	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 1034.)	4	\$50,000.00
87	China Soul	Seven (7) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 180.)	5	\$50,000.00
88	Shenzhen safe technology co., LTD	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 772.)	5	\$50,000.00
89	baby hi	One (1) infringing use of Plaintiff's UNO Mark. (Complaint, Ex. C, 87.)	6	\$50,000.00
90	Fashion memories	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 261.)	6	\$50,000.00
91	Sandi Market	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 733.)	6	\$50,000.00
92	Vshine	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 899.)	6	\$50,000.00
93	wangpai	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 915.)	6	\$50,000.00
94	qingdaotianchangzhengquanshiyeyouxiangongsi	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 694.)	10	\$50,000.00
95	1922529011	Seven (7) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 18, 20.)	12	\$50,000.00
96	qipilangzhenpishoubao	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 702.)	18	\$50,000.00
97	LY2016	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 576.)	22	\$50,000.00

98	c-bear	Six (6) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 157.)	43	\$50,000.00
99	Fationshop	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 276.)	65	\$75,000.00
100	WX123456	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 971.)	160	\$150,000.00
101	yehaoJJstore	Three (3) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 1042.)	164	\$150,000.00
102	Fate Stay Night	Five (5) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 269, 271.)	200	\$200,000.00
103	shenzhen nature maker	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 765.)	229	\$200,000.00
104	GN Service Co.Ltd.	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 332.)	265	\$250,000.00
105	yiwuyinhaidianzishangwuyouxiangongsi	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 1094.)	309	\$250,000.00
106	sssdd	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 796.)	354	\$250,000.00
107	LiPeng Trading Co., Limited	Two (2) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 522.)	555	\$300,000.00
108	Beauty, outdoor and electronic	Six (6) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 103.)	600	\$300,000.00
109	FashionGOGOGO	Seven (7) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 245, 248.)	3,102	\$500,000.00
110	CoComengxiangjia	Four (4) infringing uses of Plaintiff's UNO Marks. (Complaint, Ex. C, 188.)	5,765	\$1,000,000.00
			11,958	\$8,525,000.00