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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SPIN MASTER LTD. and SPIN MASTER, INC.,

Plaintiffs

v.

13385184960@163.COM, 18888236883@163.COM, ALTAY, ANGELCITYER, BAMBOO001, CAOPING, CONGCONG2, DANDANXIAOWU, DAYINGJIA1256, DIAMOND BOUTIQUE, DIY GEM SHOP, DREAMSHIPS, DUMBLEDOR SHOP, EFASHIONER, EVERY DAY THERE WILL BE A NEW SUN, FASHIONABLE AND SPORT STORE, FASHIONDOFU, FELLA, FHIJHCF, FULLUSSET, GIFTSHOP2017, GIVE YOUR DREAM, GLOBAL_DAWN, GLOBAL-SPIRIT, GODCUP, GREEN FASHION, GUANGDONGHUATAI, GUIGIUDEDIAN, HAPPYSTORE99, HUASHAOSHOT, HUAXIAWAIMAOSHANG, ISHOP, ISYISY, IVANICABABYSHOP, JAHURTO, JASONSTORE1, JL&PREFECT, JUZIEJIA, KAIXUANXIAORENJIA, KEEP GOING, KRISTINECOTTRELL, LANXIHUANGLONGDONG, LIANJIAXIAODIAN, LOSTIU8, MAGIC CURRY, MAISYSTORE001, MAOMAO1608@163.COM, MIKEQYQ, MOMTUTUS, MR. P, MR.ZXX, MRY_STORE, NEWMERCHANTFASHION, NVC, PANDORA LOVE,

CIVIL ACTION No. 18-cv-10524 (LGS)

QIQIYANYAN, QOMXZHK, RENDERINGYOU, SHENZHENYIWEIKEJIYOUXIANGONGSI, SHENZHEN YINFA TECHNOLOGY LTD, SHOW YOU NOW, SHU PANPAN WU SHOUSHOU, SIERMAOYIYOUXIANGONGSI, SMALL Y CLOTHES STORE, SMALLSMALLWORLD, THREEQIAOWAY, TIANCONG135, TOMIK18816764436, UTOPIA1973, UTOPIA2017, VALUABLE, YEHUDIEYE, WANGJUHUA11365, WENDY E-COMMERCE, WULI0014, WXXWW, XINYUDIYIYI, XYRSTOREKL, YIWU BLUE SKY, XIONGDISTORE, XUANXUAN636187, XZH, YANGMINGXIONGDI, YANGLIU248, YEKAIQIANG, YEQIRONG, YIHUIANDYIHUI, YOUR FASHION JEWELRY, YOUYOUSHANXI, YOYOBESS, YQUAN, YUXITAO, YY6752SDD, ZHANGDONGYUE, ZHANGXIAXIAZHANG, ZHENPINHUI and ZHENZHEN-FASHION,

Defendants

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THEIR APPLICATION FOR AN ORDER TO SHOW CAUSE WHY DEFAULT JUDGMENT AND A PERMANENT INJUNCTION SHOULD NOT BE ENTERED AGAINST DEFAULTING DEFENDANTS

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GLOSSARY

Term	Definition	Docket Entry Number
Plaintiffs or "Spin Master"	Spin Master Ltd. and Spin Master, Inc.	N/A
Defendants	13385184960@163.com, 18888236883@163.com, Altay, angelcityer, bamboo001, caoping, congcong2, dandanxiaowu, dayingjia1256, Diamond boutique, DIY Gem shop, Dreamships, Dumbledor shop, Efashioner, Every day there will be a new sun, fashionable and sport store, fashiondofu, Fella, fhijhcf, Fullusset, giftshop2017, give your dream, global_dawn, global-spirit, Godcup, Green Fashion, guangdonghuatai, guigiudedian, happystore99, Huashaoshot, Huaxiawaimaoshang, ISHOP, ISYISY, ivanicababyshop, Jahurto, Jasonstore1, JL&prefect, juziEjia, kaixuanxiaorenjia, Keep going, kristinecottrell, Lanxihuanglongdong, lianjiaxiaodian, Lostiu8, magic Curry, maisystore001, maomao1608@163.com, Mikeqyq, MOMTUTUS, Mr. P, Mr.Zxx, MRY_Store, NewMerchantFashion, NVC, Pandora love, qiqiyanyan, Qomxzhk, Renderingyou, Shenzhenyiweikejiyouxiangongsi, Shenzhen Yinfa Technology LTD, Show You Now, Shu panpan wu shoushou, siermaoyiyouxiangongsi, Small Y Clothes Store, smallsmallworld, Threeqiaoway, tiancong135, Tomik18816764436, Utopia1973, Utopia2017, Valuable, yehudieye, wangjuhua11365, wendy E-commerce, wuli0014, wxxww, Xinyudiyiyi, xyrstorekl, yiwu blue sky, xiongdistore, xuanxuan636187, XZH, Yangmingxiongdi, yangliu248, yekaiqiang, yeqirong, YiHuiandYiHui, YOUR FASHION JEWELRY, youyoushanxi, YOYOBESS, Yquan, Yuxitao, YY6752SDD, Zhangdongyue, zhangxiaxiazhang, Zhenpinhui and zhenzhen-fashion	N/A
Defaulting Defendants	13385184960@163.com, 18888236883@163.com, Altay, angelcityer, bamboo001, caoping, congcong2, dandanxiaowu, dayingjia1256, Diamond boutique, Dreamships, Dumbledor shop, Every day there will be a new sun, fashiondofu, Fella, fhijhcf, Fullusset, giftshop2017, give your dream, global_dawn, global-spirit, Godcup, Green Fashion, guangdonghuatai, guigiudedian, happystore99, Huashaoshot, Huaxiawaimaoshang, Jahurto, Jasonstore1, juziEjia,	N/A

	kaixuanxiaorenjia, Keep going, kristinecottrell, Lostiu8, magic Curry, maisystore001, maomao1608@163.com, Mikeqyq, MOMTUTUS, Mr. P, Mr.Zxx, MRY_Store, NewMerchantFashion, qiqiyanyan, Qomxzhk, Renderingyou, Shenzhenyiweikejiyouxiangongsi, Shenzhen Yinfa Technology LTD, Show You Now, Shu panpan wu shoushou, siermaoyiyouxiangongsi, smallsmallworld, Threeqiaoway, tiancong135, Tomik18816764436, Utopia1973, Utopia2017, Valuable, yehudieye, wangjuhua11365, wuli0014, wxxww, Xinyudiyiyi, xyrstorekl, yiwu blue sky, xiongdistore, xuanxuan636187, XZH, Yangmingxiongdi, yangliu248, yekaiqiang, yeqirong, YiHuiandYiHui, YOUR FASHION JEWELRY, youyoushanxi, Yquan, YY6752SDD, Zhangdongyue, zhangxiaxiazhang, Zhenpinhui and zhenzhen-fashion	
Complaint	Plaintiffs' Complaint filed on November 13, 2018	7
Application	Plaintiffs' *Ex Parte* Application for: 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 bifurcated and alternative service and 5) an order authorizing expedited discovery filed on November 13, 2018	13-16
Arnaiz Dec.	Declaration of Jessica Arnaiz in Support of Plaintiffs' Application	14
Harrs Dec.	Declaration of Chris Harrs in Support of Plaintiffs' Application	15
Wolgang Dec.	Declaration of Spencer Wolgang in Support of Plaintiffs' Application	16
TRO	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 Bifurcated and Alternative Service and 5) Order Authorizing Expedited Discovery entered on November 13, 2018	N/A
PI Show Cause Hearing	November 27, 2018 hearing to show cause why a preliminary injunction should not issue.	N/A
PI Order	November 28, 2018 Preliminary Injunction Order	4

Wish	A San Francisco, California-based, online marketplace and e-commerce platform located at Wish.com, which is owned by ContextLogic, Inc., that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.	N/A
User Account(s)	Any and all websites and/or accounts with online marketplace platforms such as Wish, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all other persons in active concert with any of them	N/A
Merchant Storefront(s)	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in products, including 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	N/A
Spin Master Products	Spin Master's innovative children's lifestyle products and toys under their well-known brands, including: Twisty Petz, Flutterbye Fairy, Bunchems and Hatchimals, as well as under their licensed properties such as Paw Patrol and Air Hogs	N/A
Twisty Petz Products	Over 70 types of collectible, bejeweled pets that transform into sparkly bracelets, necklaces or backpack accessories with a few simple twists	N/A
Twisty Petz Mark	U.S. Trademark Registration No. 5,514,561 for "TWISTY PETZ" for a variety of goods in Class 28	N/A
Twisty Petz Work	U.S. Copyright Reg. VA 1-305-408, covering the Twisty Petz Packaging Artwork & Collectors' Guides	N/A
Counterfeit Products	Products bearing or used in connection with the Twisty Petz Mark and/or Twisty Petz Work, and/or products in packaging and/or containing labels and/or hang tags bearing the Twisty Petz Mark and/or Twisty Petz Work, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to	N/A

	the Twisty Petz Mark and/or Twisty Petz Work and/or products that are identical or confusingly or substantially similar to the Twisty Petz Products	
Financial Institutions	Any and all banks, financial institutions, credit card companies and payment processing agencies, such as ContextLogic, PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), PingPong Global Solutions, Inc. ("PingPong"), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants' Financial Accounts	Defendants' Assets from any and all accounts associated with or utilized by any Defendant or any Defendant's Merchant Storefront(s) and User Account(s) (whether said account is located in the U.S. or abroad)	N/A
Defendants' Frozen Accounts	Defendants' Financial Accounts that were and/or are attached and frozen or restrained by the Financial Institutions pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action	N/A
Defendants' Frozen Assets	Defendants' Assets from Defendants' Financial Accounts that were and/or are attached and frozen or restrained pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action	N/A
Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly, by ContextLogic, such as Wish, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
Plaintiffs' Motion for Default Judgment	Plaintiffs' Application for an Order to Show Cause Why Default Judgment and a Permanent Injunction Should Not be Entered Against Defaulting Defendants filed on March 13, 2019	TBD
Chung Aff.	Affidavit by Andrew Sup Chung in Support of Plaintiffs' Motion for Default Judgment	TBD

I. INTRODUCTION[1]

1. In accordance with Your Honor's Individual Rules and Practices in Civil Cases, the Court's Individual Local Civil Rule 55.2(b) and Federal Rule of Civil Procedure 55(b)(2), Plaintiffs respectfully submit that entry of default judgment against Defaulting Defendants is appropriate and seek the following relief against Defaulting Defendants: 1) entry of a final judgment and permanent injunction by default; 2) individual statutory damages 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 fifty-five (55) Defaulting Defendants, totaling $2,750,000.00: 18888236883@136.com, Altay, angelcityer, bamboo001, caoping, dandanxiaowu, Diamond boutique, Fella, giftshop2017, guandonghuatai, huashaoshot, Jahurto, Jasonstore1, juziEjia, magic Curry, maisystore001, Mikeqyq, MRY_Store, NewMerchantFashion, qiqiyanyan, shenzhenyiweikejiyouxiangongsi, siermaoyiyouxiangongsi, smallsmallworld, threeqiaoway, Utopia1973, wangjuhua11365, XZH, yehudieye, YOUR FASHION JEWELRY, Yquan, zhenpinhui, global-spirit, kristinecottrell, yekaiqiang, youyoushanxi, zhenzhen-fashion, MOMTUTUS, qomxzhk, Keep going, maomao1608@163.com, zhangdongyue, fhijhcf, kaixuanxiaorenjia, happystore99, global_dawn, YiHuiandYiHui, Shenzhen Yinfa Technology LTD, 13385184960@163.com, Dumbledor shop, xyrstorekl, Valuable, Tomik18816764436, fashiondofu, wuli0014 and yiwu blue sky;

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

b. an award of $75,000.00 in statutory damages against the following three (3) Defaulting Defendants, totaling $225,000.00: huaxiawaimaoshang, zhangxiaxiazhang and xuanxuan636187;

c. an award of $100,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling $100,000.00: Yangmingxiongdi;

d. an award of $150,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling $150,000.00: Shu panpan wu shoushou;

e. an award of $200,000.00 in statutory damages against the following four (4) Defaulting Defendants, totaling $800,000.00: dreamships, Mr.Zxx, Utopia2017 and guigiudedian;

f. an award of $250,000.00 in statutory damages against the following two (2) Defaulting Defendants, totaling $500,000.00: xiongdistore and congcong2

g. an award of $300,000.00 in statutory damages against the following two (2) Defaulting Defendants, totaling $600,000.00: Every day there will be a new sun and YY6752SDD

h. an award of $550,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling $550,000.00: Fullusset;

i. an award of $600,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling $600,000.00: Godcup;

j. an award of $1,000,000.00 in statutory damages against the following three (3) Defaulting Defendants, totaling $3,000,000.00: Renderingyou, give your dream and Mr.P;

k. an award of $1,500,000.00 in statutory damages against the following three (3) Defaulting Defendants, totaling $4,500,000.00: dayingjial1256, yeqirong and wxxww;

l. an award of $2,000,000.00 in statutory damages against the following two (2) Defaulting Defendants, totaling $4,000,000.00: Lostiu8 and yangliu248;

and individual statutory damages awards pursuant to 17 U.S.C. § 504 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 four (4) Defaulting Defendants, totaling $200,000.00: tiancong135, Show You Now, Green Fashion and xinyudiyiyi;

(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 Plaintiffs.[2]

II. PROCEDURAL HISTORY

Plaintiffs filed the Application, including the Complaint, on November 13, 2018. (Chung Aff., ¶ 9.) Subsequently, the Court entered the TRO on November 13, 2018. *Id.* at ¶ 11. The TRO specifically authorized service by electronic means.[3] *Id*. at ¶ 13. On November 20, 2018, pursuant to the TRO, Plaintiffs served each and every Defaulting Defendant, among other Defendants, with

[2] Through their Motion for Default Judgment, in addition to permanent injunctive relief, Plaintiffs only seek damages for their First, Second and Fourth Causes of Action (Trademark Counterfeiting, Trademark Infringement and Copyright Infringement). Plaintiffs do not seek monetary relief in connection with the remaining causes of action plead in the Complaint.

[3] The TRO specifically ordered that service shall be made on Defendants and deemed effective as to all Defendants if it was completed by the following means: 1) delivery of (i) PDF copies of the TRO together with the Summons and Complaint, or (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 Plaintiffs' 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.

the Summons, Complaint, TRO and all papers filed in support of Plaintiffs' Application. *Id*. at ¶ 14. On November 27, 2018, the Court held the PI Show Cause Hearing, at which no Defendants appeared. *Id*. at ¶ 16. Subsequently, on November 28, 2018, the Court entered a PI Order against all Defendants, mirroring the terms of the TRO and extending through the pendency of the Action. *Id*. at ¶ 17.

On December 12, 2018 the Court issued an order directing Plaintiffs to move for default judgment if Defendants failed to appear in this action seven calendar days prior to the Initial Pretrial Conference scheduled for January 24, 2019 ("Scheduling Order"). *Id.* at ¶ 19. On December 12, 2018 and December 14, 2018, Plaintiffs served each and every Defaulting Defendant with the Scheduling Order and a copy of the Court's Individual Rules, in accordance with the alternative methods of service authorized by the TRO and PI Order. *Id.* On January 17, 2019, Plaintiffs filed an application for a Clerk's Certificate of Default against Defaulting Defendants and, subsequently, on the same day the Clerk of the Court entered a Certificate of Default against Defaulting Defendants. *Id*. at ¶¶ 21-22, Ex. D. Accordingly, Plaintiffs respectfully submit the instant Motion for Default Judgment.

III. STATEMENT OF FACTS

Plaintiffs Spin Master are part of a large, multinational toy and entertainment company started in 1994 that designs and sells the Spin Master Products. Plaintiffs promote and sell the Spin Master Products throughout the United States and the world through major retailers, quality toy stores and online marketplaces. (Harrs Dec., ¶¶ 3-4.) One of Spin Master's most recent and successful products is Twisty Petz, which are bejeweled pets that transform into sparkly bracelets, necklaces or backpack accessories with a few simple twists. *Id*. at ¶ 6. Plaintiffs' Twisty Petz

Products have achieved tremendous success and were named one of the "hottest toys for 2018" by the *New York Post* and included in *Amazon's 2018 Holiday Toy List*. *Id*. at ¶ 7.

While Plaintiffs have gained significant common law trademark and other rights in their Twisty Petz Products, through use, advertising and promotion, Plaintiffs have also protected their valuable rights by filing for and obtaining a federal trademark registration. *Id.* at ¶¶ 9-11. In addition, Spin Master also owns both registered and unregistered copyrights related to the Twisty Petz Products. *Id*. at ¶¶ 12-13.

Defaulting Defendants are located in China but conduct business in the U.S., including within this judicial district, and other countries through their User Accounts and Merchant Storefronts with and on Wish. (Complaint, Ex. D.) Plaintiffs retained New Alchemy Limited, a company that provides trademark infringement and other intellectual property research services to investigate and research manufacturers, wholesalers, and/or third-party merchants offering for sale and/or selling Counterfeit Products on Wish. (Arnaiz Dec., ¶¶ 3-4; Harrs Dec., ¶ 21; Wolgang Dec., ¶ 16.) Through their Merchant Storefronts, without Plaintiffs' authorization or consent, Defaulting Defendants were and/or are currently manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products. (Arnaiz Dec., ¶ 6, Ex. A; Harrs Dec., ¶¶ 23-24; Complaint, Ex. D.)

IV. ARGUMENT

A. DEFAULT JUDGMENT IS APPROPRIATE AS DEFAULTING DEFENDANTS HAVE FAILED TO APPEAR IN THIS ACTION

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). "It is an ancient common law axiom that a defendant who defaults thereby admits all well-pleaded factual allegations contained in the complaint." *City of New York v. Mickalis Pawn Shop, LLC*, 645 F.3d 114, 137 (2d Cir.

2011). Ultimately, the entry of a default judgment is entrusted to the sound discretion of the district court. *Enron Oil Corp. v. Diakuhara*, 10 F.3d 90, 95 (2d Cir. 1993). Moreover, as fully briefed in the Application and as the Court already acknowledged, the Court has personal jurisdiction over Defaulting Defendants. (*See* TRO and PI Order.) *see also Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475-476 (U.S. 1985). Therefore, Plaintiffs respectfully submit that the Court should enter default judgment against each and every Defaulting Defendant since Defaulting Defendants failed to Answer or otherwise appear in this Action and Plaintiffs' requests for damages are reasonable and supported by evidence. (Chung Aff., ¶¶ 25-31.)

B. PLAINTIFFS ARE ENTITLED TO A PERMANENT INJUNCTION

Plaintiffs respectfully request that the Court permanently enjoin Defaulting Defendants from any further counterfeiting and/or infringement of Plaintiffs' Twisty Petz Mark and Twisty Petz Work for the reasons detailed below, coupled with the Court's earlier findings on the same issues in its entrance of the TRO and PI Order. By virtue of Defaulting Defendants' defaults, Plaintiffs' well-plead factual allegations set forth in the Complaint, except those relating to the amount of damages, are taken as true. *Trans World Airlines, Inc. v. Hughes*, 449 F.2d 51, 70 (2d Cir. 1971); *see also Greyhound Exhibit group, Inc. v. E.L.U.L. Realty Corp.*, 973 F.2d 155, 158 (2d Cir. 1992) *cert. denied*, 113 S.Ct. 1049 (1993).

A district court has authority under the Lanham Act and the Copyright Act to grant injunctive relief to prevent further violations of Plaintiffs' trademark and copyrights. 15 U.S.C. § 1116, 17 U.S.C. § 502. Furthermore, a district court has the authority to grant a permanent injunction on a motion for default judgment. *See*, *e.g.*, *Harris v. Fairweather*, 11-cv-2152 (PKC) (AJP), 2012 U.S. Dist. LEXIS 128409, at *38-40 (S.D.N.Y. Sep. 10, 2012) (holding that in a default situation, permanent injunctive relief was appropriate under the Lanham Act taking the

complaint's allegations as true). Here, since Defaulting Defendants' defaults constitute admissions of liability and Plaintiffs successfully established their claims for trademark infringement and counterfeiting and copyright infringement, Plaintiffs respectfully submit that a permanent injunction against Defaulting Defendants should be entered.[4]

Specifically, a permanent injunction may be granted where a plaintiff demonstrates that it has succeeded on the merits and: "(1) that it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction." *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006); *see also Salinger v. Colting*, 607 F.3d 68, 79-80 (2d Cir. 2010) (extending the *eBay* standard to copyright injunctions). In intellectual property actions, permanent injunctions are normally granted when there is "a threat of continuing violations." *Steele v. Bell*, 11-cv-9343 (RA) (RLE), 2014 U.S. Dist. LEXIS 44976, at *22 (S.D.N.Y. Mar. 3, 2014). Here, as plead in the Complaint and supported by the uncontroverted evidence, Defaulting Defendants infringed Plaintiffs' Twisty Petz Mark and Twisty Petz Work by, *inter alia*, willfully and knowingly advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products, thereby causing irreparable injury to Plaintiffs. (Complaint, Ex. D.) While Wish's compliance with the TRO and PI Order – insofar as it has frozen the identified User Accounts and Merchant Storefronts owned by Defaulting Defendants – has prevented further sales of Counterfeit Products by Defaulting Defendants on Wish during the pendency of this action, there remains a serious possibility that

[4] As detailed at length in the Application and omitted here for brevity, Plaintiffs have demonstrated success on their uncontroverted claims for trademark counterfeiting and infringement and copyright infringement against Defaulting Defendants. *See* Application; *see also* TRO and PI Order.

Defaulting Defendants will continue to infringe Plaintiffs' intellectual property rights should such restraints be lifted. *Allee v. Medrano*, 416 U.S. 802, 810-11 (1974) ("It is settled that an action for an injunction does not become moot merely because the conduct complained of has terminated, if there is a possibility of recurrence, since otherwise the defendants 'would be free to return to '[their] old ways.'"') (citing *Gray v. Sanders*, 372 U.S. 368, 376 (1963)) (internal quotation marks omitted).

While irreparable harm is no longer presumed, courts have issued permanent injunctions when intellectual property rights holders have shown a potential loss of goodwill and control over their trade dress and/or trademark(s). *See, e.g.*, *Artemide Inc. v. Spero Elec. Corp.,* 09-cv-1110 (DRH) (ARL), 2010 U.S. Dist. LEXIS 136870 at *9 (E.D.N.Y. Nov. 23, 2010) (finding irreparable harm where likelihood of confusion as to source and likelihood of injury to reputation were shown). Here, not only have Plaintiffs suffered lost profits as a result of Defaulting Defendants' competing, substandard Counterfeit Products, but Defaulting Defendants' actions have caused irreparable harm to Plaintiffs' goodwill and reputations as well as to the goodwill and reputations associated with their Twisty Petz Mark, Twisty Petz Work and Twisty Petz Products. (Harrs Dec., ¶ 28.) Further, because of Defaulting Defendants' failures to appear in this action, Plaintiffs were unable to obtain complete and accurate information regarding the actual profits derived from Defaulting Defendants' sales of Counterfeit Products, making Plaintiffs' actual damages effectively impossible to measure. (Chung Aff., ¶¶ 25-31.) *See*, *e.g., Mint, Inc. v. Iddi Amad*, 2011 U.S. Dist. LEXIS 49813 at *10 (S.D.N.Y. May 9, 2011) (finding irreparable harm where "determining the amount of damages from [defendant's] infringing conduct [is] especially difficult, if not impossible").

Given such injury to Plaintiffs' goodwill and reputations, as well as the absence in the record of any assurance against Defaulting Defendants' continued violation of Plaintiffs' Twisty Petz Mark and Twisty Petz Work, monetary damages alone are inadequate to compensate Plaintiffs for the damage they have incurred and will continue to incur if an injunction is not entered. A showing that there is no adequate remedy at law "is satisfied where the record contains no assurance against defendant's continued violation" of a plaintiff's rights. *Montblanc Simplo GMBH v. Colibri Corp.*, 692 F. Supp. 2d 245, 259 (E.D.N.Y. 2010). When a default judgment is entered, "[a] court may infer from a defendant's default that it is willing to, or may continue its infringement." *Pearson Educ., Inc. v. Vegara,* No. 09 Civ. 6832 (JGK)(KNF), 2010 U.S. Dist. LEXIS 101597, at *12 (S.D.N.Y. Sept. 27, 2010) (internal citations omitted), adopted by, Order at Dkt. 21 (S.D.N.Y. May 11, 2011). As discussed above, Defaulting Defendants' failure to participate in this action emphasizes that Defaulting Defendants have no intention of ceasing their wrongful conduct, namely continued infringement and counterfeiting of Plaintiffs' Twisty Petz Mark and Twisty Petz Work. Since Plaintiffs demonstrated a credible threat of future infringement and cannot be compensated properly with monetary relief alone, they respectfully submit that the requested injunction is necessary to fully redress the irreparable injury that they have suffered due to Defaulting Defendants' illegal and infringing actions. *Hounddog Prods., L.L.C. v. Empire Film Group, Inc.*, 826 F. Supp. 2d 619, 633 (S.D.N.Y. 2011) ("Given the significant threat of future infringement, Plaintiffs cannot be compensated with monetary relief alone.").

Further, the balance of hardships unquestionably and overwhelmingly favors Plaintiffs since they have suffered and will continue to suffer irreparable harm to their businesses, profits, goodwill and reputations as a result of Defaulting Defendants' willful and knowing sales of Counterfeit Products. (Harrs Dec, ¶ 31.) Additionally, the public interest is clearly served by a

permanent injunction, as "the public has an interest in not being deceived – in being assured that the mark it associates with a product is not attached to goods of unknown origin and quality." *N.Y.C. Triathlon, LLC v. NYC Triathlon Club, Inc.*, 704 F. Supp. 2d 305, 344 (S.D.N.Y. 2010) (granting a motion to enjoin the defendant from any further trademark violations); *see also Montblanc*, 692 F. Supp. 2d at 259. Here, the public has an interest in being able to rely on the high quality of the Twisty Petz Products bearing the Twisty Petz Mark and Twisty Petz Work.

C. DEFAULTING DEFENDANTS ACTED WILLFULLY

Since Defaulting Defendants failed to appear in this action, no further analysis is required into willfulness because, and axiomatically, infringement is deemed willful "[b]y virtue of the default[.]" *Tiffany (NJ) Inc. v. Luban*, 282 F. Supp. 2d 123, 124 (S.D.N.Y. 2003). Nevertheless, Plaintiffs respectfully submit that Defaulting Defendants unequivocally engaged in willful counterfeiting for the following reasons.

The standard for willfulness "is simply whether the defendant had knowledge that its conduct represented infringement or perhaps recklessly disregarded the possibility." *Twin Peaks Prods., Inc. v. Publ'ns Int'l, Ltd.*, 996 F.2d 1366, 1382 (2d Cir. 1993). Such knowledge may be actual or constructive and may be inferred from defendant's conduct rather than proven directly. *See N.A.S. Imp. Corp. v. Chenson Enters.*, 968 F.2d 250, 252 (2d Cir. 1992) (holding that for "the purpose of awarding enhanced statutory damages," the knowledge component of willfulness "need not be proven directly but may be inferred from the defendant's conduct."). First, in the instant action, the Counterfeit Products contain marks and/or artwork that are identical to Plaintiffs' Twisty Petz Mark and/or Plaintiffs' Twisty Petz Work. (Complaint, Ex. D) *See also Coach, Inc. v. Melendez*, No. 10-cv-6178 (BSJ) (HBP), 2011 U.S. Dist. LEXIS 116842, at *12-13 (S.D.N.Y. Sep. 2, 2011) ("Because the marks used by defendants on their products are virtually identical to

the Coach Registered Trademarks, the conclusion is inescapable that defendants' infringement and counterfeiting is intentional."). Second, the undisputed evidence demonstrates that none of the Counterfeit Products sold by Defaulting Defendants were purchased from Plaintiffs. (Harrs Dec., ¶¶ 27-28) S*ee also Bambu Sales, Inc. v. Ozak Trading, Inc.*, 58 F.3d 849, 854 (2d Cir. 1995) (finding defendants to have acted willfully due in part to their failure to take any measures to verify the authenticity of the infringing product); *Gucci Am., Inc., v. Duty Free Apparel*, *Ltd.*, 315 F. Supp. 2d 511, 521 (S.D.N.Y. 2004) ("'Selling products acquired outside the customary chain of retail distribution and without the usual authenticating documentation' is a 'high risk business.'") (quoting *Gucci Am., Inc. v. Daffy's Inc.*, 354 F.3d 228, 245 (3d Cir. 2003)) (internal quotation marks omitted). Thus, the uncontradicted evidence demonstrates that Defaulting Defendants unequivocally engaged in willful counterfeiting activities. (Complaint, Ex. D.)

D. PLAINTIFFS ARE ENTITLED TO HEIGHTENED STATUTORY DAMAGES

Both the Lanham Act and the Copyright Act allow a plaintiff to elect either statutory damages or actual damages for willful infringement. 15 U.S.C. § 1117(c); 17 U.S.C. § 504(c). The Lanham Act provides that, at any time before final judgment is rendered, a trademark owner may elect to recover an award of statutory damages, rather than actual damages, for the use of a counterfeit mark in connection with goods or services in the amount of: (1) "not less than $1,000 or more than $200,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just" or (2) if the use of the counterfeit mark is found to be willful, up to "$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just." 15 U.S.C. § 1117(c). Whereas, Section 504(c) of the Copyright Act allows a copyright owner to elect statutory damages in the amount of "not less than $750 or more than $30,000 as the court considers just" with respect to any one work. Alternatively,

where a court finds willful infringement, "the court in its discretion may increase the award of statutory damages to a sum of not more than $150,000.00." 17 U.S.C. § 504(c)(l)-(2).

In making a determination of appropriate statutory damages awards, under both Section 504 of the Copyright Act and Section 1117(c) of the Lanham Act, courts consider the following factors under Section 504(c) of the Copyright Act: "(1) the expenses saved and the profits reaped; (2) the revenues lost by the plaintiff; (3) the value of the copyright [or trademark]; (4) the deterrent effect on others besides the defendant; (5) whether the defendant's conduct was innocent or willful; (6) whether a defendant has cooperated in providing particular records from which to assess the value of the infringing material produced; and (7) the potential for discouraging the defendant." *Gucci Am., Inc.*, 315 F. Supp. 2d at 520 (quoting *Fitzgerald Publ'g Co., Inc. v. Baylor Publ'g Co.*, 807 F.2d 1110, 1117 (2d Cir. 1986)) (internal quotation marks omitted); *Louis Vuitton Malletier v. Carducci Leather Fashions, Inc.*, 648 F. Supp. 2d 501, 504 (S.D.N.Y. 2009) ("In the absence of any guidelines for determining the appropriate award in a case involving willful trademark violations, courts often have looked for guidance to the better developed case law under the Copyright Act, 17 U.S.C. § 504(c), which permits an award of statutory damages for willful copyright infringement."). Congress enacted the statutory damages remedy in trademark counterfeiting cases because evidence of a counterfeiter's profits is almost impossible to ascertain since "records are frequently nonexistent, inadequate, or deceptively kept." *Gucci Am., Inc.*, 315 F Supp. 2d at 520. *See also Coach, Inc. v. Weng*, 2014 U.S. Dist. LEXIS 79005, at *41 (S.D.N.Y. June 7, 2014) ("Section 1117(c) of the Lanham Act was created to give victims of trademark infringement and unfair competition an avenue for recovering damages when a defendant hides, alters, or destroys business records."). Given Defaulting Defendants' propensities to conceal their identities, disappear and destroy or hide any evidence or records of their counterfeiting and

infringing actions, and that to date, no Defaulting Defendants have appeared, answered or otherwise responded to the Complaint, Plaintiffs cannot ascertain Defaulting Defendants' actual profits. (Wolgang Dec., ¶¶ 13-15, 24-25; Chung Aff., ¶¶ 25-31.) Simply put, this case presents the exact circumstances that Congress envisioned in its enactment of Section 1117(c).

With respect to the first, second and sixth factors, Defaulting Defendants' propensities to secrete evidence pertaining to sales and profits – along with their failure to appear, answer or otherwise respond to the Complaint or comply with the expedited discovery ordered in the TRO and PI Order – have made it impossible to determine Defaulting Defendants' profits, quantify any expenses that Defaulting Defendants may have saved by infringing Plaintiffs' Twisty Petz Mark and/or Plaintiffs' Twisty Petz Work or assess any revenues lost by Plaintiffs as a result of Defaulting Defendants' infringing and counterfeiting activities. (Wolgang Dec., ¶¶ 13-15, 24-25; Chung Aff., ¶¶ 25-31.). Thus, these three factors support a higher statutory damage award for Plaintiffs. *See AW Licensing, LLC v. Bao*, 15-CV-1373-KBF, 2016 U.S. Dist. LEXIS 101150, at *7 (S.D.N.Y. Aug. 2, 2016) ("[C]ourts have supported an inference of a broad scope of operations in cases dealing specifically with websites that ship and sell to a wide geographic range," like Defendants' User Accounts and Merchant Storefronts in this Action).

The third factor – the value of Plaintiffs' Twisty Petz Mark and Twisty Petz Work – also weighs in favor of increased statutory damages awards for Plaintiffs against Defaulting Defendants. Here, Plaintiffs established that the Twisty Petz Products achieved worldwide recognition and success as a result of Plaintiffs' efforts in building up and developing consumer recognition, awareness and goodwill in their Twisty Petz Products, Twisty Petz Mark and Twisty Petz Work. (Harrs Dec., ¶¶ 7, 14-18.) By virtue of the foregoing, Plaintiffs amassed enormous value in the Twisty Petz Mark and Twisty Petz Work, and the Twisty Petz Mark and Twisty Petz

Work identify Plaintiffs as the exclusive source of the Twisty Petz Products to which the Twisty Petz Mark and Twisty Petz Work are applied. Therefore, the remaining factors also support significant statutory damages awards against Defaulting Defendants. Particularly where, like here, Defaulting Defendants acted willfully, "a statutory award should incorporate not only a compensatory, but also a punitive component to discourage further wrongdoing by the defendants and others." *Louis Vuitton Malletier*, 648 F. Supp. 2d at 504.

Plaintiffs seek statutory damages awards against each and every Defaulting Defendant.[5] Since Defaulting Defendants have defaulted, and therefore have not provided any evidence of their purchases or sales of Counterfeit Products, the amount of Defaulting Defendants' profits is unknown. (Chung Aff., ¶¶ 25-31.) Therefore, Plaintiffs are deprived of the ability to prove a specific amount of actual damages and instead have been left with no choice but to seek an award of statutory damages. Plaintiffs' respectful requests for statutory damages are based upon a combined analysis of the following: 1) the discovery provided by Wish which shows the number of sales of Counterfeit Products made by each Defaulting Defendant and 2) each Defaulting Defendants' wrongful use of the Twisty Petz Mark and Twisty Petz Work. (Chung Aff., ¶ 27, Ex. E.)[6]

Given that the Lanham Act provides for statutory damages of up to "$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just" 15 U.S.C. § 1117(c), Plaintiffs respectfully seek statutory damages awards against the following Defaulting Defendants:

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[5] Plaintiffs respectfully submit that they are entitled to post-judgment interest calculated pursuant to the statutory rate. "Interest shall be allowed on any money judgment in a civil case recovered in a district court." 28 U.S.C. § 1961(a).

[6] Plaintiffs respectfully submit that Fed. R. Evid. 1006 authorizes the use of a summary sheet such as Exhibit E to the Chung Aff. to establish damages in civil actions such as the instant Action. (*See also* Arnaiz Dec., Ex. A; Complaint, Ex. C.)

a. an award of $50,000.00 in statutory damages against the following fifty-five (55) Defaulting Defendants, totaling $2,750,000.00: 18888236883@136.com, Altay, angelcityer, bamboo001, caoping, dandanxiaowu, Diamond boutique, Fella, giftshop2017, guandonghuatai, huashaoshot, Jahurto, Jasonstore1, juziEjia, magic Curry, maisystore001, Mikeqyq, MRY_Store, NewMerchantFashion, qiqiyanyan, shenzhenyiweikejiyouxiangongsi, siermaoyiyouxiangongsi, smallsmallworld, threeqiaoway, Utopia1973, wangjuhua11365, XZH, yehudieye, YOUR FASHION JEWELRY, Yquan, zhenpinhui, global-spirit, kristinecottrell, yekaiqiang, youyoushanxi, zhenzhen-fashion, MOMTUTUS, qomxzhk, Keep going, maomao1608@163.com, zhangdongyue, fhijhcf, kaixuanxiaorenjia, happystore99, global_dawn, YiHuiandYiHui, Shenzhen Yinfa Technology LTD, 13385184960@163.com, Dumbledor shop, xyrstorekl, Valuable, Tomik18816764436, fashiondofu, wuli0014 and yiwu blue sky;

b. an award of $75,000.00 in statutory damages against the following three (3) Defaulting Defendants, totaling $225,000.00: huaxiawaimaoshang, zhangxiaxiazhang and xuanxuan636187;

c. an award of $100,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling $100,000.00: Yangmingxiongdi;

d. an award of $150,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling $150,000.00: Shu panpan wu shoushou;

e. an award of $200,000.00 in statutory damages against the following four (4) Defaulting Defendants, totaling $800,000.00: dreamships, Mr.Zxx, Utopia2017 and guigiudedian;

f. an award of $250,000.00 in statutory damages against the following two (2) Defaulting Defendants, totaling $500,000.00: xiongdistore and congcong2

g. an award of $300,000.00 in statutory damages against the following two (2) Defaulting Defendants, totaling $600,000.00: Every day there will be a new sun and YY6752SDD

h. an award of $550,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling $550,000.00: Fullusset;

i. an award of $600,000.00 in statutory damages against the following one (1) Defaulting Defendant, totaling $600,000.00: Godcup;

j. an award of $1,000,000.00 in statutory damages against the following three (3) Defaulting Defendants, totaling $3,000,000.00: Renderingyou, give your dream and Mr.P;

k. an award of $1,500,000.00 in statutory damages against the following three (3) Defaulting Defendants, totaling $4,500,000.00: dayingjial1256, yeqirong and wxxww; and

l. an award of $2,000,000.00 in statutory damages against the following two (2) Defaulting Defendants, totaling $4,000,000.00: Lostiu8 and yangliu248.

Similarly, given that the Copyright Act gives the Court discretion to "increase the award of statutory damages to a sum of not more than $150,000" for willful infringement 17 U.S.C. § 504(c)(1)-(2), Plaintiffs respectfully seek statutory damages awards against the following Defaulting Defendants:

a. an award of $50,000.00 in statutory damages against the following four (4) Defaulting Defendants, totaling $200,000.00: tiancong135, Show You Now, Green Fashion and xinyudiyiyi.

(Chung Aff., Ex. E.) Generally, "[t]he lack of information about any of the defendants' sales and profits, and the suspect nature of any information that was provided, make statutory damages particularly appropriate for this case." *Nike, Inc. v. Top Brand Co*., 00 Civ. 8179 (KMW) (RLE), 2006 U.S. Dist. LEXIS 76543, at *6 (S.D.N.Y. Feb. 27, 2006). Specifically, Plaintiffs respectfully submit that their tiered requests for statutory damages based upon the currently known numbers of sales of Counterfeit Products by Defaulting Defendants are appropriate. Plaintiffs reiterate that the number of sales of Counterfeit Products made by Defaulting Defendants as identified in Wish's discovery responses are the lowest possible number of sales. In other words, it is likely that Defaulting Defendants' sales of Counterfeit Products are significantly higher than what has been identified through the limited discovery Plaintiffs were able to obtain. (Chung Aff., ¶ 31.) Furthermore, Plaintiffs confirmed that each and every Defaulting Defendant wrongfully used the Twisty Petz Mark and/or Twisty Petz Work. (Chung Aff., Exs. D, E.) Since "the amount of defendants' likely profits from their infringement, the possibility of deterrence, and the need for redress of wrongful conduct are appropriate factors to consider," Plaintiffs respectfully submit that Defaulting Defendants' willful violations of the Lanham Act and Copyright Act make their requests for damages appropriate. *Nike, Inc*., 2006 U.S. Dist. LEXIS 76543 at *6-7. "Moreover, this Court has 'wide discretion' in 'setting the amount of statutory damages.'" *Ontel Prods. Corp. v. Airbrushpainting Makeup Store a/k/a Airbrushespainting et al*., 17-cv-871 (KBF), 2017 Dist. LEXIS 221489, at *3 (S.D.N.Y. June 29, 2017) citing *Fitzgerald Publ'g Co., Inc.*, 807 F.2d at 1116 (internal quotation marks omitted).

E. PLAINTIFFS ARE ENTITLED TO A POST-JUDGMENT ASSET RESTRAINT, THE TRANSFER OF DEFAULTING DEFENDANTS' FROZEN ASSETS AND POST-JUDGMENT INTEREST ON DEFAULTING DEFENDANTS' FROZEN ASSETS

Plaintiffs respectfully submit that the Court should provide a post-judgment continuance of the pre-judgment asset restraint imposed on Defaulting Defendants by the TRO and extended through the PI Order because it is necessary to preserve Plaintiffs' right to the relief sought in the Complaint, including an equitable accounting. The Second Circuit expressly affirmed the Court's authority to freeze counterfeiters' assets as a matter of equity and "in favor of plaintiffs seeking an accounting against allegedly infringing defendants in Lanham Act cases" – whether such assets are located in the United States or abroad, and "impos[ed] on a defendant the obligation to disclose and return profits." *Gucci Am. Inc. v. Bank of China*, 768 F.3d 122, 131-32, 137-38 (2d Cir. 2014).

Pursuant to this Court's inherent equitable powers and N.Y. C.P.L.R. § 5222, as incorporated by Fed. R. Civ. P. 69, this Court regularly grants post-judgment assets restraints. *Tiffany (NJ) LLC v. Forbse*, No. 11-cv-4976 (NRB), 2015 US Dist. LEXIS 129647, at *10-11 (S.D.N.Y. Sep. 22, 2015). In *Forbse*, the Court ordered a post-judgment asset restraint against the defendants who engaged in counterfeiting activities in reliance on both the Court's equitable powers and state law, notwithstanding the Court's award of statutory damages. *Id*. at *9-11. The Court held that, "[t]he asset restraint should remain in place in order to prevent the very harm initially contemplated by the preliminary injunction, just as, analogously, a prejudgment attachment, issued pursuant to New York law and Rule 64 against a defendant seeking to evade enforcement of a possible judgment by secreting property, continues (absent vacatur, modification, or discharge) after the entry of judgment." *Id*. at 10-11.

As demonstrated by *Forbse*, post-judgment asset restraints entered to aid in the enforcement of a judgment, ensure the availability of relief under the Lanham Act and prevent

defendants who have defaulted in similar cases from disposing of their assets upon entry of final judgment. *Id*. Such restraints are particularly necessary and entered in cases like the instant Action where Defaulting Defendants' complete failure to participate in the Action or comply with discovery made any calculation on Plaintiffs' claim for an accounting impossible. *Id*. at 8, 10-11. Here, there remains a significant risk that Defaulting Defendants will dispose of, transfer and/or hide all assets to which Plaintiffs may be entitled if Defaulting Defendants' Frozen Assets do not remain frozen post-judgment. (Wolgang Dec., ¶ 13.) As the uncontroverted evidence demonstrates, Defaulting Defendants are foreign individuals or entities that have engaged in counterfeiting and infringing activities. (Complaint, Ex. D.) They have failed to answer or otherwise formally appear in this Action or comply with the expedited discovery ordered in the TRO and PI Order. (Chung Aff., ¶¶ 25-26.) Moreover, Defaulting Defendants are highly likely to dispose of, transfer and/or hide their ill-gotten Defaulting Defendants' Frozen Assets from Defaulting Defendants' Frozen Financial Accounts. (Wolgang Dec., ¶ 13.) This risk is not lessened by entry of judgment, but likely elevated. *Forbse*, 2015 US Dist. LEXIS 129647, at *10 ("[T]he need for the injunction is clear: without this relief, defendants would have available a fourteen-day window in which to hide their assets" and "[t]he risk that they might do so, which in part justified the preliminary injunction, is not lessened by entry of judgment."). Accordingly, Plaintiffs respectfully request that the post-judgement asset restraint be entered immediately and continue, at a minimum, until Plaintiffs may enforce and satisfy the final judgments entered by this Court against Defaulting Defendants.

Additionally, "in accordance with Fed. R. Civ. P. 64, 15 U.S.C. § 1116(a) and this Court's inherent equitable powers to issue remedies ancillary to its authority to provide final relief," Plaintiffs respectfully request that the Court order Defaulting Defendants' Frozen Assets and

Defaulting Defendants' Frozen Accounts, be transferred to Plaintiffs as partial or complete satisfaction of the damages awarded to Plaintiffs by the Court. *Gucci Am., Inc. v. Curveal Fashion*, No. 09 Civ. 8458 (RJS), 2010 U.S. Dist. LEXIS 5831, at *15 (S.D.N.Y. Jan. 20, 2010); *see also Spin Master Ltd. v. Alan Yuan's Store*, 325 F. Supp. 3d 413, 427-428 (S.D.N.Y. 2018) (the Hon. Denise L. Cote held in an analogous counterfeiting case that, in addition to keeping in place the asset restraint imposed at the outset of the litigation, the plaintiff was "entitled to the transfer of the frozen assets to the plaintiffs as full or, when relevant, partial satisfaction of the damages award") and *AW Licensing, LLC*, 15-cv-1373-KBF, 2016 US Dist. LEXIS 101150, at *19-20 (same).[7] Further, and pursuant to 28 U.S.C. § 1961(a), Plaintiffs respectfully request that until such time as Plaintiffs have fully recovered the entire judgment from each Defaulting Defendant, this Court order that post-judgment interest accrue against any remaining balance after Defaulting Defendants' Frozen Assets are transferred to Plaintiffs as part of this judgment.

[7] *See also*, *e.g., 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 Prods. 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 Prods. Corp. v. 29shyans2012, et al.,* 18-cv-6266 (AT), Dkt. No. 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); *Ideavillage Prods. Corp. v. Bling Boutique Store, et al.,* No. 16-cv-9039 (KMW), Dkt. 92 (S.D.N.Y. July 24, 2018); *Allstar Marketing Group, LLC v. _GB Housewear Store, et al.,* No. 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.,* No. 17-cv-4884 (KPF), Dkt. 38 (S.D.N.Y. June 28, 2018); *JLM Couture, Inc. v. Aimibridal, et al.,* No. 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 Prod.s 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 Prods. Corp. v. Chinafocus, et al.,* No. 17-cv-3894 (RA), Dkt. 50 (S.D.N.Y. Feb. 9, 2018); *Ontel Prods. 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.,* No. 17-cv-1840 (KPF), Dkt. 65 (S.D.N.Y. Sept. 13, 2017); *Ontel Prods. Corp. v. Airbrushpainting Makeup Store, et al.,* No. 17-cv-871 (KBF), Dkt. 40 (S.D.N.Y. June 29, 2017); *Belstaff Grp. SA v. Doe*, No. 15-cv-2242 (PKC) (MHD), 2015 U.S. Dist. LEXIS 178124, at *10 (S.D.N.Y. June 18, 2015) and *Tory Burch LLC v. Yong Sheng Int'l Trade Co.*, No. 10 Civ. 9336 (DAB), 2011 U.S. Dist. LEXIS 158882, at *8 (S.D.N.Y. May 13, 2011).

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Plaintiffs' Motion for Default Judgment and a Permanent Injunction in its entirety.

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Respectfully submitted,

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