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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,	**18-cv-10524 (LGS) (KNF)**

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,

Defendants

PLAINTIFFS' PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

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, Huashaoshot, Huaxiawaimaoshang, Jahurto, Jasonstore1, juziEjia, kaixuanxiaorenjia, Keep going, Lostiu8, maisystore001, maomao1608@163.com, Mikeqyq, MOMTUTUS, Mr. P, Mr.Zxx, MRY_Store, NewMerchantFashion, qiqiyanyan, Qomxzhk, Renderingyou, Shenzhenyiweikejiyouxiangongsi,	N/A

	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	
Sealing Order	Order to Seal File entered on November 13, 2018	1
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 Plaintiff's 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. ("ContextLogic"), 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 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	N/A

	associated with Defendants, their respective officers, employees, agents, servants and all other persons in active concert with any of them	
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 and/or Infringing 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 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	N/A
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
Wish Discovery	The supplemental report identifying Defendants' Infringing Product Id, Merchant Id, Merchant Real Person Name, Email Address, Physical Address, Product Lifetime Units Sold and Product Lifetime GMV, provided by counsel for ContextLogic to Plaintiffs' counsel pursuant to the expedited discovery ordered in both the TRO and PI Order	N/A
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	40 - 43
Chung DJ Aff.	Affidavit by Andrew Sup Chung in Support of Plaintiffs' Motion for Default Judgment	N/A
Show Cause Hearing	April 11, 2019 Show Cause Hearing on why default judgment and a permanent injunction should not be entered against Defaulting Defendants	N/A
Default Judgment Order	April 11, 2019 Order granting default judgment in favor of Plaintiffs and Plaintiffs' request for a permanent injunction	56
Scheduling Order	Scheduling Order for Damages Inquest entered on April 17, 2019	58
Yamali Inquest Aff.	Affidavit of Danielle S. Yamali in support of Plaintiffs' Request for Statutory Damages	TBD

TO THE HONORABLE KEVIN NATHANIEL FOX:

Pursuant to the Scheduling Order, Plaintiffs, by and through their undersigned counsel, hereby respectfully submits their Proposed Findings of Fact and Conclusions of Law in connection with their Motion for Default Judgment and Permanent against Defaulting Defendants in the above-referenced case.[1]

I. FINDINGS OF FACT

A. Spin Master's Business and Their Twisty Petz Products

1. Plaintiffs are part of a large, multinational toy and entertainment company started in 1994 that designs and sells innovative children's lifestyle products and toys under their own 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. Complaint at ¶ 7.

2. Plaintiffs sell their Spin Master Products throughout the U.S. and the world through major retailers, quality toy stores, department stores and online marketplaces, including, but not limited to, Walmart, Toys R Us, Target, Kohl's and Amazon.com. *Id*. at ¶ 8.

3. In addition, Plaintiffs sell their Spin Master Products directly through Plaintiffs' website, available at www.shop.spinmaster.com, as well as through their websites dedicated to the individual Spin Master Products. *Id*. at ¶ 9.

4. One of Plaintiffs' most recent and successful Spin Master Products is Twisty Petz, which are bejeweled pets that transform into sparkly bracelets, necklaces or backpack accessories with a few simple twists. There are over 70 types of Twisty Petz to collect, ranging from Leona Lion to Pearly Puppy to Zaggy Zebra and more. *Id*. at ¶ 10, see Exhibit A to the Complaint.

[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.

5. Twisty Petz has been named one of the "hottest toys for 2018" by the *New York Post* and was included in *Amazon's 2018 Holiday Toy List*. The Twisty Petz Products are predicated to sellout and become impossible to find due to its popularity. *Id*. at ¶ 11.

6. The Twisty Petz Products retail from $5.99 (individual) to $14.99 (set of three). *Id*. at ¶ 12.

7. While Spin Master has gained significant common law trademark and other rights in their Twisty Petz Products through their extensive use, advertising and promotion, Spin Master has also protected their valuable rights by filing for and obtaining a federal trademark registration. *Id*. at ¶ 13.

8. Spin Master is the owner of U.S. Trademark Registration No. 5,514,561 for "TWISTY PETZ" for a variety of goods in Class 28. *Id*. at ¶ 14.

9. The Twisty Petz Mark is currently in use in commerce in connection with the Twisty Petz Products. The constructive date of first use based on Plaintiffs' federal trademark registration for their Twisty Petz Mark is at least as early as February 17, 2018. *Id*. at ¶ 15.

10. In addition, Spin Master owns both registered and unregistered copyrights in and related to the Twisty Petz Products. *Id*. at ¶ 16.

11. Spin Master has protected their valuable rights by filing and obtaining a U.S. copyright registration in and relating to the packaging of the Twisty Petz Products. For example, Spin Master is the owner of U.S. Copyright Registration No. VA 1-305-408, covering the Twisty Petz Packaging Artwork & Collectors' Guides, as well as numerous common law copyrights. *Id*. at ¶ 17.

12. Plaintiffs have spent substantial time, money and effort in building up and developing consumer recognition, awareness and goodwill in their Twist Petz Products, Twisty Petz Mark and Twisty Petz Work. *Id*. at ¶ 18.

13. The success of the Twisty Petz Products is due in large part to Plaintiffs' marketing, promotion and distribution efforts. These efforts include, but are not limited to, the advertising and promotion of the Twisty Petz Products through Plaintiffs' website entirely dedicated to the Twisty Petz Products, http://www.twistypetz.com, nationwide television advertising campaigns for the Twisty Petz Products, print and internet-based advertising and publicity for the Twisty Petz Products, placement of the Twisty Petz Products at dozens of authorized major retail outlets, both domestically and abroad and Plaintiffs' participation in trade shows. *Id*. at ¶ 19.

14. Plaintiffs' success is also due to their use of high quality materials and processes in making the Twisty Petz Products. *Id*. at ¶ 20.

15. Additionally, Plaintiffs owe a substantial amount of the success of the Twisty Petz Products to their consumers and word-of-mouth buzz that their consumers have generated. *Id*. at ¶ 21.

16. Plaintiffs' efforts, the quality of Plaintiffs' products, their marketing, promotion and distribution efforts and the word-of-mouth buzz generated by their consumers have made the Twisty Petz Mark, Twisty Petz Work and Twisty Petz Products prominently placed in the minds of the public. Members of the public and retailers have become familiar with Plaintiffs' Twisty Petz Mark, Twisty Petz Work and Twisty Petz Products, and have come to associate them exclusively with Spin Master. Plaintiffs have acquired a valuable reputation and goodwill among the public as a result of such association. *Id*. at ¶ 22.

17. Plaintiffs have gone to great lengths to protect their interests to the Twisty Petz Products, Twisty Petz Mark and Twisty Petz Work. No one other than Spun Master and their authorized licensees and distributors is authorized to manufacture, import, export, advertise, offer for sale, or sell any goods utilizing the Twisty Petz Mark or Twisty Petz Work without the express permission of Spin Master. *Id*. at ¶ 23.

B. Defaulting Defendants' Unlawful Counterfeiting and Infringing Conduct

18. 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, among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York. (Wolgang Dec., ¶ 3.)

19. As reflected in other litigation involving third-party merchants offering for sale and selling infringing and/or counterfeit products on Wish, an astronomical number of counterfeit and infringing products are sold and/or offered for sale on Wish at rampant rates. *Id*., ¶ 9.

20. Defendants, including Defaulting Defendants, conduct business in the U.S. and other countries by means of their User Accounts and on their Merchant Storefronts on Wish. *Id.*, ¶¶ 3, 18-19; Harrs Dec., ¶¶ 22-23 and Arnaiz Dec., ¶¶ 4, 6.

21. Spin Master retained NAL, a company that provides trademark infringement research services 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., ¶ 4; Harrs Dec., ¶ 21 and Wolgang Dec., ¶ 16.)

22. Without Spin Master's authorization, Defaulting Defendants sold Counterfeit Products on Wish. (Arnaiz Dec., ¶¶ 6-10, Ex. A; Chung DJ Aff., ¶ 28, Ex. E.)

23. As previously determined by this Court in its entrance of the TRO and PI Order,

this Court has both subject matter jurisdiction and personal jurisdiction over Defaulting Defendants. (Dkts. 4 and 56.)

C. Relevant Procedural History

24. On November 13, 2018, Plaintiffs filed this action against Defendants, including Defaulting Defendants for trademark infringement and counterfeiting of Plaintiffs' federally registered trademark, copyright infringement of Plaintiffs' federally registered copyright, false designation of origin and unfair competition and related state and common law claims. (Dkt. 7). Plaintiffs moved *ex parte* for an order to seal file, a temporary restraining order, an order restraining assets and Merchant Storefronts, an order to show cause why a preliminary injunction should not issue, an order authorizing bifurcated and alternative service and an order authorizing expedited discovery. (Dkts. 13-16.)

25. On November 13, 2018, the Court granted Plaintiffs' Application and entered the TRO.

26. The TRO required Defendants to appear on November 27, 2018 at the PI Show Cause Hearing.

27. The TRO also specifically provided for the following alternative methods of service of the Summons, Complaint, TRO and all documents filed in support of Plaintiffs' Application on Defendants: 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.

28. On November 20, 2018, after receiving and analyzing ContextLogic's initial discovery responses, Plaintiffs served copies of the TRO together with the Summons and Complaint and all papers filed in support of Plaintiffs' Application on each and every Defendant, including Defaulting Defendants, pursuant to the methods of alternative service authorized by the TRO. (Dkt. 18.)

29. On November 27, 2018, Plaintiffs appeared at the PI Show Cause Hearing on why a preliminary injunction should not issue, however, no Defendants appeared. (November 27, 2018 Minute Entry.)

30. 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. (Dkt. 4.)

31. On the same day, November 28, 2018, pursuant to the alternative methods of service authorized in both the TRO and PI Order, Plaintiffs served each and every Defaulting Defendant, among other Defendants, with the PI Order. (Dkt. 5.)

32. On December 12, 2018, the Court issued an Order scheduling the Initial Pretrial Conference for January 24, 2019 and directing Plaintiffs to move for default judgment if Defendants failed to appear seven calendar days prior to the Initial Pretrial Conference. (Dkt. 21.)

33. On January 17, 2019, Plaintiffs requested an entry of default against Defaulting Defendants from the Clerk of the Court. (Dkts. 28 – 29.)

34. On the same day, January 17, 2019, the Clerk of the Court entered a Certificate of Default against Defaulting Defendants. (Dkt. 30.)

35. On January 18, 2019 the Court granted Plaintiffs' request to adjourn the Initial Pretrial Conference and ordered Plaintiffs to move for default judgment by February 13, 2019. (Dkt. 31.)

36. On January 28, 2019, Plaintiffs requested an extension of time to file their Motion for Default Judgment until March 13, 2019, which the Court granted on January 29, 2019. (Dkts. 32-33.)

37. On March 13, 2019, Plaintiffs filed their Motion for Default Judgment against Defaulting Defendants. (Dkt. 40 – 43).

38. Thereafter, on March 14, 2019, the Court entered the Order to Show Cause why default judgment and permanent injunction should not be entered against Defaulting Defendants. (Dkt. 45.)

39. In addition to ordering Defaulting Defendants to show cause why default judgment and a permanent injunction should not issue on April 11, 2019 at 10:40 a.m., the Order also directed Plaintiffs to serve Defaulting Defendants with the Order and Plaintiffs' OSC Papers by March 19, 2019. *Id.*

40. On March 14, 2019, pursuant to the methods of alternative service authorized by both the TRO and PI Order and pursuant to the terms of the OSC, Plaintiffs served each and every Defaulting Defendant with the OSC and OSC Papers, except Defaulting Defendants happystore99, magic Curry and kristinecottrell. (Dkt. 52.)

41. On April 11, 2019, Plaintiffs appeared for the Show Cause Hearing, at which no Defendants appeared. (April 11, 2019 Minute Entry.)

42. Thereafter, on April 11, 2019, subsequent to the Show Cause Hearing, the Court entered two orders. (Dkts. 55, 56.)

43. First, the Court entered an order referring the case to Magistrate Judge Kevin Nathaniel Fox for an Inquest After Default/Damages Hearing. (Dkt. 55.)

44. Second, the Court entered an order granting default judgment in favor of Plaintiffs against Defaulting Defendants and Plaintiffs' request for a permanent injunction. (Dkt. 56.)

45. On April 17, 2019, the Court issued a Scheduling Order for Damages Inquest. (Dkt. 58.)

46. On May 6, 2019, Plaintiffs requested an extension of time to make its inquest submission. (Dkt. 59).

47. On the same day, May 6, 2019, the Court issued an Order granting Plaintiffs' request, and extended the time for all parties to make their respective inquest submission by 14 days and directing Plaintiffs to serve Defaulting Defendants with the May 6, 2019 Order. (Dkt. 60.)

48. On May 7, 2019, pursuant to the alternative method of service authorized in both the TRO and PI Order, Plaintiffs served each and every Defaulting Defendant with the May 6, 2019 Order, except Defaulting Defendant yehudieye. (Dkt. 61.)

49. Thereafter, on May 10, 2019, the Court issued an Order directing Plaintiffs to comply with the May 6, 2019 Order (Dkt. 60) by 1) serving the Defendants with the same; and 2) filing proof of service with the Clerk of the Court. (Dkt. 62.)

50. Thereafter, on May 16, 2019, Plaintiffs filed a letter motion requesting continued authorization of alternative service. (Dkt. 64.)

D. Plaintiffs' Damages

51. Although Plaintiffs properly effected service of the Summons and Complaint and all other documents supporting their Application on Defaulting 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 Plaintiffs of the ability to confirm whether or not Defaulting Defendants have ceased manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products. (Chung DJ Aff., ¶26.)

52. Also due to Defaulting Defendants' defaults, Plaintiffs were unable to engage in any meaningful discovery with Defaulting Defendants regarding the scope of their sales, profits and costs, among other discoverable issues. *Id.*, ¶ 27.

53. To date, the only discovery Plaintiffs were able to obtain regarding Defaulting Defendants' sales, profits and costs was produced by a third-party, ContextLogic. The Wish Discovery 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.*, ¶ 28 – 29.

54. In the experience of Plaintiffs' counsel, it is usual and customary for counterfeiters, such as Defaulting Defendants, to sell across multiple e-commerce platforms. *Id.*, ¶ 30.

55. 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 of Counterfeit Products. *Id.*, ¶ 31.

56. Consequently, the number of sales of Counterfeit Products made by Defaulting Defendants as identified in the Wish Discovery are the lowest possible number of sales. In other words, it is likely that Defaulting Defendants' sales of Counterfeit Products are higher than what has been identified through the limited discovery Plaintiffs were able to obtain. *Id.*, ¶ 32.

57. The statutory damages requested by Plaintiffs are based upon a combined analysis of the following: 1) the Wish Discovery, which show the number of sales of Counterfeit Products made by Defaulting Defendants on Wish and 2) Defaulting Defendants' wrongful use of the Twisty Petz Mark and Twisty Petz Work. (Yamali Inquest Aff., ¶ 15.)

58. A true and correct chart detailing each and every Defaulting Defendants' 1) number of sales of Counterfeit Products on Wish as identified in the Wish Discovery and 2) a brief discussion of Defaulting Defendants' wrongful use of the Twisty Petz Mark and/or Twisty Petz Work is attached hereto as **Exhibit A**.

59. No part of the judgments sought by Plaintiffs against each Defaulting Defendants have been paid to Plaintiffs by any Defaulting Defendants.

II. CONCLUSIONS OF LAW

A. Defendants Acted Willfully

60. 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).

61. Such knowledge may be actual or constructive and may be inferred from defendant's conduct rather than proven directly. *N.A.S. Import Corp. v. Alentino, Ltd.*, 968 F.2d 250, 252 (2d Cir. 1992).

62. 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).

63. Although additional analysis is therefore not necessary due to Defaulting Defendants' failure to appear in this action, Defaulting Defendants' willfulness is apparent for the following reasons.

64. First, the Counterfeit Products contain marks and/or artwork that are identical to Plaintiffs' Twisty Petz Mark and Twisty Petz Work. Ex. D to the Complaint; *see Coach, Inc. v. Melendez*, 10-cv-6178 (BSJ) (HBP), 2011 U.S. Dist. LEXIS 116842, at 5 (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.").

65. Second, the undisputed evidence shows that none of the Counterfeit Products sold by Defaulting Defendants were purchased from Plaintiffs. (Harrs Dec., ¶ 24.) *See also Bambu Sales, Inc. v. Ozak Trading, Inc.*, 58 F.3d 849, 854 (2d Cir. 1995) (defendants found 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. April 23, 2004) (quoting *Gucci America, Inc. v. Daffy's Inc.*, 354 F.3d 228, 245 (3d Cir. 2003) ("'Selling products acquired outside the customary chain of retail distribution and without the usual authenticating documentation' is a 'high risk business.'").

B. Plaintiffs' Entitlement to Heightened Statutory Damages

66. "[A] party's default is deemed to constitute a concession of all well pleaded allegations of liability," yet "it is not considered an admission of damages." *Greyhound*, 973 F.2d at 158.

67. Thus, "a court must conduct an inquest in order to determine the amount of damages with reasonable certainty." *Four Green Fields LLC v. Agave Mexican & Am. Grill, Inc.*, 2016 U.S. Dist. LEXIS 165533, *6 (S.D.N.Y. Nov. 29, 2016).

68. In making such an inquest, the Court is charged with "determining the proper rule for calculating damages on such a claim, and assessing plaintiff's evidence supporting the damages to be determined under this rule." *Tiffany (NJ) Inc. v. Luban*, 282 F. Supp. 2d 123 (S.D.N.Y. 2003)

(citing *Credit Lyonnais Securities (USA) v. Alcantara*, 183 F.3d 151, 152 (2d Cir. 1999)).

69. The damages awarded "must not differ in kind from, or exceed in amount, what is demanded in the pleadings." Fed. R. Civ. P. 54(c).

70. 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) and 17 U.S.C. § 504(c).

71. 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).

72. Congress enacted the statutory damages remedy in trademark counterfeiting cases because evidence of a counterfeiter's profits in such cases 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.*, 2014 U.S. Dist. LEXIS 79005, at *41-42 ("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.").

73. 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.

74. In determining statutory damages awards under Section 1117(c) of the Lanham Act, courts have adopted the following factors used for determining statutory damages 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 511 (quoting *Fitzgerald Publishing Co., Inc. v. Baylor Publishing Co.*, 807 F.2d 1110, 1117 (2d Cir. 1986)); *see also 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.").

75. 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 Twisty Petz Work, or assess any revenues lost by Plaintiffs as a result of Defaulting Defendants' infringing and counterfeiting activities. (Chung DJ Aff., ¶¶ 27-32.) Thus, these three factors support generally higher statutory damages award for Plaintiffs. *AW Licensing, LLC v. Bao*, No. 15-CV-1373, Dkt. 64 (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 Defaulting Defendants' User Accounts and Merchant Storefronts in this Action).

76. 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 their Twisty Petz Products have 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. (Harrs Dec., ¶¶ 14-18.) By virtue of the foregoing, Plaintiffs amassed enormous value in their Twisty Petz Mark and Twisty Petz Work, and the Twisty Pets Mark and Twisty Petz Work identify Plaintiffs as the exclusive source of the Twisty Petz Products to which they are applied. *Id*.

77. The remaining factors further 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.

78. 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. 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. (Chung DJ Aff., ¶ 27.)

79. Plaintiffs' respectful requests for statutory damages are based upon a combined analysis of the following: 1) the Wish Discovery, which shows the number of sales of Counterfeit Products made by each Defaulting Defendant on Wish and 2) each Defaulting Defendants'

wrongful use of the Twisty Petz Mark and/or Twisty Petz Work. (Yamali Inquest Aff., ¶¶ 17-21, Exs. D, E.)

Given that 15 U.S.C. § 1117(c) 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,"

Plaintiffs respectfully seek individual statutory damages awards pursuant to 15 U.S.C. § 1117(c), plus post-judgment interest calculated pursuant to the statutory rate, for a total of seventeen million six hundred twenty-five thousand dollars ($17,625,000.00), as follows:

a. an award of $50,000.00 in statutory damages against the following fifty-two (52) Defaulting Defendants, totaling $2,600,000.00: 18888236883@136.com, Altay, angelcityer, bamboo001, caoping, dandanxiaowu, Diamond boutique, Fella, giftshop2017, guandonghuatai, huashaoshot, Jahurto, Jasonstore1, juziEjia, maisystore001, Mikeqyq, MRY_Store, NewMerchantFashion, qiqiyanyan, shenzhenyiweikejiyouxiangongsi, siermaoyiyouxiangongsi, smallsmallworld, threeqiaoway, Utopia1973, wangjuhua11365, XZH, yehudieye, YOUR FASHION JEWELRY, Yquan, zhenpinhui, global-spirit, yekaiqiang, youyoushanxi, zhenzhen-fashion, MOMTUTUS, qomxzhk, Keep going, maomao1608@163.com, zhangdongyue, fhijhcf, kaixuanxiaorenjia, 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;

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, for a total of two hundred thousand dollars ($200,000.00),

as follows:

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; (Yamali Inquest Aff., ¶ 19, Ex. E.)

80. 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*., 2006 U.S. Dist. LEXIS 76543, at *6 (S.D.N.Y. Feb. 27, 2006).

81. In this district, even where there was no concrete information about the defendants' actual sales figures and profits, Courts have not hesitated to award higher statutory damages in favor of plaintiffs. *See, e.g., Pitbull Prods., Inc. v. Universal Netmedia, Inc.,* No. 07 Civ. 1784 (RMR) (GWG), 2007 U.S. Dist. LEXIS 82201, at *10–*11(S.D.N.Y. Nov. 7, 2007) (awarding plaintiff $250,000.00 per mark for two marks where defendant's conduct was willful and defendant's default "left the Court with no information as to any of the factors relating to the defendants' circumstances," and noting that "Courts have awarded similar damages in other cases in which there was little information as to the defendants' infringement"); *Rodgers v. Anderson*, No. 04 Civ. 1149 (RJH) (AJP), 2005 U.S. Dist. LEXIS 7054, at *8 (S.D.N.Y. Apr. 26, 2005) (awarding $250,000.00 and noting that the amount "is consistent with (indeed, lower than) awards in similar cases," and citing cases); *see also All-Star Mktg. Grp., LLC v. Media Brands Co.*, 775 F. Supp. 2d 613, 624-25 (S.D.N.Y. 2011) (collecting cases awarding between $25,000.00 and $250,000.00 per mark). Awards of $1,000,000.00 and higher have been granted to plaintiffs in similar matters before this Court. *See, e.g., Louis Vuitton Malletier & Oakley, Inc. v. Veit*, 211 F. Supp. 2d 567, 584 (S.D.N.Y. 2002) (awarding $1,000,000 in statutory damages for defendant's

infringement of six Louis Vuitton marks, where the record contained no evidence of defendants' sales, nor the number of hits the website received); *Rolex Watch U.S.A., Inc. v. Brown*, No. 01 Civ. 9155 (JGK) (AJP), 2002 U.S. Dist. LEXIS 10054, at *8-9 (S.D.N.Y. June 5, 2002) (where the Defendant sold 10,000 counterfeit watches, the Court found $1,000,000 in statutory damages to be appropriate and sufficient).

82. Further, Plaintiffs respectfully submit that the statutory damages requested are the minimum recoverable damages in this case. While Plaintiffs could have requested the statutory maximum of $2,000,000.00 per counterfeit mark, they instead respectfully ask that the Court award them the reasonable tiered amount against each Defaulting Defendant. Here, the tiered requests for statutory damages, ranging from $50,000.00 to $2,000,000.00, are within the range of awards granted by courts in this district in similar circumstances.

C. Plaintiffs' Entitlement to a Post-Judgment Asset Freeze, the Transfer of Defaulting Defendants' Frozen Assets and Post-Judgment Interest

83. A post-judgment continuance of the pre-judgment asset restraint previously imposed on Defaulting Defendants and third-parties by this Court in the issuance of the TRO and extended by the PI Order is appropriate pursuant to the law of this Circuit and as a matter of equity.

84. As this Court acknowledged, the Second Circuit expressly affirmed this Court's authority to freeze counterfeiters' assets "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 (2d Cir. 2014).

85. Moreover, this Court has repeatedly granted post-judgment asset restraints to aid in the enforcement of a judgment, ensure the availability of relief under the Lanham Act or otherwise and prevent defendants who have defaulted in similar cases from disposing of their assets upon

entry of final judgment pursuant to: 1) its inherent equitable powers and 2) Section 5222 of the CPLR, as incorporated by Fed. R. Civ. P. 69, particularly where, as here, Defaulting Defendants' complete failure to participate in the action or comply with discovery made any calculation on Plaintiffs' claim for an accounting impossible. *Tiffany (NJ) LLC v. Forbse*, 11-cv-4976 (NRB), 2015 US Dist. LEXIS 129647, at *10-11 (S.D.N.Y. Sep. 22, 2015).

86. Most recently, 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, concluding 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." US Dist. LEXIS 129647, at *10-11 (internal citations omitted).

87. Similarly, since Plaintiffs have demonstrated that Defaulting Defendants are foreign individuals or entities that have engaged in counterfeiting and infringing activities and failed to answer or otherwise formally appear in this action, or to comply with the expedited discovery ordered in the TRO and PI Order, and are highly likely to dispose of, transfer and/or hide their ill-gotten Defendants' Frozen Assets, 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. This risk is not lessened by entry of judgment, but likely elevated. *Forbse*, 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.”).

88. Moreover, 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, Plaintiff respectfully requests that the Court order that Defaulting Defendants’ Assets from Defaulting Defendants’ Financial Accounts that were and/or are attached and frozen or restrained pursuant to the TRO and PI Order, or any future order entered by the Court in this Action, including, but not limited to, those Defaulting Defendants’ accounts attached and frozen or restrained by the Financial Institutions be transferred to Plaintiffs as partial or complete satisfaction of the damages awarded to Plaintiffs by the Court.

89. In similar actions involving counterfeiting defendants, this Court has regularly ordered that all monies or assets in any accounts associated with or utilized by the defendants, both previously restrained and newly discovered, be released and transferred to the plaintiff in satisfaction of the damages awarded in the case until the plaintiff has recovered the full amount owed. *See, e.g.*, *AW Licensing, LLC*, 2016 US Dist. LEXIS 101150, at *19-20.

90. Further, and pursuant to 28 U.S.C. § 1961(a), Plaintiffs respectfully requests 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 the Defaulting Defendants’ Frozen Assets are transferred to Plaintiffs as part of this judgment.

91. Such “[i]nterest shall be allowed on any money judgment in a civil case recovered in a district court”, 28 U.S.C. § 1961(a), and shall be calculated pursuant to the statutory rate. *Id.*; *Enron Power Marketing v. Nevada Power Co.*, 2004 U.S. Dist. LEXIS 20351, *21 (S.D.N.Y. Oct. 12, 2004) (internal citation omitted).

III. CONCLUSION

92. Plaintiffs respectfully seek individual statutory damages awards pursuant to 15 U.S.C. § 1117(c), plus post-judgment interest calculated pursuant to the statutory rate, for a total of seventeen million six hundred twenty-five thousand dollars ($17,625,000.00), as follows:

a. an award of $50,000.00 in statutory damages against the following fifty-two (52) Defaulting Defendants, totaling $2,600,000.00: 18888236883@136.com, Altay, angelcityer, bamboo001, caoping, dandanxiaowu, Diamond boutique, Fella, giftshop2017, guandonghuatai, huashaoshot, Jahurto, Jasonstore1, juziEjia, maisystore001, Mikeqyq, MRY_Store, NewMerchantFashion, qiqiyanyan, shenzhenyiweikejiyouxiangongsi, siermaoyiyouxiangongsi, smallsmallworld, threeqiaoway, Utopia1973, wangjuhua11365, XZH, yehudieye, YOUR FASHION JEWELRY, Yquan, zhenpinhui, global-spirit, yekaiqiang, youyoushanxi, zhenzhen-fashion, MOMTUTUS, qomxzhk, Keep going, maomao1608@163.com, zhangdongyue, fhijhcf, kaixuanxiaorenjia, 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;

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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, for a total of two hundred thousand dollars ($200,000.00), as follows:

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;

2) a post-judgment asset restraining order and 3) an order authorizing the release and transfer of Defaulting Defendants' Frozen Assets to satisfy the damages awarded to Plaintiffs.

Dated: May 22, 2019

Respectfully submitted,

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EXHIBIT A

NO.	DEFAULTING DEFENDANT	DEFAULTING DEFENDANTS' WRONGFUL USE OF PLAINTIFFS' TWISTY PETZ MARK AND TWISTY PETZ WORK IN THE UNDISPUTED EVIDENCE	NUMBER OF SALES OF COUNTERFEIT PRODUCTS AS IDENTIFIED IN CONTEXTLOGIC'S DISCOVERY RESPONSE	STATUTORY DAMAGES REQUESTED
1	tiancong135	One (1) infringing use of Plaintiffs' Twisty Petz Work. (Ex. D, 531.)	280	$50,000.00
2	Show You Now	One (1) infringing use of Plaintiffs' Twisty Petz Work. (Ex. D, 483.)	321	$50,000.00
3	Green Fashion	One (1) infringing use of Plaintiffs' Twisty Petz Work. (Ex. D, 203.)	995	$50,000.00
4	xinyudiyiyi	One (1) infringing use of Plaintiffs' Twisty Petz Work. (Ex. D, 603.)	3,629	$50,000.00
5	18888236883@136.com	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 11.)	0	$50,000.00
6	Altay	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 19.)	0	$50,000.00
7	angelcityer	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 27.)	0	$50,000.00
8	bamboo001	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 35.)	0	$50,000.00
9	caoping	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 43.)	0	$50,000.00
10	dandanxiaowu	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 59.)	0	$50,000.00
11	Diamond boutique	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 75.)	0	$50,000.00
12	Fella	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 139)	0	$50,000.00
13	giftshop2017	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 163.)	0	$50,000.00
14	guangdonghuatai	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 211.)	0	$50,000.00
15	huashaoshot	Three (3) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 235.)	0	$50,000.00
16	Jahurto	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 275.)	0	$50,000.00
17	Jasonstore1	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 283.)	0	$50,000.00
18	juziEjia	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 299.)	0	$50,000.00
19	maisystore001	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 363.)	0	$50,000.00
20	Mikeqyq	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 379.)	0	$50,000.00
21	MRY_Store	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 403.)	0	$50,000.00
22	NewMerchantFashion	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 419.)	0	$50,000.00
23	qiqiyanyan	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 443.)	0	$50,000.00
24	shenzhenyiweikejiyouxiangongsi	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 475.)	0	$50,000.00
25	smallsmallworld	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 507.)	0	$50,000.00
26	threeqiaoway	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 523.)	0	$50,000.00
27	Utopia1973	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 547.)	0	$50,000.00

28	wangjuhua11365	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 571.)	0	$50,000.00
29	XZH	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 635.)	0	$50,000.00
30	yehudieye	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 659.)	0	$50,000.00
31	YOUR FASHION JEWELRY	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 699.)	0	$50,000.00
32	Yquan	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 723.)	0	$50,000.00
33	zhenpinhui	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 763.)	0	$50,000.00
34	global-spirit	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 187.)	1	$50,000.00
35	yekaiqiang	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 667.)	1	$50,000.00
36	youyoushanxi	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 707.)	1	$50,000.00
37	zhenzhen-fashion	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 771.)	1	$50,000.00
38	MOMTUTUS	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 387.)	2	$50,000.00
39	qomxzhk	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 451.)	2	$50,000.00
40	Keep going	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 315.)	3	$50,000.00
41	maomao1608@163.com	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 371.)	3	$50,000.00
42	zhangdongyue	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 747.)	3	$50,000.00
43	fhijhcf	Three (3) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 147.)	4	$50,000.00
44	kaixuanxiaorenjia	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 307.)	5	$50,000.00
45	global_dawn	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 179.)	7	$50,000.00
46	siermaoyiyouxiangongsi	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 499.)	10	$50,000.00
47	YiHuiandYiHui	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 683.)	12	$50,000.00
48	Shenzhen Yinfa Technology LTD	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 467.)	13	$50,000.00
49	13385184960@163.com	Two (2) infringing uses of Plaintiff's Twisty Petz Mark. (Ex. D, 4.)	15	$50,000.00
50	Dumbledor shop	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 99)	17	$50,000.00
51	xyrstorekl	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 627.)	19	$50,000.00
52	Valuable	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 563.)	20	$50,000.00
53	Tomik18816764436	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 539.)	26	$50,000.00
54	fashiondofu	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 131.)	30	$50,000.00
55	wuli0014	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 587.)	33	$50,000.00
56	yiwu blue sky	Three (3) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 691.)	35	$50,000.00
57	huaxiawaimaoshang	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 243.)	51	$75,000.00

58	zhangxiaxiazhang	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 755.)	58	$75,000.00
59	xuanxuan636187	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 619.)	79	$75,000.00
60	Yangmingxiongdi	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 651.)	100	$100,000.00
61	Shu panpan wu shoushou	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 491.)	164	$150,000.00
62	dreamships	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 91.)	201	$200,000.00
63	Mr.Zxx	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 411.)	220	$200,000.00
64	Utopia2017	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 555.)	222	$200,000.00
65	guigiudedian	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 219.)	236	$200,000.00
66	xiongdistore	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 611.)	251	$250,000.00
67	congcong2	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 51.)	274	$250,000.00
68	Every day there will be a new sun	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 115.)	300	$300,000.00
69	YY6752SDD	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 739.)	331	$300,000.00
70	Fullusset	Two (2) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 155.)	550	$550,000.00
71	Godcup	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 195.)	648	$600,000.00
72	Renderingyou	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 459.)	1,139	$1,000,000.00
73	give your dream	Three (3) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 171.)	2,040	$1,000,000.00
74	Mr.P	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 395)	2,926	$1,000,000.00
75	dayingjial1256	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 67.)	5,820	$1,500,000.00
76	yeqirong	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 675.)	7,509	$1,500,000.00
77	wxxww	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 595.)	9,178	$1,500,000.00
78	Lostiu8	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 347.)	11,570	$2,000,000.00
79	yangliu248	One (1) infringing use of Plaintiffs' Twisty Petz Mark. (Ex. D, 643.)	12,900	$2,000,000.00
			62,255	$17,825,000.00