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*Moonbug Entertainment Limited and*  
*Treasure Studio Inc.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED and  
TREASURE STUDIO INC.,

*Plaintiffs*

v.

AKWUGFDFO1DDC, AMTIOPS, ANNE  
FRANKLIN, AUTBYWQ, BERSAICY US,  
BESTPARTY, BICLLCSDD YS, BUUAU,  
BUBALUIS, CA POP, CATTIE123,  
CECEBRACELST, CHANGLINGLI, CHAOZE,  
CHENGDUUSAISHUANGYOUJIE,  
CHENGDUUYUZHENGCONGGONGSI,  
DAFARWON, DERMIBEST, DUAXIN,  
DZYHKYMS, FENGUAS, FISHING COWBOY,  
FTSHOP-US, GOLDEN FLOWERPOT,  
GOMONNING, GROCERY STORE FULL OF  
SURPRISES, GROFFRY SPEN,  
GUANGZHOULUQINSHANGMAOYOUXIANG  
ONGSIO, HAOSHAOXIONG, HESHIZHU,  
HWOZOFAR, JAKE US, JIACHEN INDUSTRIAL  
(SHENZHEN) CO., LTD.,  
JILINSHENGGUMINGDIANZISHANGWUYOU  
XIANGONGSI, JINPO US, JONENLY, KAZUA-  
US, KULOLO, LANMELONS, LAXUA,

**CIVIL ACTION No.**  
**22-cv-5044 (PKC)**

**AFFIDAVIT OF DANIELLE S.  
FUTTERMAN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
DEFAULT JUDGMENT AND A  
PERMANENT INJUNCTION  
AGAINST DEFAULTING  
DEFENDANTS**

LUCKMERRY, MADING HORSE, MAKE.ANNI,  
MBVBN, MEIJUNDIAN, MIMILE111, MOCEJOE,  
MOON SHOP US, NUMOSE, NUORUNZHI,  
ONERBEST, PSBYTRD, QINOOU, REHALY,  
SASATEK, SHENGTANGDE, SHIJIE149,  
SHRUENDI, SUMMERTIME-SHOP,  
SUNKEELON, THUCI US, TOKYIA US DIRECT,  
WAJJIOE,  
WENCHANGSHILUOJIONGCANBAIHUO,  
WQFIRST,  
WUHANTENGMUMAOYIYOUXIANGONGSI,  
XINJIE DIRECT, XISHAPE, XUEHANG  
TRADING, XUZHIMIN77, YAZEBABY,  
YENUOCESHANG2011, YIMEII,  
YONGGUANDIANZISHANGWUYOUXIANGON  
GSI, YUNFEI US, YUSI-US, YUYUANB,  
ZHANGLIANGFUDEBEIMEIDIANPU, ZHI YI  
SHOP, ZHUSHANSHANDEBEIMEIDIANPU,  
ZIYOKO US and 合肥宽岱商贸有限公司1,

*Defendants*

**AFFIDAVIT OF DANIELLE S. FUTTERMAN<sup>1</sup>**

I, Danielle S. Futterman, hereby affirm as follows:

1. I am an associate attorney at Epstein Drangel, located at 60 East 42<sup>nd</sup> Street, Suite 1250, New York, New York 10165.

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

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

4. I represent Plaintiffs Moonbug Entertainment Limited and Treasure Studio Inc. in the above-referenced action against the above-captioned Defendants. As such, I am familiar with the facts and circumstances in this matter.

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

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

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

**I. NATURE OF PLAINTIFFS' CLAIMS**

8. Plaintiffs respectfully submit that the entry of default judgment against Defaulting Defendants is appropriate and seek the following relief against Defaulting Defendants: 1) the entry

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<sup>1</sup> Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Glossary in Plaintiffs' Memorandum of Law.

of final judgment and permanent injunction by default in order to prevent Defaulting Defendants from infringing Plaintiff's intellectual property rights in the future; 2) an award of Fifty Thousand U.S. Dollars (\$50,000.00) in statutory damages against each of the twenty-four (24) Defaulting Defendants pursuant to 15 U.S.C. § 1117(c) and/or 17 U.S.C. § 504(c), plus post-judgment interest calculated pursuant to the statutory rate; 3) service of an asset restraining notice pursuant to CPLR § 5222.<sup>2</sup>

## **II. PROCEDURAL HISTORY**

9. On June 16, 2022, Plaintiffs filed this action against Defendants for trademark infringement and counterfeiting of Plaintiffs' federally registered trademarks, copyright infringement of Plaintiffs' federally registered copyrights, false designation of origin, passing off and unfair competition and related state and common law claims. (Dkt. 10). Plaintiffs moved *ex parte* against Defendants for an order to seal file, a temporary restraining order, an order restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions, 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. 15-16).

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

11. On June 17, 2022, the Court granted Plaintiffs' Application and entered the TRO. A true and correct copy of the TRO is attached hereto as **Exhibit B**.

12. The TRO required Defendants to appear on June 29, 2022 at the PI Show Cause Hearing. (Ex. B).

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<sup>2</sup> Through this Motion for Default Judgment, in addition to permanent injunctive relief, Plaintiffs only seek damages for their First, Second and Fifth Causes of Action (Trademark Counterfeiting and Infringement and Copyright Infringement). Plaintiffs do not seek monetary relief in connection with the remaining causes of action pled in the Complaint or attorneys' fees.

13. The TRO also specifically provided for the following alternative methods of service of the Summons, Complaint, TRO and all documents filed in support of Plaintiffs' Application on Defendants: delivery of: i) PDF copies of the TRO together with the Summons and Complaint, or (ii) a link to a secure website (including NutStore.com, a large mail link created through Rmail.com and via website publication through a specific page dedicated to this Lawsuit accessible through [ipcounselorslawsuit.com](http://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 Amazon pursuant to Paragraph V(C) of the TRO.

14. On June 22, 2022, Plaintiffs filed a letter requesting to modify and extend the TRO. By Order dated the same day, June 22, 2022, the Court granted Plaintiffs' request, modifying the briefing schedule, extending the TRO and adjourning the Show Cause Hearing. ("June 22, 2022 Order").

15. On June 27, 2022, pursuant to the methods of alternative service authorized by the TRO, Plaintiffs served the Summons, Complaint, TRO, all documents filed in support of Plaintiffs' Application and the June 22, 2022 Order on each and every Defaulting Defendant. (Dkt. 21). A true and correct copy of the Certificate of Service regarding service of the Summons, Complaint and TRO on Defendants is attached hereto as **Exhibit C**.

16. As such, Defendants had until July 18, 2022 to answer the Complaint or move otherwise.

17. On February 7, 2023, the Court held a conference, at which time the Court directed Plaintiffs to file a Motion for Default Judgment against the twenty-four (24) Defaulting

Defendants<sup>3</sup> as Plaintiffs were unable to locate complete and accurate addresses for them. The Court stayed the action with respect to the remaining Defendants.

18. On March 7, 2023, Plaintiffs requested an entry of default against Defaulting Defendants from the Clerk of the Court. (Dkts. 26-27).

19. On the same day, March 7, 2023, the Clerk of the Court entered a Certificate of Default against Defaulting Defendants. (Dkt. 28). A true and correct copy of the Certificate of Default from the Clerk of the Court is attached hereto as **Exhibit D**.

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

### **III. DEFAULTING DEFENDANTS' DEFAULTS AND PLAINTIFFS' LACK OF DISCOVERY**

21. Although Plaintiffs properly effected service of the Summons, Complaint, TRO and all documents filed in support of their Application on all 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 Plaintiff of the ability to confirm whether or not Defaulting Defendants ceased manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products. (Exs. C, D).

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

23. Plaintiffs cannot determine Defaulting Defendants' profits, quantify any expenses that

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<sup>3</sup> Epstein Drangel believes it may have inadvertently advised the Court that it was unable to locate accurate and complete addresses for twenty-three (23) Defendants, however, the correct number should have been twenty-four (24) Defendants. The twenty-four (24) Defendants are correctly identified herein for the reasons set forth below.

Defaulting Defendants may have saved by counterfeiting or infringing Plaintiffs' CoComelon Marks and/or CoComelon Works or assess any revenues lost by Plaintiffs as a result of Defaulting Defendants' infringing and counterfeiting activities.

24. Plaintiffs are deprived of the ability to prove a specific amount of actual damages and instead elect to seek statutory damages under the Lanham Act and/or Copyright Act.

25. The statutory damages requested by Plaintiffs under the Lanham Act and/or Copyright Act are based upon the Defaulting Defendants' wrongful use(s) of the CoComelon Marks and/or CoComelon Works. Attached hereto as **Exhibit E** is a true and correct chart detailing: 1) each and every Defaulting Defendants' wrongful use(s) of the CoComelon Marks and/or CoComelon Works in the undisputed evidence and 2) the statutory damages requested by Plaintiffs.

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

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

**IV. PLAINTIFFS ARE ENTITLED TO A FINAL JUDGMENT BY DEFAULT AGAINST DEFAULTING DEFENDANTS**

28. 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).

29. As aforementioned, Plaintiffs have complied with Federal Rule of Civil Procedure 55(a). (Dkts. 26-28).

30. Therefore, Plaintiffs respectfully requests that the Court enter default judgment against each and every Defaulting Defendant that remains in this action.

**V. AN INQUEST INTO AN AWARD OF DAMAGES IS UNNECESSARY**

31. Plaintiffs respectfully submit that their requests for an award of statutory damages do not require the Court to conduct an evidentiary hearing.

32. Courts have awarded damages post-default without an evidentiary hearing based upon affidavits submitted by the plaintiff. *See, e.g., Ideavillage Products Corp. v. 666668, et al.*, No. 18-cv-6850-CM, Dkt. #65 (S.D.N.Y. Jan. 9, 2020); *Ideavillage Products Corp. v. Iyuyan1, et al.*, No. 18-cv-10000-NRB, Dkt. #72 (S.D.N.Y. Dec. 9, 2019); *WOW Virtual Reality, Inc. v. mineral\_sg, et al.*, No. 19-cv-5478-CM, Dkt. #61 (S.D.N.Y. Oct. 30, 2019); *WOW Virtual Reality, Inc. v. 1737515714, et al.*, No. 19-cv-5476-CM, Dkt. #53 (S.D.N.Y. Oct. 30, 2019); *Golden Goose Deluxe Brand d/b/a Golden Goose SpA v. Aierbushe, et al.*, No. 19-cv-2518-VEC, Dkts. 38-114 (S.D.N.Y. Oct. 17, 2019); *Spin Master Ltd. and Spin Master, Inc. v. 21CCN, et al.*, No. 18-cv-11086-RA, Dkt. #67 (S.D.N.Y. Sept. 6, 2019); *Intenze Products, Inc. v. 1586, et al.*, Case No. 18-cv-4611-NRB, Dkt. #102 (S.D.N.Y. Aug. 22, 2019); *Moose Toys Pty LTD, et al., v. 5.29864, et al.*, No. 18-cv-8479-GBD, Dkt. #75 (S.D.N.Y. Aug. 15, 2019); *Allstar Marketing Group, LLC v. 24x7, et al.*, No. 18-cv-9043-JSR, Dkt. #59 (S.D.N.Y. Aug. 1, 2019); *William Mark Corporation v. 1104520362, et al.*, No. 18-cv-6715-PAC, Dkt. #64 (S.D.N.Y. Jul. 27, 2019); *WOW Virtual Reality, Inc. v. 740452063 et al.*, Case No. 18-cv-3618-JFK, Dkt. #90 (S.D.N.Y. May 23, 2019); *Off-White LLC v. amazon001, et al.*, No. 19-cv-2067-JMF, Dkt. #34 (S.D.N.Y. May 17, 2019); *Ideavillage Products Corp. v. ABC789456, et al.*, Case No. 18-cv-2962-NRB, Dkt. #53 (S.D.N.Y. May 1, 2019); *Mattel, Inc. v. 276470, et al.*, No. 18-cv-10440-KPF, Dkt. #62 (S.D.N.Y. Mar. 27, 2019); *Mattel, Inc. v. Aaron's Fashion Store, et al.*, No. 18-cv-10437-KPF, Dkt. #62 (S.D.N.Y. Mar. 27, 2019); *Mattel, Inc. v. 1994\_honeymoon, et al.*, No. 18-cv-10427-KPF, Dkt. #59 (S.D.N.Y. Mar. 27, 2019); *Allstar Marketing Group, LLC v. 158, et al.* Case No 18-cv-4101-GHW, Dkt. #64 (S.D.N.Y. Mar. 12, 2019); *Tapestry, Inc., et al. v. baoqingtianff, et al.*, No. 18-cv-7650-PAE, Dkt.



34 (S.D.N.Y. Jan. 8, 2019); *Church & Dwight Co.*, 697 F. Supp. 2d at 295; *Rolex Watch U.S.A. Inc. v. Brown*, 2002 U.S. Dist. LEXIS 10054, \*54, (S.D.N.Y. June 5, 2002); *see also Tamarin v. Adams Caterers*, 13 F.3d 51, 54 (2d Cir. 1993).

**VI. PLAINTIFFS' EFFORTS TO LOCATE ADDRESSES FOR DEFAULTING DEFENDANTS**

33. Prior to filing Plaintiffs' Complaint and Application, Epstein Drangel compiled a list of Defendants' addresses as displayed on Defendants' Merchant Storefronts and sent the list to Epstein Drangel's Beijing office to confirm the accuracy of such addresses.

34. Epstein Drangel's Beijing office performed the following steps, to attempt to confirm the accuracy of and/or locate the addresses of each Defendant.

35. First, Epstein Drangel's Beijing office used baidu.com, which is one of the most popular search engines in China to attempt to locate and/or confirm the accuracy of Defendants' addresses.

36. Next, Epstein Drangel's Beijing office conducted a search with Defendants' Merchant Storefront names on a Chinese company registration website QiChaCha, i.e. qcc.com. Epstein Drangel's Beijing office confirmed that this website is reliable as all of the information displayed on this website is sourced from official websites such as the National Enterprise Credit Information Publicity System, China Copyright Protection Center, China National Intellectual Property Administration, China Judicial Documents Website and other official websites.

37. Finally, Epstein Drangel's Beijing office conducted a further search on the National Enterprise Credit Information Publicity System (<https://www.gsxt.gov.cn/index.html>), which is the most reliable source for providing company registration information. The organizer of this website is the China National Market Supervision and Administration.

38. As a result of the above steps taken prior to Plaintiffs filing the Complaint and Application, Epstein Drangel's Beijing office determined that each of the twenty four (24)

Defaulting Defendants displayed false and/or incomplete addresses on their Merchant Storefronts for the corresponding reasons:

- 1) **Bicllcsdd YS**: The address displayed was incomplete, and over thirty (30) companies are registered to the address displayed. Epstein Drangel's Beijing office was unable to determine which unit or floor, if any, is this Defendant's unit or floor because Defendant's name is an alias and Defendant did not identify a registered business name on its Merchant Storefront.
- 2) **Bubaluis**: The room number displayed was false.
- 3) **cattie123**: The floor number displayed was false.
- 4) **Chengduuyuzhengconggongsi**: The unit number displayed was false.
- 5) **DERMIBEST**: The unit number displayed was false.
- 6) **DZYHKYMS**: The address displayed was incomplete and there are over twenty (20) companies registered to the address displayed. Epstein Drangel's Beijing office was unable to determine which unit or floor, if any, is this Defendant's unit or floor because Defendant's name is an alias and Defendant did not identify a registered business name on its Merchant Storefront.
- 7) **Golden flowerpot**: The unit number displayed was false.
- 8) **GoMonning**: The unit number displayed was false.
- 9) **GuangZhouLuQinShangMaoYouXianGongSio**: The unit number displayed was false.
- 10) **JiLinShengGuMingDianZiShangWuYouXianGongSi**: The room and unit numbers displayed were false.
- 11) **Jonenly**: The address displayed was incomplete and had the words "peony impression" within the address, which appeared to be unrelated to the address.
- 12) **MBVBN**: The unit number displayed was false.
- 13) **Meijundian**: The unit number displayed was false.
- 14) **nuoRunZhi**: The unit number and building number displayed were both false.
- 15) **SASATEK**: The address displayed was incomplete.
- 16) **Wajjioe**: The unit number displayed was false.
- 17) **Wqfirst**: The building and group numbers were false.
- 18) **xuzhimin77**: The unit number displayed was false.
- 19) **Yenuoceshang2011**: The unit number displayed was false.
- 20) **YIMEII**: The unit number and building number displayed were false.
- 21) **Yusi-us**: The room number and building number displayed were false.
- 22) **Zhangliangfudebeimeidianpu**: The unit number and building number displayed were false.
- 23) **Zhushanshandebeimeidianpu**: The unit number displayed was false.
- 24) **合肥宽岱商贸有限公司1**: The unit number displayed was false.

39. Epstein Drangel's Beijing office explained that many of Defaulting Defendants' addresses are buildings which exist in China, however, without an accurate and complete address

(including an accurate room, unit, floor and/or building number) and without a registered business name, it would be impossible to locate and serve such Defendants.

40. The addresses many Defaulting Defendants displayed are the equivalent of a company identifying its address as the 500<sup>th</sup> Floor of the Empire State Building, which only has 102 floors. Because there are numerous companies that have offices in the Empire State Building, if Epstein Drangel only had an alias for a particular company (as opposed to a registered business name), it would be impossible for Epstein Drangel to locate such an entity within the Empire State Building when given a false unit or floor number (if it even is in fact located there) since there generally would be no record of any such alias as associated with any particular unit, floor, or the Empire State Building generally.

41. Epstein Drangel's Beijing office further attempted to independently locate addresses for each Defaulting Defendant but was unable to do so as each Defaulting Defendant's Merchant Storefront name is an alias and every Defaulting Defendant failed to disclose their registered business names on their Merchant Storefronts, making it impossible for Epstein Drangel to attempt to locate an address for Defaulting Defendants.

42. Based on the above, Plaintiffs requested, and this Court granted Plaintiffs' request for alternative service. After the Court entered the TRO, Plaintiffs served the TRO on all Third Party Service Providers and Financial Institutions, including Amazon. Thereafter, Amazon provided Epstein Drangel with the expedited discovery ordered in the TRO, including Defendants' email addresses.

43. It is my understanding that the email addresses provided by Amazon are true and accurate, as, based on my experience and understanding, Amazon provided Epstein Drangel with the email addresses Defendants use to log in to their User Accounts on Amazon, to operate their Merchant Storefronts, communicate with customers, complete transactions and receive funds.

44. Epstein Drangel used a program called RMail to serve Defendants. RMail's services include verifying valid proof of authorship, content and delivery of an email as well as the official time and date an email was sent and received. Here, RMail confirmed each email containing the Summons, Complaint, TRO and all papers filed in support of Plaintiffs' Application was successfully sent to Defendants' email addresses as identified by Amazon.

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

Executed on this 7<sup>th</sup> day of March 2023 in New York, New York.

By: /s/ Danielle S. Futterman  
Danielle S. Futterman

# **EXHIBIT A**





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

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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

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

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

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

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

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify):* \_\_\_\_\_

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**ATTACHMENT A TO SUMMONS**

1. akwugfdfo1dde
2. Amtiops
3. Anne Franklin
4. AUTBYWQ
5. Bersaicy us
6. bestparty
7. Biellesdd YS
8. BUAUA
9. Bubaluis
10. CA POP
11. cattie123
12. Cecebracelst
13. changlingli
14. CHAOZE
15. chengdusaishuangyoujie
16. chengduuyuzhengconggongsi
17. Dafarwon
18. DERMIBEST
19. DuaXin
20. DZYHK YMS
21. Fenguas
22. Fishing cowboy
23. FTSHOP-US
24. Golden flowerpot
25. GoMonning
26. Grocery store full of surprises
27. Groffry Spen
28. GuangZhouLuQinShangMaoYouXianGongSio
29. haoshaoxiong
30. HESHIZHU
31. Hwozofar
32. Jake US
33. Jiachen Industrial (Shenzhen) Co. , Ltd.
34. JiLinShengGuMingDianZiShangWuYouXianGongSi
35. Jinpo us
36. Jonenly
37. KAZUA-US
38. KULOLO
39. Lanmelons
40. LAXUA
41. Luckmerry
42. mading horse
43. make.anni
44. MBVBN



45. meijundian
46. mimile111
47. MOCEJOE
48. moon shop us
49. NUMOSE
50. nuoRunZhi
51. ONERBEST
52. Psbytrd
53. QINOOU
54. REHALY
55. SASATEK
56. Shengtangde
57. shijie149
58. Shruendi
59. Summertime-shop
60. Sunkeelon
61. THUCI US
62. Tokyia US Direct
63. Wajjioe
64. wenchangshiluojiangcanbaihuo
65. Wqfirst
66. wuhantengmumaoyiyouxiangongsi
67. XINJIE DIRECT
68. XISHAPE
69. Xuehang Trading
70. xuzhimin77
71. yazebaby
72. Yenuoceshang2011
73. YIMEII
74. yongguandianzishangwuyouxiangongsi
75. YUNFEI US
76. Yusi-us
77. YUYUANB
78. zhangliangfudebeimeidianpu
79. zhi yi shop
80. zhushanshandebeimeidianpu
81. Ziyoko US
82. 合肥宽岱商贸有限公司1

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*Treasure Studio Inc.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED and  
TREASURE STUDIO INC.,

*Plaintiffs*

v.

AKWUGDFFO1DDC, AMTIOPS, ANNE FRANKLIN,  
AUTBYWQ, BERSAICY US, BESTPARTY,  
BICLLCSDD YS, BUAUA, BUBALUIS, CA POP,  
CATTIE123, CECEBRACELST, CHANGLINGLI,  
CHAOZE, CHENGDUUSAISHUANGYOUJIE,  
CHENGDUUYUZHENGCONGGONGSI,  
DAFARWON, DERMIBEST, DUAXIN, DZYHKYMS,  
FENGUAS, FISHING COWBOY, FTSHOP-US,  
GOLDEN FLOWERPOT, GOMONNING, GROCERY  
STORE FULL OF SURPRISES, GROFFRY SPEN,  
GUANGZHOU LUQUINSHANGMAOYOUXIANGON  
GSIO, HAOSHAOXIONG, HESHIZHU, HWOZOFAR,  
JAKE US, JIACHEN INDUSTRIAL (SHENZHEN) CO.  
LTD.,  
JILINSHENGGUMINGDIANZISHANGWUYOUIA  
NGONGSI, JINPO US, JONENLY, KAZUA-US,  
KULOLO, LANMELONS, LAXUA, LUCKMERRY,  
MADING HORSE, MAKE.ANNI, MBVBN,  
MEIJUNDIAN, MIMILE111, MOCEJOE, MOON

**CIVIL ACTION No. \_\_\_\_**

**COMPLAINT**

**Jury Trial Requested**





**FILED UNDER SEAL**



SHOP US, NUMOSE, NUORUNZHI, ONERBEST,  
PSBYTRD, QINOOU, REHALY, SASATEK,  
SHENGTANGDE, SHIJIE149, SHRUENDI,  
SUMMERTIME-SHOP, SUNKEELON, THUCI US,  
TOKYIA US DIRECT, WAJJIOE,  
WENCHANGSHILUOJIONGCANBAIHUO,  
WQFIRST,  
WUHANTENGMUMAORYIYOUXIANGONGSI,  
XINJIE DIRECT, XISHAPE, XUEHANG TRADING,  
XUZHIMIN77, YAZEBABY,  
YENUOCESHANG2011, YIMEI,  
YONGGUANDIANZISHANGWUYOUXIANGONGS  
I, YUNFEI US, YUSI-US, YUYUANB,  
ZHANGLIANGFUDEBEIMEIDIANPU, ZHI YI  
SHOP, ZHUSHANSHANDEBEIMEIDIANPU,  
ZIYOKO US and 合肥宽岱商贸有限公司1,

*Defendants*

**GLOSSARY**

<b>Term</b>	<b>Definition</b>
<b>Plaintiffs</b>	Moonbug Entertainment Limited (“Moonbug”) and Treasure Studio Inc. (“Treasure”)
<b>Defendants</b>	akwugfdfo1ddc, Amtiops, Anne Franklin, AUTBYWQ, Bersaicy us, bestparty, Bicllcsdd YS, BUAUA, Bubaluis, CA POP, cattie123, Cecebracelst, changlingli, CHAOZE, chengdusaishuangyoujie, chengduuyuzhengcongongsi, Dafarwon, DERMIBEST, DuaXin, DZYHKYMS, Fenguas, Fishing cowboy, FTSHOP-US, Golden flowerpot, GoMonning, Grocery store full of surprises, Groffry Spen, GuangZhouLuQinShangMaoYouXianGongSio, haoshaoxiong, HESHIZHU, Hwozofar, Jake US, Jiachen Industrial (Shenzhen) Co. , Ltd., JiLinShengGuMingDianZiShangWuYouXianGongSi, Jinpo us, Jonenly, KAZUA-US, KULOLO, Lanmelons, LAXUA, Luckmerry, mading horse, make.anni, MBVBN, meijundian, mimile111, MOCEJOE, moon shop us, NUMOSE, nuoRunZhi, ONERBEST, Psbytrd, QINOOU, REHALY, SASATEK, Shengtangde, shijie149, Shruendi, Summertime-shop, Sunkeelon, THUCI US, Tokyia US Direct, Wajjioe, wenchangshiluojiiongcanbaihuo, Wqfirst, wuhantengmumaoyiyouxiangongsi, XINJIE DIRECT, XISHAPE, Xuehang Trading, xuzhimin77, yazebaby, Yenuoceshang2011, YIMEII, yongguandianzishangwuyouxiangongsi, YUNFEI US, Yusi-us, YUYUANB, zhangliangfudebeimeidianpu, zhi yi shop, zhushanshandebeimeidianpu, Ziyoko US and 合肥宽岱商贸有限公司 <sup>1</sup>
<b>Amazon</b>	Amazon.com, a Seattle, Washington-based, online marketplace and e-commerce platform owned by Amazon.com, Inc., a Delaware corporation, 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
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiffs
<b>New York Address</b>	224 Madison Ave, Suite 411, New York, NY 10016
<b>Complaint</b>	Plaintiffs’ Complaint
<b>Application</b>	Plaintiffs’ <i>ex parte</i> application for: 1) a temporary

	<p>restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i>) and Defendants’ Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 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</p>
<p><b>Miller Dec.</b></p>	<p>Declaration of Robert Miller in Support of Plaintiffs’ Application</p>
<p><b>Nastasi Dec.</b></p>	<p>Declaration of Gabriela N. Nastasi in Support of Plaintiffs’ Application</p>
<p><b>CoComelon Content</b></p>	<p>A popular streaming media show and YouTube channel featuring 3D animation videos of both traditional nursery rhymes and original children’s songs</p>
<p><b>CoComelon Applications</b></p>	<p>88/681,262 for “COCOMELON” for goods in Class 28; 88/681,248 for “COCOMELON” for goods in Class 9; 88/681,253 for “COCOMELON” for goods in</p> <div style="text-align: center;">  </div> <p>Class 25; 88/945,840 for “</p> <div style="text-align: center;">  </div> <p>goods in Class 3; 88/681,276 for “</p> <p>” for goods in Class 25; 88/681,270 for “</p> <div style="text-align: center;">  </div> <p>” for goods in Class 9; and</p> <div style="text-align: center;">  </div> <p>88/681,280 for “</p> <p>” for goods in</p>

	Class 28
<b>CoComelon Registrations</b>	<p>U.S. Trademark Registration Nos.: 6,375,368 for “COCOMELON” for goods in Class 16; 5,830,142 for “COCOMELON” for goods in Classes 9 and 41; 6,421,553 for “COCOMELON” for goods in Class 28; 6,521,784 for “COCOMELON” for goods in Class 25;</p>  <p>5,918,526 for “CoComelon” for goods in Classes 9</p>  <p>and 41; and 6,563,758 for “CoComelon” for goods in Class 25</p>
<b>CoComelon Marks</b>	The marks covered by the CoComelon Registrations and CoComelon Applications
<b>CoComelon Works</b>	U.S. Copyright Registration Nos.: VAu 1-379-978 covering JJ; VAu 1-322-038 covering Unpublished Family Characters 2017; VAu 1-319-613 covering Animal Characters 2017 and VAu 1-374-077 covering CoComelon Logo
<b>CoComelon Products</b>	A variety of consumer products including toys, apparel, backpacks and other gear
<b>Counterfeit Products</b>	Products bearing or used in connection with the CoComelon Marks and/or CoComelon Works, and/or products in packaging and/or containing labels and/or hang tags bearing the CoComelon Marks and/or CoComelon Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks and/or CoComelon Works and/or products that are identical or confusingly or substantially similar to the CoComelon Products
<b>Infringing Listings</b>	Defendants’ listings for Counterfeit Products
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Amazon, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers,

	employees, agents, servants and all persons in active concert or participation with any of them
<b>Merchant Storefronts</b>	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 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
<b>Defendants’ Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)
<b>Defendants’ Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any Defendants’ User Accounts or Merchant Storefront(s) (whether said accounts are located in the U.S. or abroad)
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies and payment processing agencies, such as 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
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Amazon, 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

Plaintiffs by and through their undersigned counsel, alleges as follows:<sup>1</sup>

**NATURE OF THE ACTION**

1. This action involves claims for trademark infringement of Plaintiffs' federally registered trademarks in violation of § 32 of the Federal Trademark (Lanham) Act, 15 U.S.C. §§ 1051 *et seq.*; counterfeiting of Plaintiffs' federally registered trademarks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c); trademark infringement of Plaintiffs' unregistered trademarks in violation of 15 U.S.C. § 1125; false designation of origin, passing off and unfair competition in violation of Section 43(a) of the Trademark Act of 1946, as amended (15 U.S.C. §1125(a)); copyright infringement of Plaintiffs' federally registered copyrights in violation of the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.* and related state and common law claims, arising from the infringement of the CoComelon Marks and CoComelon Works, including, without limitation, by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling unlicensed, counterfeit and infringing versions of Plaintiffs' CoComelon Products by Defendants.

**JURISDICTION AND VENUE**

2. This Court has federal subject matter jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as pursuant to 15 U.S.C. § 1121 as an action arising out of violations of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* and the Copyright Act, 17 U.S.C. §§ 101 *et seq.*; pursuant to 28 U.S.C. §1338(b) as an action arising out of claims for false designation of origin and unfair competition and pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum

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<sup>1</sup> Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Glossary.



of seventy-five thousand dollars. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a), as the claims asserted thereunder are so closely related to the federal claims brought in this Action as to form part of the same case or controversy.

3. Personal jurisdiction exists over Defendants in New York pursuant to N.Y.C.P.L.R. § 302(a)(1) and N.Y.C.P.L.R. § 302(a)(3), or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact and/or solicit business in New York, and/or derive substantial revenue from their business transactions in New York and/or otherwise avail themselves of the privileges and protections of the laws of the State of New York such that this Court's assertion of jurisdiction over Defendants does not offend traditional notions of fair play and due process, and/or Defendants' illegal counterfeiting and infringing actions caused injury to Plaintiffs in New York such that Defendants should reasonably expect such actions to have consequences in New York, for example:

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

b. Upon information and belief, Defendants are sophisticated sellers, each operating one or more commercial businesses through their respective User Accounts, using

their Merchant Storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale and/or otherwise deal in products, including the Counterfeit Products at significantly below-market prices to consumers worldwide, including to those in the U.S., and specifically New York.

c. Upon information and belief, all Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to New York and specifically to the New York Address.

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

e. Upon information and belief, Defendants are aware of Plaintiffs, their CoComelon Products, CoComelon Marks and CoComelon Works, and are aware that their illegal counterfeiting and infringing actions alleged herein are likely to cause injury to Plaintiffs in the U.S. and specifically, in New York.

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

#### **THE PARTIES**

5. Plaintiff Moonbug Entertainment Limited is a private limited company organized and existing under the laws of the United Kingdom, with an address of 3-6, 2<sup>nd</sup> Floor, LABS Upper Lock, Water Ln, London, NW1 8JZ, United Kingdom.

6. Plaintiff Treasure Studio, Inc. is a domestic corporation with a principal place of business at 18100 Von Karman #400, Irvine, California 92612.

7. Upon information and belief, Defendants are merchants on the Amazon online marketplace platform, through which Defendants offer for sale and/or sell Counterfeit Products,

with a principal place of business at the addresses identified, if any, in the printouts of screenshots of Defendants' Merchant Storefronts in **Exhibit D**.

### **GENERAL ALLEGATIONS**

#### **Plaintiffs and Their Well-Known CoComelon Content and CoComelon Products**

8. Plaintiffs are global entertainment companies that create and distribute inspiring and engaging stories to expand the worlds and minds of children under their own popular brands such as Blippi, Little Baby Bum, Arpo and The Sharksons, as well as in partnership with prominent children's entertainment brands including Mattel Inc., Nickelodeon, Procter & Gamble and LEGO.

9. Plaintiffs are the owners of the intellectual property assets for the popular CoComelon Content.

10. The CoComelon channel on YouTube is ranked the #1 Kids YouTube channel and the #1 YouTube educational channel.

11. On February 24, 2022, YouTube channel *CoComelon* became the second channel to surpass 130 million subscribers.

12. In addition to streaming content, Plaintiffs have also developed a variety of consumer products such as toys, apparel, backpacks and other gear. Images of the CoComelon Products are attached hereto as **Exhibit A**.



13. Plaintiffs sell their CoComelon Products in major retailers, department stores and online marketplaces, including, but not limited to: Walmart, Target and Amazon and through the official CoComelon store at <https://shop.moonbug.com/collections/cocomelon>.

14. The CoComelon Products typically retail for between \$1.99-74.99.

15. While Plaintiffs have gained significant common law trademark and other rights in their CoComelon Products, through their use, advertising and promotion, Plaintiffs have also protected their



valuable rights by filing for and/or obtaining federal trademark registrations.

16. For example, Moonbug is the owner of one of the CoComelon Registrations (i.e., U.S. Trademark Registration No. 6,375,368 for “COCOMELON” for goods in Class 16) and Treasure is the owner of the remaining CoComelon Registrations (i.e., U.S. Trademark Registration Nos. 5,830,142 for “COCOMELON” for goods in Classes 9 and 41; 6,421,553 for “COCOMELON” for goods in Class 28; 6,521,784 for “COCOMELON” for goods in Class 25; 5,918,526 for “

 CoComelon” for goods in Classes 9 and 41; and 6,563,758 for “  CoComelon ” for goods

in Class 25). Treasure also applied for the registrations of the CoComelon Applications (i.e., U.S. Trademark Serial Application Nos.: 88/681,262 for “COCOMELON” for goods in Class 28; 88/681,248 for “COCOMELON” for goods in Class 9; 88/681,253 for “COCOMELON” for goods

in Class 25; 88/945,840 for “  CoComelon ” for goods in Class 3; 88/681,276 for “

 CoComelon ” for goods in Class 25; 88/681,270 for “  CoComelon ” for goods in Class



9; and 88/681,280 for “**CoComelon**” for goods in Class 28). True and correct copies of the CoComelon Registrations and CoComelon Applications are attached hereto as **Exhibit B** and incorporated herein by reference.

17. The CoComelon Marks are currently in use in commerce in connection with CoComelon Products. The CoComelon Marks were first used in commerce on or before the dates of first use as reflected in the CoComelon Registrations attached hereto as part of **Exhibit B**.

18. In addition, Plaintiff Treasure is also the owner of registered copyrights in and related to the CoComelon Products.

19. For example, Treasure owns the CoComelon Works (i.e. U.S. Copyright Registration Nos.: VAu 1-379-978 covering JJ; VAu 1-322-038 covering Unpublished Family Characters 2017; VAu 1-319-613 covering Animal Characters 2017 and VAu 1-374-077 covering CoComelon Logo). True and correct copies of the registration certificates for the CoComelon Works are attached hereto as **Exhibit C** and incorporated herein by reference.

20. The success of the CoComelon Products is due in part to Plaintiffs’ marketing and promotional efforts. These efforts currently include advertising and promotion through social media, the CoComelon website (available at <https://www.cocomelon.com/>) and other advertising, among other efforts domestically and abroad, including in New York.

21. Plaintiffs’ success is also due to its use of the highest quality materials and processes in making the CoComelon Products, which meet or exceed U.S. standards.

22. Additionally, Plaintiffs owe a substantial amount of the success of the CoComelon Products to their consumers and word-of-mouth buzz that their consumers have generated.

23. Plaintiffs' efforts, the quality of CoComelon Products and the word-of-mouth buzz generated by their consumers, the CoComelon Marks, CoComelon Works and CoComelon Products have become prominently placed in the minds of the public. Members of the public have become familiar with the CoComelon Marks, CoComelon Works and CoComelon Products and have come to associate them exclusively with Plaintiffs. Plaintiffs have acquired a valuable reputation and goodwill among the public as a result of such associations.

24. Plaintiffs have gone through great lengths to protect their interests in the CoComelon Marks, CoComelon Works and CoComelon Products. No one other than Plaintiffs and their authorized licensees and distributors are authorized to manufacture, import, export, advertise, offer for sale or sell any goods utilizing the CoComelon Marks and CoComelon Works without the express permission of Plaintiffs.

#### **Amazon and Defendants' User Accounts**

25. Amazon 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,<sup>2</sup> among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

26. Amazon is recognized as one of the leaders of the worldwide e-commerce and digital retail market and was projected to generate approximately \$367.19 billion in U.S. retail e-commerce sales in 2021, over 40% of the U.S. e-commerce market.<sup>3</sup> As of last year, Amazon had a market capital of \$1.729 trillion, making it the third largest public company in the U.S.<sup>4</sup>

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<sup>2</sup> See Juozas Kaziukenas, *Chinese Sellers Are Building Brands on Amazon*, MARKETPLACE PULSE (Dec. 6, 2018), <https://www.marketplacepulse.com/articles/chinese-sellers-are-building-brands-on-amazon>.

<sup>3</sup> See Blake Drosche, *Amazon Dominates US Ecommerce, Though Its Market Share Varies By Category*, EMARKETER.COM (Apr. 27, 2021), <https://www.emarketer.com/content/amazon-dominates-us-ecommerce-though-its-market-share-varies-by-category>.

<sup>4</sup> Palash Ghosh, *As Microsoft Nears \$2 Trillion Market Cap, Amazon Is Most Likely To Reach That Level Next*, FORBES,

27. Many of the third-party merchants that have User Accounts with and operate Merchant Storefronts on Amazon, like Defendants, are located in China, with approximately 38% of the top brands on Amazon emanating from sellers based in China in 2021.<sup>5</sup>

28. Amazon aggressively uses the Internet and television, to market itself and the products offered for sale and/or sold by its third-party merchant users to potential consumers, particularly in the U.S. For example, in 2021 alone, Amazon spent approximately \$16.9 billion on advertising worldwide.<sup>6</sup>

29. As addressed in numerous news reports,<sup>7</sup> and as reflected in the federal lawsuits filed against third-party merchants offering for sale and selling infringing and/or counterfeit products on Amazon,<sup>8</sup> an astronomical number of counterfeit and infringing products are offered for sale and sold on Amazon at a rampant rate.<sup>9</sup>

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

31. Through their Merchant Storefronts, Defendants offer for sale and/or sell consumer products, including Counterfeit Products, and target and ship such products to customers located in

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<https://www.forbes.com/sites/palashghosh/2021/04/26/as-microsoft-nears-2-trillion-market-cap-amazon-is-most-likely-to-reach-that-level-next/?sh=1a82b933142e>.

<sup>5</sup> See, e.g., Michael Waters, *Amazon Briefing: The Relationship Between Chinese Sellers and Amazon Is Straining*, MODERN RETAIL (September 30, 2021) (noting that 38% of the top brands on Amazon are sellers based in China).

<sup>6</sup> See *Annual advertising costs of Amazon from 2014-2021*, STATISTA, [https://www.statista.com/statistics/678153/amazon-ad-cost/#:~:text=Since%202014%2C%20Amazon's%20annual%20advertising,dollars%20in%20the%20previous%20year.\(last%20visited%20June%2014,%202022\).](https://www.statista.com/statistics/678153/amazon-ad-cost/#:~:text=Since%202014%2C%20Amazon's%20annual%20advertising,dollars%20in%20the%20previous%20year.(last%20visited%20June%2014,%202022).)

<sup>7</sup> See, e.g., Louise Matsakis, *Amazon Wants Brands to Fight Fake Products Themselves*, WIRED (Mar. 1, 2019), <https://www.wired.com/story/amazon-fake-products-project-zero/>.

<sup>8</sup> See, e.g., *Apple Inc. v. Mobile Star LLC*, No. C17-1120 RAJ (W.D. Cal. Aug. 4, 2017) and *Diamler AG v. Amazon.com, Inc.*, 16-cv-00518-RSM (W.D. Wash. Mar. 11, 2019).

<sup>9</sup> See Steve Brachmann, *Amazon's Counterfeit Problem is a Big One-for Shareholders, Brand Owners and Consumers Alike*, IP WATCHDOG (Feb. 27, 2019), <http://www.ipwatchdog.com/2019/02/27/amazons-counterfeit-problem-big-one-for-everyone/id=106710/>.

the U.S., including New York, and throughout the world.

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

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

### **Defendants' Wrongful and Infringing Conduct**

34. Particularly in light of Plaintiffs' success with their CoComelon Products, as well as the reputation they have gained, Plaintiffs and their CoComelon Products have become targets for unscrupulous individuals and entities who wish to capitalize on the goodwill, reputation and fame that Plaintiffs have amassed in their CoComelon Products, CoComelon Marks and CoComelon Works and Plaintiffs investigate and enforce against such activities.

35. As part of these efforts, Plaintiffs authorized Epstein Drangel to investigate and research manufacturers, wholesalers, retailers and/or other merchants offering for sale and/or selling Counterfeit Products on Amazon.

36. Through Epstein Drangel's investigative and enforcement efforts, Plaintiffs learned of Defendants' actions which vary and include, but are not limited to: manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products to U.S. consumers, including those located in the state of New York, through Defendants' User Accounts and Merchant Storefronts. Screenshots of listings for Counterfeit Products from Defendants' User Accounts and Merchant Storefronts are included in **Exhibit D** attached hereto and incorporated herein by reference.



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

38. Defendants' Counterfeit Products are nearly indistinguishable from Plaintiffs' CoComelon Products, only with minor variations that no ordinary consumer would recognize.

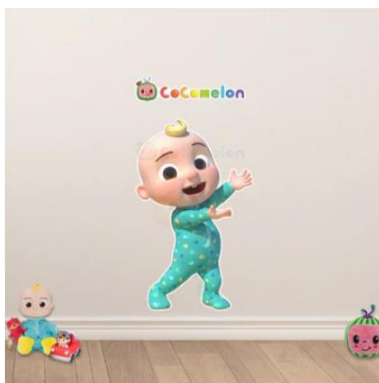
39. During its investigation, Epstein Drangel identified Defendants as offering for sale and/or selling Counterfeit Products and specified a shipping address located at the New York Address and verified that each Defendant provides shipping to the New York Address. Screenshots of the checkout pages for the Counterfeit Products and pages from Defendants' Merchant Storefronts reflecting that the Defendants ship the Counterfeit Products to the New York Address are included in **Exhibit D**.

40. Epstein Drangel confirmed that each Defendant is currently offering for sale and/or selling Counterfeit Products through their respective User Accounts and/or Merchant Storefronts, accepting payment for such Counterfeit Products in U.S. Dollars through various payment processing services and that each Defendant provides shipping and/or has actually shipped Counterfeit Products to the U.S., including to customers located in New York. Epstein Drangel's findings are supported by Defendants' listings for Counterfeit Products and/or the checkout pages for the Counterfeit Products, which are included in **Exhibit D**.

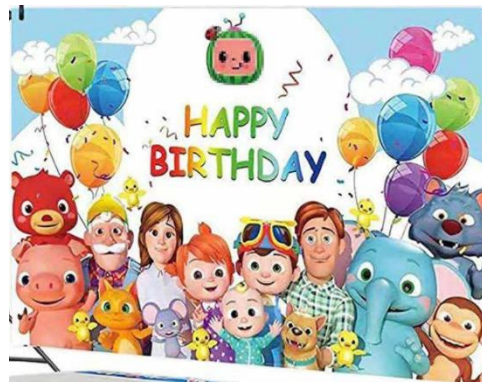
41. For example, below on the left is an image of one of Plaintiffs' CoComelon Products. Depicted further below is a listing for Defendant BUAUA's Counterfeit Product ("BUAUA Infringing Listing" and "BUAUA Counterfeit Product," respectively). The BUAUA Infringing

Listing appears on Defendant BUAUA Merchant Storefront, <https://www.amazon.com/s?me=A3JWUIP6DBU2E>, and offers the BUAUA Counterfeit Product for \$13.59 per item, using, featuring and/or incorporating one or more of the CoComelon Marks and/or CoComelon Works in the descriptions and/or product images in the body of the listing. Further, the BUAUA Counterfeit Product is virtually identical to one of Plaintiffs' CoComelon Products and features and/or incorporates one or more of the CoComelon Marks and/or CoComelon Works. There is no question that the BUAUA Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs' CoComelon Products or that the BUAUA Counterfeit Product is otherwise approved by or sourced from Plaintiffs, thereby trading off of the goodwill and reputation of Plaintiffs by engaging in the unauthorized use of one or more of the CoComelon Marks and/or CoComelon Works:

**CoComelon Product**



**Defendant's Counterfeit Product**



42. By way of another example, below on the left is an image of one of Plaintiffs' CoComelon Products. Depicted further below is a listing for Defendant CHAOZE's Counterfeit Product ("CHAOZE Infringing Listing" and "CHAOZE Counterfeit Product," respectively). The CHAOZE Infringing Listing appears on Defendant CHAOZE's Merchant Storefront, <https://www.amazon.com/s?me=A1DA5PS8DN2QJ1>, and offers the CHAOZE Counterfeit Product for \$12.99 per item, using, featuring and/or incorporating one or more of the CoComelon

Marks and/or CoComelon Works and/or confusingly or substantially similar marks or artwork in the listing title “**Cocomelon** Birthday Party Supplies for Kids,**Cocomelon** Decoration with Happy Birthday Banners,Balloons,Cupcake Toppers,Stickers for Girls Boys” (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the CHAOZE Counterfeit Product is virtually identical to one of Plaintiffs’ CoComelon Products and features and/or incorporates one or more of the CoComelon Marks and/or CoComelon Works. There is no question that the CHAOZE Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs’ CoComelon Products or that the CHAOZE Counterfeit Product is otherwise approved by or sourced from Plaintiffs, thereby trading off of the goodwill and reputation of Plaintiffs by engaging in the unauthorized use of one or more of the CoComelon Marks and/or CoComelon Works:

**CoComelon Product**



**Defendant’s Counterfeit Product**



43. As another example, below on the left is an image of one of Plaintiffs’ CoComelon Products. Depicted further below is a listing for Defendant haoshaoxiong’s Counterfeit Product (“haoshaoxiong Infringing Listing” and “haoshaoxiong Counterfeit Product,” respectively). The Dream Six Infringing Listing appears on Defendant haoshaoxiong’s Merchant Storefront, <https://www.amazon.com/s?me=A1YDH1EZTCAJTA>, and offers the haoshaoxiong Counterfeit

Product for \$21.99 per item, using, featuring and/or incorporating one or more of the CoComelon Marks and/or CoComelon Works and/or confusingly or substantially similar marks or artwork in the descriptions and/or product images in the body of the listing. Further, the haoshaoxiong Counterfeit Product is virtually identical to one of Plaintiffs' CoComelon Products and features and/or incorporates one or more of the CoComelon Marks and/or CoComelon Works. There is no question that the haoshaoxiong Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs' CoComelon Products or that the haoshaoxiong Counterfeit Product is otherwise approved by or sourced from Plaintiffs, thereby trading off of the goodwill and reputation of Plaintiffs by engaging in the unauthorized use of one or more of the CoComelon Marks and/or CoComelon Works:

**CoComelon Product**



**Defendant's Counterfeit Product**



44. By these dealings in Counterfeit Products (including, without limitation, copying, manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products), Defendants violated Plaintiffs' exclusive rights in the CoComelon Marks and/or CoComelon Works, and have used marks and/or artwork that are confusingly similar to, identical to, substantially similar to and/or constitute counterfeiting and/or infringement of the CoComelon Marks and/or CoComelon Works in order to confuse

consumers into believing that such Counterfeit Products are the CoComelon Products and aid in the promotion and sales of their Counterfeit Products. Defendants' conduct began long after Plaintiffs' adoption and use of the CoComelon Marks and/or CoComelon Works, after Plaintiffs obtained federal registrations in the CoComelon Marks and CoComelon Works, as alleged above, and after Plaintiffs' CoComelon Products, CoComelon Marks and CoComelon Works became well-known to the purchasing public.

45. Prior to and contemporaneous with their counterfeiting and infringing actions alleged herein, Defendants had knowledge of Plaintiffs' ownership of the CoComelon Marks and CoComelon Works, of the fame and incalculable goodwill associated therewith and of the popularity and success of the CoComelon Products, and in bad faith adopted the CoComelon Marks and/or CoComelon Works.

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

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

48. By engaging in these actions, Defendants have, jointly and severally, among other things, willfully and in bad faith committed the following, all of which have and will continue to cause irreparable harm to Plaintiff: infringed and counterfeited the CoComelon Marks and/or

CoComelon Works, committed unfair competition and unfairly and unjustly profited from such activities at Plaintiffs' expense.

49. Unless enjoined, Defendants will continue to cause irreparable harm to Plaintiffs.

**CAUSES OF ACTION**

**FIRST CAUSE OF ACTION  
(Trademark Counterfeiting)**

**[15 U.S.C. § 1114(1)(b)/Lanham Act § 32; 15 U.S.C. § 1116(d)/Lanham Act § 34; 15  
U.S.C. § 1117(b)-(c)/Lanham Act § 35]**

50. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

51. Plaintiffs are the exclusive owners of all right and title to the CoComelon Marks.

52. Plaintiffs have continuously used the CoComelon Marks in interstate commerce since on or before the dates of first use as reflected in the registration certificates attached hereto as **Exhibit B**.

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

54. Defendants have manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold their Counterfeit Products to the purchasing public in direct competition with Plaintiffs, in or affecting interstate commerce, and/or have acted

with reckless disregard of Plaintiffs' rights in and to the CoComelon Marks through their participation in such activities.

55. Defendants have applied their reproductions, counterfeits, copies and colorable imitations of the CoComelon Marks to packaging, point-of-purchase materials, promotions and/or advertisements intended to be used in commerce upon, or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Defendants' Counterfeit Products, which is likely to cause confusion, mistake, and deception among the general purchasing public as to the origin of the Counterfeit Products, and is likely to deceive consumers, the public and the trade into believing that the Counterfeit Products sold by Defendants originate from, are associated with or are otherwise authorized by Plaintiffs, thereby making substantial profits and gains to which they are not entitled in law or equity.

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

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

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

continue to cause such substantial and irreparable injury, loss and damage to Plaintiffs and their valuable CoComelon Marks.

59. Based on Defendants' actions as alleged herein, Plaintiffs are entitled to injunctive relief, damages for the irreparable harm that Plaintiffs have sustained, and will sustain, as a result of Defendants' unlawful and infringing actions, as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, treble damages and/or statutory damages of up to \$2,000,000 per counterfeit mark per type of goods sold, offered for sale or distributed and reasonable attorneys' fees and costs.

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

60. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

61. Plaintiffs have continuously used the CoComelon Marks in interstate commerce since on or before the dates of first use as reflected in the CoComelon Registrations attached hereto as **Exhibit B**.

62. Plaintiffs, as owners of all right, title and interest in and to the CoComelon Marks and CoComelon Registrations, have standing to maintain an action for trademark infringement under 15 U.S.C. § 1114.

63. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiffs are the owners of the federal trademark registrations for the CoComelon Marks.

64. Defendants did not seek and thus inherently failed to obtain consent or authorization from Plaintiffs, as the registered trademark owners of the CoComelon Marks, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail,



offer for sale and/or sell the CoComelon Products and/or related products bearing the CoComelon Marks into the stream of commerce.

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

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

67. Defendants were, at the time they engaged in their illegal and infringing actions as alleged herein, actually aware that Plaintiffs are the owners of all rights in and to the CoComelon Marks.

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

69. Defendants' actions have been deliberate and committed with knowledge of Plaintiffs' rights and goodwill in the CoComelon Marks, as well as with bad faith and the intent to

cause confusion, mistake and deception.

70. Defendants' continued, knowing, and intentional use of the CoComelon Registrations without Plaintiffs' consent or authorization constitutes intentional infringement of Plaintiffs' federally registered CoComelon Marks in violation of §32 of the Lanham Act, 15 U.S.C. § 1114.

71. As a direct and proximate result of Defendants' illegal and infringing actions as alleged herein, Plaintiffs have suffered substantial monetary loss and irreparable injury, loss and damage to their businesses and their valuable rights in and to the CoComelon Marks and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which Plaintiffs have no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiffs and the valuable CoComelon Marks.

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

**THIRD CAUSE OF ACTION**  
**(Infringement of Unregistered Trademarks)**  
**[15 U.S.C. § 1125/Lanham Act § 43(a)]**

73. Plaintiffs plead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

74. Plaintiffs have continuously used the CoComelon Marks in interstate commerce since

on or before the dates of first use as reflected in the CoComelon Applications attached hereto as **Exhibit B**.

75. Plaintiff, Treasure, as the owner of all right, title and interest in and to the CoComelon Marks and CoComelon Applications has standing to maintain an action for trademark infringement under 15 U.S.C. § 1125.

76. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiff Treasure is the owner of the CoComelon Marks.

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

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

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

80. Defendants were, at the time they engaged in their illegal and infringing actions as

alleged herein, actually aware that Plaintiff Treasure is the owner of all rights in and to the CoComelon Marks.

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

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

83. Defendants' continued, knowing and intentional use of the CoComelon Marks without Plaintiffs' consent or authorization constitutes intentional infringement of the CoComelon Applications in violation of §43 of the Lanham Act, 15 U.S.C. § 1125.

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

85. Based on Defendants' actions as alleged herein, Plaintiffs are entitled to injunctive relief, damages for the irreparable harm that Plaintiffs have sustained and will sustain as a result of

Defendants' unlawful and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, as well as other remedies provided by 15 U.S.C. §§ 1116, 1117 and 1118, and reasonable attorneys' fees and costs.

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

86. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

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

88. The CoComelon Marks are inherently distinctive and/or have acquired distinctiveness.

89. Defendants knowingly and willfully used in commerce products and/or packaging designs that are identical or confusingly similar to, and constitute reproductions of the CoComelon Marks and affixed, applied and used false designations of origin and false and misleading descriptions and representations on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products with the intent to cause confusion, to cause mistake and to deceive the purchasing public into believing, in error, that Defendants' substandard Counterfeit Products are CoComelon Products or related products, and/or that Defendants' Counterfeit Products are authorized, sponsored, approved, endorsed or licensed by Plaintiffs and/or that Defendants are affiliated, connected or associated with Plaintiff, thereby creating a likelihood of confusion by consumers as to the source of such Counterfeit Products, and allowing Defendants to capitalize on

the goodwill associated with, and the consumer recognition of, the CoComelon Marks, to Defendants' substantial profit in blatant disregard of Plaintiffs' rights.

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

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

92. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive the purchasing public and with the intent to trade on the goodwill and reputation Plaintiffs, their CoComelon Products and CoComelon Marks.

93. As a direct and proximate result of Defendants' aforementioned actions, Defendants have caused irreparable injury to Plaintiffs by depriving Plaintiffs of sales of their CoComelon

Products and by depriving Plaintiffs of the value of their CoComelon Marks as commercial assets in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately restrained, Defendants will continue to cause substantial and irreparable injury to Plaintiffs and the goodwill and reputation associated with the value of the CoComelon Marks.

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

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

95. Plaintiffs plead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

96. Plaintiff Treasure is the exclusive owner of the CoComelon Works.

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

98. Defendants did not attempt and therefore inherently failed to obtain Plaintiffs' consent or authorization to use, manufacture, reproduce, copy, display, prepare derivative works of, distribute, sell, transfer, rent, perform and/or market Plaintiffs' CoComelon Products and/or CoComelon Works.

99. Without permission, Defendants knowingly and intentionally reproduced, copied, and displayed the CoComelon Works by manufacturing, importing, exporting, advertising, marketing,

promoting, distributing, displaying, offering for sale and/or selling infringing products which bear such CoComelon Works, or artwork that is, at a minimum, substantially similar to the CoComelon Works.

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

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

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

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

103. Plaintiffs replead and incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

104. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, Defendants have traded off the extensive goodwill of Plaintiffs and their CoComelon Products to induce, and did induce and intend and will continue to induce, customers to purchase their Counterfeit Products, thereby directly competing with Plaintiffs. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill



and reputation of Plaintiffs, which Plaintiffs have amassed through its nationwide marketing, advertising, sales and consumer recognition.

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

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

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

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

109. As a result of Defendants' actions alleged herein, Plaintiffs are entitled to injunctive relief, an order granting Plaintiffs' damages and Defendants' profits stemming from their infringing activities, and exemplary or punitive damages for Defendants' intentional misconduct.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs pray for judgment against Defendants, inclusive, and each of them, as follows:

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

B. In the alternative to Defendants' profits and Plaintiffs' actual damages, enhanced discretionary damages and treble damages for willful use of a counterfeit mark in connection with the sale, offering for sale or distribution of goods or services, for statutory damages pursuant to 15 U.S.C. § 1117(c) in the amount of not more than \$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale or distributed, as the Court considers just, which Plaintiffs may elect prior to the rendering of final judgment;

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

D. For an award of Defendants' profits and Plaintiffs' damages pursuant to 15 U.S.C. §

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

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

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

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

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

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- ii. directly or indirectly infringing in any manner any of Plaintiffs' CoComelon Marks and CoComelon Works;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' CoComelon Marks and CoComelon Works, to identify any goods or services

- not authorized by Plaintiffs;
- iv. using any of Plaintiffs' CoComelon Marks or CoComelon Works, or any other marks or artwork that are confusingly or substantially similar to the CoComelon Marks or CoComelon Works, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
  - v. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiffs, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiffs;
  - vi. engaging in the unlawful, unfair or fraudulent business acts or practices, including, without limitation, the actions described herein, including the of advertising and/or dealing in any Counterfeit Products;
  - vii. engaging in any other actions that constitute unfair competition with Plaintiffs;
  - viii. engaging in any other act in derogation of Plaintiffs' rights;
  - ix. from secreting, concealing, destroying, altering, selling off, transferring or

otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to Defendants' User Accounts or Merchant Storefronts, Defendants' Assets from or to Defendants' Financial Accounts and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

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

I. For an order of the Court requiring that Defendants recall from any distributors and retailers and deliver up to Plaintiffs for destruction any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of such distributors and retailers that infringe any of Plaintiffs' CoComelon Marks or CoComelon Works, or bear any marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks or CoComelon Works;

J. For an order of the Court requiring that Defendants deliver up for destruction to Plaintiffs any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defendants that infringe any of Plaintiffs' CoComelon Marks or CoComelon Works, or bear any marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks or CoComelon Works pursuant to 15 U.S.C. § 1118;

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

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

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

N. For Plaintiffs' reasonable attorneys' fees;

O. For all costs of suit; and

P. For such other and further relief as the Court may deem just and equitable.


**DEMAND FOR JURY TRIAL**

Plaintiffs respectfully demand a trial by jury on all claims.

Dated: June 16, 2022

Respectfully submitted,

EPSTEIN DRANGEL LLP

BY:   
\_\_\_\_\_  
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*Moonbug Entertainment Limited and*  
*Treasure Studio Inc.*

# **EXHIBIT B**



JUDGE CASTIL

22 CV 05044

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 Moonbug Entertainment Limited and  
 Treasure Studio Inc.

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED  
 and TREASURE STUDIO INC.,

*Plaintiffs*

v.

AKWUGFDFO1DDC, AMTIOPS, ANNE  
 FRANKLIN, AUTBYWQ, BERSAICY US,  
 BESTPARTY, BICLLCSDD YS, BUUAU,  
 BUBALUIS, CA POP, CATTIE123,  
 CECEBRACELST, CHANGLINGLI,  
 CHAOZE, CHENGUSAISHUANGYOUJIE,  
 CHENGDUUYUZHENGCONGGONGSI,  
 DAFARWON, DERMIBEST, DUAXIN,  
 DZYHKYMS, FENGUAS, FISHING  
 COWBOY, FTSHOP-US, GOLDEN  
 FLOWERPOT, GOMONNING, GROCERY  
 STORE FULL OF SURPRISES, GROFFRY  
 SPEN,  
 GUANGZHOULUQINSHANGMAOYOUXIA  
 NGONGSIO, HAOSHAOXIONG,  
 HESHIZHU, HWOZOFAR, JAKE US,  
 JIACHEN INDUSTRIAL (SHENZHEN) CO. ,  
 LTD.,  
 JILINSHENGGUMINGDIANZISHANGWUY  
 OUXIANGONGSI, JINPO US, JONENLY,  
 KAZUA-US, KULOLO, LANMELONS,  
 LAXUA, LUCKMERRY, MADING HORSE,  
 MAKE.ANNI, MBVBN, MEIJUNDIAN,

Civil Action No.:

[PROPOSED]

- 1) TEMPORARY RESTRAINING ORDER; 2) ORDER RESTRAINING MERCHANT STOREFRONTS AND DEFENDANTS' ASSETS WITH THE FINANCIAL INSTITUTIONS; 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







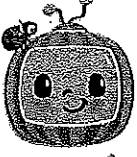

FILED UNDER SEAL



MIMILE111, MOCEJOE, MOON SHOP US,  
NUMOSE, NUORUNZHI, ONERBEST,  
PSBYTRD, QINOUU, REHALY, SASATEK,  
SHENGTANGDE, SHIJIE149, SHRUENDI,  
SUMMERTIME-SHOP, SUNKEELON,  
THUCI US, TOKYIA US DIRECT, WAJJIOE,  
WENCHANGSHILUOJIONGCANBAIHUO,  
WQFIRST,  
WUHANTENGMUMAORYIYOUXIANGONG  
SI, XINJIE DIRECT, XISHAPE, XUEHANG  
TRADING, XUZHIMIN77, YAZEBABY,  
YENUOCESHANG2011, YIMEII,  
YONGGUANDIANZISHANGWUYOUXIAN  
GONGSI, YUNFEI US, YUSI-US,  
YUYUANB,  
ZHANGLIANGFUDEBEIMEIDIANPU, ZHI  
YI SHOP,  
ZHUSHANSHANDEBEIMEIDIANPU,  
ZIYOKO US and 合肥宽岱商贸有限公司1,

*Defendants*

**GLOSSARY**

<b>Term</b>	<b>Definition</b>
<b>Plaintiffs</b>	Moonbug Entertainment Limited (“Moonbug”) and Treasure Studio Inc. (“Treasure”)
<b>Defendants</b>	akwugfdfo1ddc, Amtiops, Anne Franklin, AUTBYWQ, Bersaicy us, bestparty, Bicllcsdd YS, BUAUA, Bubaluis, CA POP, cattie123, Cecebracelst, changlingli, CHAOZE, chengdusaishuangyoujie, chengduuyuzhengcongongsi, Dafarwon, DERMIBEST, DuaXin, DZYHKYMS, Fenguas, Fishing cowboy, FTSHOP-US, Golden flowerpot, GoMonning, Grocery store full of surprises, Groffry Spen, GuangZhouLuQinShangMaoYouXianGongSio, haoshaoxiong, HESHIZHU, Hwozofar, Jake US, Jiachen Industrial (Shenzhen) Co. , Ltd., JiLinShengGuMingDianZiShangWuYouXianGongSi, Jinpo us, Jonenly, KAZUA-US, KULOLO, Lanmelons, LAXUA, Luckmerry, mading horse, make.anni, MBVBN, meijundian, mimile111, MOCEJOE, moon shop us, NUMOSE, nuoRunZhi, ONERBEST, Psbytrd, QINOUU, REHALY, SASATEK, Shengtangde, shijie149, Shruendi, Summertime-shop, Sunkeelon, THUCI US, Tokyia US Direct, Wajjioe, wenchangshiluojiangcanbaihuo, Wqfirst, wuhantengmumaoyiyouxiangongsi, XINJIE DIRECT, XISHAPE, Xuehang Trading, xuzhimin77, yazebaby, Yenuoceshang2011, YIMEII, yongguandianzishangwuyouxiangongsi, YUNFEI US, Yusi-us, YUYUANB, zhangliangfudebeimeidianpu, zhi yi shop, zhushanshandebeimeidianpu, Ziyoko US and 合肥宽岱商贸有限公司1
<b>Amazon</b>	Amazon.com, a Seattle, Washington-based, online marketplace and e-commerce platform owned by Amazon.com, Inc., a Delaware corporation, 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
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiffs
<b>New York Address</b>	224 Madison Ave, Suite 411, New York, NY 10016
<b>Complaint</b>	Plaintiffs’ Complaint
<b>Application</b>	Plaintiffs’ <i>ex parte</i> application for: 1) a temporary

	restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 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
<b>Miller Dec.</b>	Declaration of Robert Miller in Support of Plaintiffs' Application
<b>Nastasi Dec.</b>	Declaration of Gabriela N. Nastasi in Support of Plaintiffs' Application
<b>CoComelon Content</b>	A popular streaming media show and YouTube channel featuring 3D animation videos of both traditional nursery rhymes and original children's songs
<b>CoComelon Applications</b>	<p>88/681,262 for "COCOMELON" for goods in Class 28; 88/681,248 for "COCOMELON" for goods in Class 9; 88/681,253 for "COCOMELON" for goods in</p> <p style="text-align: center;"></p> <p>Class 25; 88/945,840 for "  " for</p> <p style="text-align: center;"></p> <p>goods in Class 3; 88/681,276 for "  "</p> <p>" for goods in Class 25; 88/681,270 for "</p> <p style="text-align: center;"></p> <p> " for goods in Class 9; and</p> <p style="text-align: center;"></p> <p>88/681,280 for "  " for goods in</p>

	Class 28
<b>CoComelon Registrations</b>	<p>U.S. Trademark Registration Nos.: 6,375,368 for “COCOMELON” for goods in Class 16; 5,830,142 for “COCOMELON” for goods in Classes 9 and 41; 6,421,553 for “COCOMELON” for goods in Class 28; 6,521,784 for “COCOMELON” for goods in Class 25;</p>  <p>5,918,526 for “<b>CoComelon</b>” for goods in Classes 9</p>  <p>and 41; and 6,563,758 for “<b>CoComelon</b>” for goods in Class 25</p>
<b>CoComelon Marks</b>	The marks covered by the CoComelon Registrations and CoComelon Applications
<b>CoComelon Works</b>	U.S. Copyright Registration Nos.: VAu 1-379-978 covering JJ; VAu 1-322-038 covering Unpublished Family Characters 2017; VAu 1-319-613 covering Animal Characters 2017 and VAu 1-374-077 covering CoComelon Logo
<b>CoComelon Products</b>	A variety of consumer products including toys, apparel, backpacks and other gear
<b>Counterfeit Products</b>	Products bearing or used in connection with the CoComelon Marks and/or CoComelon Works, and/or products in packaging and/or containing labels and/or hang tags bearing the CoComelon Marks and/or CoComelon Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks and/or CoComelon Works and/or products that are identical or confusingly or substantially similar to the CoComelon Products
<b>Infringing Listings</b>	Defendants’ listings for Counterfeit Products
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Amazon, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active

	concert or participation with any of them
<b>Merchant Storefronts</b>	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 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
<b>Defendants' Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)
<b>Defendants' Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said accounts are located in the U.S. or abroad)
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies and payment processing agencies, such as 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
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Amazon, 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

On this day, the Court considered Plaintiffs' *ex parte* application for the following: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 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 against Defendants, Third Party Service Providers and Financial Institutions in light of Defendants' intentional and willful offerings for sale and/or sales of Counterfeit Products.<sup>1</sup> A complete list of Defendants is attached hereto as **Schedule A**, which also includes links to Defendants' Merchant Storefronts and Infringing Listings. Having reviewed the Application, Declarations of Robert Miller and Gabriela N. Nastasi, along with exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

**FACTUAL FINDINGS & CONCLUSIONS OF LAW**

1. ~~Plaintiffs are the owners of the intellectual property assets for the popular CoComelonContent – a popular streaming media show and YouTube channel featuring 3D animation videos of both traditional nursery rhymes and original children's songs.~~
2. ~~Established in 2006, and rebranded to the current CoComelon name in 2018, the CoComelon YouTube channel now generates more than 2 billion views a month, and as of July 2021, the CoComelon YouTube channel is the most viewed YouTube channel in the United States and the second most viewed YouTube channel in the world.~~
3. ~~In addition to streaming content, Moonbug and Treasure have also developed a variety of consumer products, such as t-shirts, backpacks and other gear, which is sold through the official CoComelon store at <https://shop.moonbug.com/collections/cocomelon>.~~

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<sup>1</sup> Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

~~(“CoComelon Products”).~~

4. Moonbug and Treasure have gained significant common law trademark and other rights in their CoComelon Products through their use, advertising and promotion, and have also protected their valuable rights by filing for and/or obtaining federal trademark registrations.
5. The CoComelon Products typically retail for between \$1.99-74.99.
6. While Moonbug and Treasure have gained significant common law trademark and other rights in the CoComelon Products, through their use, advertising and promotion, Plaintiffs have also protected their valuable rights by filing for and/or obtaining federal trademark registrations.
7. For example, Moonbug is the owner of one of the CoComelon Registrations (i.e., U.S. Trademark Registration No. 6,375,368 for “COCOMELON” for goods in Class 16) and Treasure is the owner of the remaining CoComelon Registrations (i.e., U.S. Trademark Registration Nos. 5,830,142 for “COCOMELON” for goods in Classes 9 and 41; 6,421,553 for “COCOMELON” for goods in Class 28; 6,521,784 for “COCOMELON” for goods in

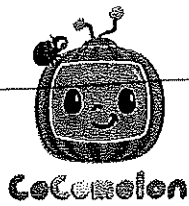


Class 25; 5,918,526 for “**CoComelon**” for goods in Classes 9 and 41; and 6,563,758 for

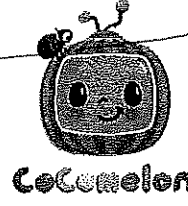


“**CoComelon**” for goods in Class 25). Treasure also applied for the registrations of the CoComelon Applications (i.e., U.S. Trademark Serial Application Nos.: 88/681,262 for “COCOMELON” for goods in Class 28; 88/681,248 for “COCOMELON” for goods in Class 9; 88/681,253 for “COCOMELON” for goods in Class 25; 88/945,840 for “





” for goods in Class 3; 88/681,276 for “



” for goods



in Class 25; 88/681,270 for “



” for goods in Class 9; and 88/681,280 for



“



” for goods in Class 28).

8. The CoComelon Marks are currently in use in commerce in connection with the CoComelon Products.
9. In addition, Treasure is also the owner of registered copyrights in and related to the CoComelon Products.
10. For example, Treasure owns the CoComelon Works (i.e. U.S. Copyright Registration Nos.: VAu 1-379-978 covering JJ; VAu 1-322-038 covering Unpublished Family Characters 2017; VAu 1-319-613 covering Animal Characters 2017 and VAu 1-374-077 covering CoComelon Logo).
11. Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale or Counterfeit Product through Defendants' User Accounts and Merchant Storefronts with Amazon.
12. Defendants are not, nor have they ever been, authorized distributors or licensees of the CoComelon Products. Neither Plaintiffs, nor any of Plaintiffs' authorized agents, have

consented to Defendants' use of the CoComelon Works and/or CoComelon Marks, nor have Plaintiffs consented to Defendants' use of marks and/or artwork that are confusingly and/or substantially similar to, identical to and constitute a counterfeiting or infringement of the CoComelon Works and/or CoComelon Marks.

1. ~~13.~~ Plaintiffs are likely to prevail on their Lanham Act, copyright and related common law claims at trial.
2. ~~14.~~ As a result of Defendants' infringements, Plaintiffs, as well as consumers, are likely to suffer immediate and irreparable losses, damages and injuries before Defendants can be heard in opposition, unless Plaintiffs' Application for *ex parte* relief is granted.

~~a. Defendants have offered for sale and sold substandard Counterfeit Products that infringe the CoComelon Works and/or CoComelon Marks;~~

~~b. Plaintiffs have well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in injury to Plaintiffs' reputation and goodwill; and that Plaintiffs may suffer loss of sales for the CoComelon Products; and~~

~~c. Plaintiffs have well-founded fears that if it proceeds on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe the CoComelon Works and/or CoComelon Marks, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Plaintiffs' claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the CoComelon Works and/or CoComelon Marks, the means of obtaining or~~

~~manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the CoComelon Works and/or CoComelon Marks and records User Accounts and Merchant Storefront under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence;~~

3. ~~15.~~ The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiffs, their business, the goodwill and reputation built up in and associated with the CoComelon Works and/or CoComelon Marks and to their reputations if a temporary restraining order is not issued.

4. ~~16.~~ Public interest favors issuance of the temporary restraining order in order to protect Plaintiffs' interests in and to the CoComelon Works and/or CoComelon Marks, and to protect the public from being deceived and defrauded by Defendants' passing off of their substandard Counterfeit Products as CoComelon Products.

~~17. Plaintiffs have not publicized their request for a temporary restraining order in any way.~~

5. ~~18.~~ Service on Defendants via electronic means is reasonably calculated to result in proper notice to Defendants.

6. ~~19.~~ If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the CoComelon Works and/or CoComelon Marks. Therefore, good cause exists for granting Plaintiffs' request for an asset restraining order. ~~It typically takes the Financial Institutions a minimum of five (5) days after service of the Order to locate, attach and freeze Defendants' Assets and/or Defendants' Financial Accounts and it is anticipated that it will take the Third Party Service Providers a minimum of five (5) days~~

~~to freeze Defendants' Merchant Storefronts. As such, the Court allows enough time for Plaintiffs to serve the Financial Institutions and Third Party Service Providers with this Order, and for the Financial Institutions and Third Party Service Providers to comply with the Paragraphs I(B)(1) through I(B)(2) and I(C)(1) through I(C)(2) of this Order, respectively, before requiring service on Defendants.~~

20. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiffs the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. Therefore, ~~Plaintiffs have good cause to be granted expedited discovery.~~

#### **ORDER**

Based on the foregoing findings of fact and conclusions of law, Plaintiffs' Application is hereby **GRANTED** as follows:

##### **I. Temporary Restraining Order**

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of the Court:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the CoComelon Works and/or CoComelon Marks and/or marks and/or artwork that are confusingly and/or substantially similar to, identical to and constitute a counterfeiting or infringement of the CoComelon Works and/or CoComelon Marks;

- 2) directly or indirectly infringing in any manner Plaintiffs' CoComelon and CoComelon Works;
- 3) using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' CoComelon Marks and CoComelon Works, to identify any goods or service not authorized by Plaintiffs;
- 4) using Plaintiffs' CoComelon Marks and/or CoComelon Works and/or any other marks that are confusingly similar to the CoComelon Marks and/or any other artwork that is substantially similar to the CoComelon Works, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, offering for sale, selling and/or otherwise dealing in Counterfeit Products;
- 5) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiffs, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities and Plaintiffs;
- 6) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;

- 7) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order; and
- 8) knowingly instructing any other person or business entity to engage in any of the activities referred to in subparagraphs I(A)(1) through I(A)(7) above and I(B)(1) through I(B)(2) and I(C)(1) through I(C)(2) below.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that the Third Party Service Providers and Financial Institutions are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of the Court:

- 1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants' Assets from or to Defendants' Financial Accounts until further ordered by this Court;
- 2) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defendants' Assets and Defendants' Financial Accounts; and
- 3) knowingly instructing any person or business entity to engage in any of the activities referred to in subparagraphs I(A)(1) through I(A)(7) and I(B)(1) through I(B)(2) above and I(C)(1) through I(C)(2) below.

C. IT IS HEREBY ORDERED, as sufficient cause has been shown, that the Third Party Service Providers are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of the Court:

- 1) within five (5) days after receipt of service of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- 2) knowingly instructing any other person or business entity to engage in any of the activities referred to in subparagraphs I(A)(1) through I(A)(7), I(B)(1) through I(B)(2) and I(C)(1) through I(C)(2) above.

*including intermediate Saturday and Sunday*

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

A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 11D of the United States District Court for the Southern District of New York at 500 Pearl Street/40 Foley Square, New York, New York on June 29, 2022 at 11:45 a.m. or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to Fed. R. Civ. P. 65(a), should not issue.

B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Plaintiffs' counsel by ~~delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42<sup>nd</sup> Street, Suite 1250, New York, NY 10165, Attn: Jason M. Drangel~~ *the electronic filing system* on or before June 24, 2022. Plaintiffs shall file any Reply papers on or before June 28, 2022. Plaintiffs shall file any reply papers by June 28, 2022.

C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in Paragraph II(A) above may result in the imposition of a

preliminary injunction against them pursuant to Fed. R. Civ. P. 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

**III. Asset Restraining Order**

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

*including intermediate Saturday and Sunday*

**IV. Order Authorizing Bifurcated and Alternative Service by Electronic Means**

A. IT IS FURTHER ORDERED pursuant to Fed. R. Civ. P. 4(f)(3), as sufficient cause has been shown, that service <sup>shall</sup> may be made on, and shall be deemed effective as to Defendants if it is completed by the following means:

*defendants within five days of this Order, inclusive of Saturday and Sunday*

1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, and (ii) a link to a secure website (including NutStore, a large mail link created through Rmail.com and via website publication through a specific page dedicated to this Lawsuit accessible through [ipcounselorslawsuit.com](http://ipcounselorslawsuit.com)) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiffs' Application seeking this Order to Defendants' e-mail addresses to be determined after having been identified by Amazon pursuant to Paragraph V(C) or may otherwise be determined.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be deemed effective as to Defendants, Third Party Service Providers and Financial Institutions through the pendency of this action.



- C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within five (5) days ~~of the Financial Institutions and Third Party Service Providers' compliance with Paragraphs III(A) and V(C)~~ of this Order, *inclusive of Saturday and Sunday.*
- D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons directed to all Defendants as listed in an attachment to the summons that will apply to all Defendants.
- E. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following if it is completed by the below means:
- 1) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal Inc. will be able to download a PDF copy of this Order via electronic mail to PayPal Legal Specialist at [EEOMALegalSpecialist@paypal.com](mailto:EEOMALegalSpecialist@paypal.com);
  - 2) delivery of: (i) a true and correct copy of this Order via Federal Express to Amazon.com, Inc. at Corporation Service Company 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501, (ii) a PDF copy of this Order and (iii) a link to a secure website where Amazon.com, Inc. and Amazon Pay will be able to download a PDF copy of this Order via electronic mail to [AmazonTROs@dwt.com](mailto:AmazonTROs@dwt.com);
  - 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer Inc. will be able to download a PDF copy of this Order via electronic mail to Payoneer Inc.'s Customer Service Management at [customerservicemanager@payoneer.com](mailto:customerservicemanager@payoneer.com) and [subpoenas@payoneer.com](mailto:subpoenas@payoneer.com) and Holly Clancy and Melissa Godwin, counsel for Payoneer Inc., at [Holly.Clancy@us.dlapiper.com](mailto:Holly.Clancy@us.dlapiper.com) and [Melissa.Godwin@us.dlapiper.com](mailto:Melissa.Godwin@us.dlapiper.com), respectively; and
  - 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PingPong Global Solutions Inc. will be able to download a PDF copy of this Order via electronic mail

to legal@pingpongx.com.

**V. Order Authorizing Expedited Discovery**

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

- 1) Within fourteen (14) days after receiving service of this Order, each Defendant shall serve upon Plaintiffs' counsel a written report under oath providing:
  - a. their true name and physical address;
  - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
  - c. the complete sales records for any and all sales of Counterfeit Products, including but not limited to number of units sold, the price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
  - d. the account details for any and all of Defendants' Financial Accounts, including, but not limited to, the account numbers and current account balances; and
  - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.
- 2) Plaintiffs may serve interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants who are served with this Order shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiffs' counsel.
- 3) Plaintiffs may serve requests for the production of documents pursuant to Fed. R. Civ. P. 26 and 34, and Defendants who are served with this Order and the requests for the

production of documents shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiffs' counsel.

*including intermediate Saturday and Sunday*

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, ~~the~~ Financial Institutions shall identify any and all of Defendants' Financial Accounts, and provide Plaintiffs' counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, including contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts and confirmation of said compliance with this Order.

*including intermediate Saturday and Sunday*

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

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

1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who are served with this Order shall provide Plaintiffs' counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:

a. account numbers;

- b. current account balances;
- c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, names, addresses and contact information;
- d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
- e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

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

- 1) Within fourteen (14) days of receipt of service of this Order, the Third Party Service Providers shall provide to Plaintiffs' counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
  - a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that

Defendants have ever had and/or currently maintain with the Third Party Service Providers that were not previously provided pursuant to Paragraph V(C);

- b. the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided pursuant to Paragraph V(C);
- c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the CoComelon Marks and/or CoComelon Works and/or marks and/or artwork that are confusingly and/or substantially similar to, identical to and constitute an infringement of the CoComelon Marks and/or CoComelon Works.

VI. Security Bond

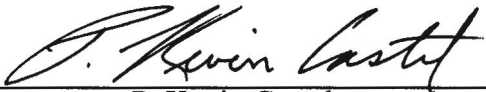
A. IT IS FURTHER ORDERED that Plaintiffs shall place security in the amount of \$5,000 *within five days, including intermediate Saturday and Sunday*  
*five thousand dollars*  
Dollars (      /      ) with the Court which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

A. IT IS FURTHER ORDERED that Plaintiffs' Complaint and exhibits attached thereto, and Plaintiffs' *ex parte* Application and the Declarations of Robert Miller and Gabriela N. Nastasi in support thereof and exhibits attached thereto and this Order shall remain sealed until the ~~Financial Institutions and Third Party Service Providers comply with Paragraphs I(B)-(C), III(A) and V(C) of this Order.~~ for five days from the date of this Order including intermediate Saturday and Sunday.

SO ORDERED.

SIGNED this 17th day of June, 2022, at 12:48 p.m.

  
\_\_\_\_\_  
P. Kevin Castel  
United States District Judge

# Schedule A

Case Name	URL	Merchant	Merchant Storefront
1. Awangto14dc	https://www.amazon.com/LANHU-Cocomelon-Background-Decorations-Photography/dp/B09J4N143	Amazon	https://www.amazon.com/?me=A905S2JAUPEL
2. Antidops	https://www.amazon.com/AMTIPLES-Cocomelon-Birthday-Decorations-Fds-Flowers/dp/B09MVK1RQL	Amazon	https://www.amazon.com/?me=ADAI1TKAYV18XUA
3. Anne Franklin	https://www.amazon.com/Supplies-Celebration-Birthday-Stickers-Tablecloth/dp/B09M8B9PTM	Amazon	https://www.amazon.com/?me=A3FEEDOOV78EAQ
4. AUTBYWQ	https://www.amazon.com/AUTBYWQ-Cartoon-Birthday-Toppers-Supplies/dp/B09356S219	Amazon	https://www.amazon.com/?me=A1V0TQA0745FP0
5. Barstoly us	https://www.amazon.com/Supplies-Birthday-Decorations-Tablecloth-Valentine/dp/B09M8MDCR	Amazon	https://www.amazon.com/?me=A17E7841EF595CU
6. Bertaparty	https://www.amazon.com/Cocomelon-Toppers-Birthday-Supplies-Decorations/dp/B092PHGTR	Amazon	https://www.amazon.com/?me=A33VUJUP6D8U2E
7. Billed1 Y5	https://www.amazon.com/Cartoon-Birthday-Supplies-Including-Decorations/dp/B09X215KX	Amazon	https://www.amazon.com/?me=A1V0TQA0745FP0
8. BUAAU	https://www.amazon.com/Tablecloth-Photography-Background-Disposable-Decorations/dp/B091V48AVR	Amazon	https://www.amazon.com/?me=A1V0TQA0745FP0
9. Bubbis	https://www.amazon.com/Watermelon-Supplies-Birthday-Decorations/dp/B09P801ZVW	Amazon	https://www.amazon.com/?me=A1V0TQA0745FP0
10. CA POP	https://www.amazon.com/JU-YOYO-TOMTOM-Decorations-Birthday-Supplies-Including/dp/B096F8VZNN	Amazon	https://www.amazon.com/?me=AFY1731137
11. catv123	https://www.amazon.com/Balloons-Supplies-Birthday-Decorations/dp/B096P783NK	Amazon	https://www.amazon.com/?me=AFY1731137
12. Cecetracelist	https://www.amazon.com/Birthday-Supplies-Compatible-Cocomelon-Decorations/dp/B094C8D3Z	Amazon	https://www.amazon.com/?me=AFY1731137
13. chenglingli	https://www.amazon.com/Drawing-Non-Woven-Balloons-Birthday-Supplies/dp/B09TWSVTC9	Amazon	https://www.amazon.com/?me=AFY1731137
14. CHAOZE	https://www.amazon.com/Cocomelon-Birthday-Supplies-Decorations/dp/B098HXK624B	Amazon	https://www.amazon.com/?me=A1D0A5F58DN20J1
15. chengdeyushuangyuanle	https://www.amazon.com/Coco-Melon-Supplies-Birthday-Tablecloth-Decorations/dp/B09KUV9375	Amazon	https://www.amazon.com/?me=A1V0TQA0745FP0
16. chengdeyushuangyuanle	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09C5PN338	Amazon	https://www.amazon.com/?me=A1V0TQA0745FP0
17. Dafarwon	https://www.amazon.com/Dafarwon-Birthday-Supplies-Goodies-Decorations/dp/B09QKFD788	Amazon	https://www.amazon.com/?me=A1V0TQA0745FP0
18. DERIMBEST	https://www.amazon.com/Cocomelon-Decorations-Watermelon-Background-8lus-Coco-2/dp/B0999PBQ39H	Amazon	https://www.amazon.com/?me=AFY1731137
19. Duaxin	https://www.amazon.com/Birthday-Balloons-Aluminum-Inflatable-Decorations/dp/B09DCC2R1C	Amazon	https://www.amazon.com/?me=AFY1731137
20. DZHKTMS	https://www.amazon.com/Birthday-Supplies-Decorations-Including-Balloons/dp/B09PZHG5VH	Amazon	https://www.amazon.com/?me=AFY1731137
21. Fengtas	https://www.amazon.com/Cocomelon-Supplies-Decorations-Suitable-Birthday/dp/B09DJB1R2Q	Amazon	https://www.amazon.com/?me=AFY1731137
22. Fishing cowboy	https://www.amazon.com/Watermelon-Goodie-Birthday-Supplies-Decorations/dp/B08T9Q3V1Z	Amazon	https://www.amazon.com/?me=AFY1731137
23. FISHOP-US	https://www.amazon.com/Birthday-Topper-Decorations-Supplies-Shower/dp/B09V9P9CZ	Amazon	https://www.amazon.com/?me=AFY1731137
24. Golden flowerpot	https://www.amazon.com/CYRONG-Tablecloth-Photography-Background-Decorations/dp/B09K43937V	Amazon	https://www.amazon.com/?me=AFY1731137
25. GoMnning	https://www.amazon.com/Decorations-Party-Supplies-Including-Invitation-Tablecloth/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
26. Greeny store full of surprises	https://www.amazon.com/Decorations-Birthday-Balloons-Aluminum-Supplies/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
27. Groffy Spen	https://www.amazon.com/Cocomelon-Birthday-Supplies-Decorations-Tablecloth/dp/B09QJGZHD9	Amazon	https://www.amazon.com/?me=AFY1731137
28. GuangzhouLidunShangMeiYouXianGongsi	https://www.amazon.com/Cartoon-Birthday-Decorations-Tablecloth-Sticker/dp/B09QJGZHD9	Amazon	https://www.amazon.com/?me=AFY1731137
29. haoshaoxiong	https://www.amazon.com/Toddler-Balloons-Supplies-30x40inch/dp/B09VDDPVG7	Amazon	https://www.amazon.com/?me=AFY1731137
30. HESHIZHU	https://www.amazon.com/Birthday-Mer-Coco-Melon-Invitation-30x40inch/dp/B09VDDPVG7	Amazon	https://www.amazon.com/?me=AFY1731137
31. Hwocofar	https://www.amazon.com/Cartoon-Birthday-Supplies-Goodies-Decorations/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
32. Jake US	https://www.amazon.com/Decorations-Party-Supplies-Including-Invitation-Tablecloth/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
33. Jachen Industrial (Shenzhen) Co., Ltd.	https://www.amazon.com/Supplies-Decorations-Birthday-Supplies-Flowers/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
34. JilinShengJingMingDianZhiShangYuYouXianGongsi	https://www.amazon.com/Coco-Melon-Tablecloth-Cartoon-Reusable-Decorations/dp/B09V9KX1JC	Amazon	https://www.amazon.com/?me=AFY1731137
35. Jilpo us	https://www.amazon.com/Cartoon-Birthday-Decorations-Cutlery-Tablecloth/dp/B09NBYC7F8	Amazon	https://www.amazon.com/?me=AFY1731137
36. Jomely	https://www.amazon.com/Geotrib-Honeycomb-Centerpieces-Decorations-Birthday/dp/B08JQ81TDJ	Amazon	https://www.amazon.com/?me=AFY1731137
37. KAZUJIA-US	https://www.amazon.com/Tablecloth-Photography-Background-Disposable-Decorations/dp/B09DHH30B8	Amazon	https://www.amazon.com/?me=AFY1731137
38. KUJICO	https://www.amazon.com/Cocomelon-Decorations-Tablecloth-Supplies/dp/B09V9KX1JC	Amazon	https://www.amazon.com/?me=AFY1731137
39. Latmelons	https://www.amazon.com/Cocomelon-Decorations-Tablecloth-Supplies/dp/B09V9KX1JC	Amazon	https://www.amazon.com/?me=AFY1731137
40. LAXUA	https://www.amazon.com/LAXUA-Birthday-Honeycomb-Centerpieces-Decorations/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
41. Luckmerry	https://www.amazon.com/Birthday-Decorations-Tablecloth-Photography-Background/dp/B09M8MDCR	Amazon	https://www.amazon.com/?me=AFY1731137
42. mading horse	https://www.amazon.com/Cocomelon-Decorations-Backdrops-Photography-Background/dp/B09V9KX1JC	Amazon	https://www.amazon.com/?me=AFY1731137
43. maka anni	https://www.amazon.com/Cartoon-Balloons-Birthday-Decorations-Supplies/dp/B09CZ67255	Amazon	https://www.amazon.com/?me=AFY1731137
44. MBVBN	https://www.amazon.com/Coco-melon-Birthday-Supplies-Decorations-Flowers/dp/B098DY5KX9	Amazon	https://www.amazon.com/?me=AFY1731137
45. meijundian	https://www.amazon.com/Cartoon-Cupcake-Decorations-Birthday-Supplies/dp/B09N9294Q	Amazon	https://www.amazon.com/?me=AFY1731137
46. minile111	https://www.amazon.com/MIMLE-Cocomelon-Birthday-Background-Decorations/dp/B08Q32XRZ	Amazon	https://www.amazon.com/?me=AFY1731137
47. MOCELO	https://www.amazon.com/Birthday-Backdrop-Coco-melon-Birthday-Supplies/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
48. moon shop us	https://www.amazon.com/Toppers-Children-Birthday-Supplies-Decorations/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
49. NUJMOBE	https://www.amazon.com/Cartoon-Melon-Honeycomb-Centerpieces-Decorations-Birthday/dp/B09X1CQM1C3	Amazon	https://www.amazon.com/?me=AFY1731137
50. nuobunzhi	https://www.amazon.com/Birthday-Backdrop-Photography-Background-Decorations/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
51. ONEERBEST	https://www.amazon.com/Birthday-Backdrop-Decorations-Watermelon-Background/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
52. PBYTRD	https://www.amazon.com/Party-Backdrop-Cartoon-Birthday-Decorations-Supplies/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
53. QINDOU	https://www.amazon.com/Runlike-J-Melon-Birthday-Supplies-Decorations/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
54. REHALY	https://www.amazon.com/NSNO-Birthday-Decorations-Balloons-Tablecloth/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
55. SASATEK	https://www.amazon.com/Cocomelon-Decorations-Watermelon-Photography-Background/dp/B09V9KX1JC	Amazon	https://www.amazon.com/?me=AFY1731137
56. Shengchengde	https://www.amazon.com/Cocomelon-Birthday-Supplies-Cupcake-Decorations/dp/B09V9KX1JC	Amazon	https://www.amazon.com/?me=AFY1731137
57. shijie149	https://www.amazon.com/Birthday-Supplies-Kechains-Wristbands-Classroom/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137
58. Shruendi	https://www.amazon.com/Birthday-Supplies-Kechains-Wristbands-Classroom/dp/B091196VDY	Amazon	https://www.amazon.com/?me=AFY1731137

59	Summerline-shop	<a href="https://www.amazon.com/Cartoon-Birthday-Decoration-Thickened-Acrylic/dp/B097NWMNBX">https://www.amazon.com/Cartoon-Birthday-Decoration-Thickened-Acrylic/dp/B097NWMNBX</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
60	Surkeelon	<a href="https://www.amazon.com/Cartoon-Birthday-Watermelon-Supplies-Decorations/dp/B097PM87PZ">https://www.amazon.com/Cartoon-Birthday-Watermelon-Supplies-Decorations/dp/B097PM87PZ</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
61	THUCI US	<a href="https://www.amazon.com/Birthday-Balloons-Decorations-Supplies-Cartoon/dp/B09FP9883D">https://www.amazon.com/Birthday-Balloons-Decorations-Supplies-Cartoon/dp/B09FP9883D</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
62	Tokyo US Direct	<a href="https://www.amazon.com/Tokyo-Birthday-Decorative-Photography-Backdrop/dp/B098L7P2BZ">https://www.amazon.com/Tokyo-Birthday-Decorative-Photography-Backdrop/dp/B098L7P2BZ</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
63	Wajjee	<a href="https://www.amazon.com/Wajjee-Cartoon-Melon-Birthday-Toppers-Supplies/dp/B09MFP7TZN">https://www.amazon.com/Wajjee-Cartoon-Melon-Birthday-Toppers-Supplies/dp/B09MFP7TZN</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
64	wenchangshiliu ongcanbahuo	<a href="https://www.amazon.com/ESOCACB-Centerpieces-Watermelon-Decorations-Centerpieces/dp/B09JLH83PX">https://www.amazon.com/ESOCACB-Centerpieces-Watermelon-Decorations-Centerpieces/dp/B09JLH83PX</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
65	Wuhamtegmunaoyiyouxiangongsi	<a href="https://www.amazon.com/Cocomelon-Streamer-Birthday-Supplies-Decoration/dp/B09P7D9XS">https://www.amazon.com/Cocomelon-Streamer-Birthday-Supplies-Decoration/dp/B09P7D9XS</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
67	XINJIE DIRECT	<a href="https://www.amazon.com/Meloni-Balloons-Birthday-Supplies-Number/dp/B09TFGC523">https://www.amazon.com/Meloni-Balloons-Birthday-Supplies-Number/dp/B09TFGC523</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
68	XISHAPE	<a href="https://www.amazon.com/Decorations-Birthday-Balloons-Aluminum-Supplies/dp/B09SMQ6L661">https://www.amazon.com/Decorations-Birthday-Balloons-Aluminum-Supplies/dp/B09SMQ6L661</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
69	Xuebang Trading	<a href="https://www.amazon.com/Melon-Birthday-Banner-Topper-Decorations/dp/B09AMT7BHR">https://www.amazon.com/Melon-Birthday-Banner-Topper-Decorations/dp/B09AMT7BHR</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
70	Yazababy	<a href="https://www.amazon.com/Cocomelon-Topper-Childrens-Birthday-Decorations/dp/B09K1324CN">https://www.amazon.com/Cocomelon-Topper-Childrens-Birthday-Decorations/dp/B09K1324CN</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
71	Yazababy	<a href="https://www.amazon.com/Co-melon-Toppers-Birthday-Cartoon-Decorations/dp/B09XQ2HG8R">https://www.amazon.com/Co-melon-Toppers-Birthday-Cartoon-Decorations/dp/B09XQ2HG8R</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
72	Yenuoceshang2011	<a href="https://www.amazon.com/Birthday-Supplies-Decorations-Tablecloth-Balloons/dp/B09WYLLQWX">https://www.amazon.com/Birthday-Supplies-Decorations-Tablecloth-Balloons/dp/B09WYLLQWX</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
73	YIMEI	<a href="https://www.amazon.com/Birthday-Balloons-Decorations-Aluminum-Suppliers/dp/B09YD96692">https://www.amazon.com/Birthday-Balloons-Decorations-Aluminum-Suppliers/dp/B09YD96692</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
74	Yongguandlratelshngwuyouxiangongsi	<a href="https://www.amazon.com/Habbipet-Cocomelon-Decorations-Kids-Flatware-Decorations/dp/B09MFTJQW">https://www.amazon.com/Habbipet-Cocomelon-Decorations-Kids-Flatware-Decorations/dp/B09MFTJQW</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
75	YUNFEI US	<a href="https://www.amazon.com/Honeycomb-Birthday-Decorations-Centerpieces-Tables/dp/B09T2VAMD13">https://www.amazon.com/Honeycomb-Birthday-Decorations-Centerpieces-Tables/dp/B09T2VAMD13</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
76	YUS-US	<a href="https://www.amazon.com/Packs-Coco-melon-Birthday-Supplies-Decorations/dp/B09YB558N8">https://www.amazon.com/Packs-Coco-melon-Birthday-Supplies-Decorations/dp/B09YB558N8</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
77	YUYUANB	<a href="https://www.amazon.com/Supplies-Decorations-Birthday-Balloons-Tablecloth/dp/B09QHXX7YL">https://www.amazon.com/Supplies-Decorations-Birthday-Balloons-Tablecloth/dp/B09QHXX7YL</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
78	Yhangliangfudebeimaidianpu	<a href="https://www.amazon.com/Honeycomb-Centerpieces-Decorations-Birthday-Supplies/dp/B09T78FKC">https://www.amazon.com/Honeycomb-Centerpieces-Decorations-Birthday-Supplies/dp/B09T78FKC</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
79	Zhi Yi Shop	<a href="https://www.amazon.com/Avatar-Birthday-Backdrop-Backdrops-Decorations/dp/B09DYFRVM3">https://www.amazon.com/Avatar-Birthday-Backdrop-Backdrops-Decorations/dp/B09DYFRVM3</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
80	Zhushanhandebeimaidianpu	<a href="https://www.amazon.com/Tablecloth-Coco-Melon-Decorations-Birthday-Supplies/dp/B09VXL5FXQ">https://www.amazon.com/Tablecloth-Coco-Melon-Decorations-Birthday-Supplies/dp/B09VXL5FXQ</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
81	ZYVOKO US	<a href="https://www.amazon.com/Birthday-Supplies-Decorations-Tablecloth-Tablecover/dp/B09GNQJ4V7T">https://www.amazon.com/Birthday-Supplies-Decorations-Tablecloth-Tablecover/dp/B09GNQJ4V7T</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>
82	合肥宏远商贸有限公司	<a href="https://www.amazon.com/Decorations-Birthday-Decorations-Flatware-Cutlery-Creating-Atmosphere-Supplies/dp/B09M1664TH6">https://www.amazon.com/Decorations-Birthday-Decorations-Flatware-Cutlery-Creating-Atmosphere-Supplies/dp/B09M1664TH6</a>	<a href="https://www.amazon.com/?ref=AUIW6W6SWMNJS">https://www.amazon.com/?ref=AUIW6W6SWMNJS</a>



# **EXHIBIT C**

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[gnastasi@ipcounselors.com](mailto:gnastasi@ipcounselors.com)  
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Facsimile: (212) 292-5391  
*Attorneys for Plaintiffs*  
*Moonbug Entertainment Limited and*  
*Treasure Studio Inc.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED and  
TREASURE STUDIO INC.,

*Plaintiffs*

v.

AKWUGDFFO1DDC, AMTIOPS, ANNE  
FRANKLIN, AUTBYWQ, BERSAICY US,  
BESTPARTY, BICLLCSDD YS, BUAAUA,  
BUBALUIS, CA POP, CATTIE123,  
CECEBRACELST, CHANGLINGLI, CHAOZE,  
CHENGDUUSAISHUANGYOUJIE,  
CHENGDUUYUZHENGCONGGONGSI,  
DAFARWON, DERMIBEST, DUAXIN,  
DZYHKYMS, FENGUAS, FISHING COWBOY,  
FTSHOP-US, GOLDEN FLOWERPOT,  
GOMONNING, GROCERY STORE FULL OF  
SURPRISES, GROFFRY SPEN,  
GUANGZHOULUQINSHANGMAOYOUXIANGON  
GSIO, HAOSHAOXIONG, HESHIZHU,  
HWOZOFAR, JAKE US, JACHEN INDUSTRIAL  
(SHENZHEN) CO., LTD.,  
JILINSHENGGUMINGDIANZISHANGWUYOUIA  
NGONGSI, JINPO US, JONENLY, KAZUA-US,

**CIVIL ACTION No.  
22-cv-5044 (PKC)**

KULOLO, LANMELONS, LAXUA, LUCKMERRY,  
MADING HORSE, MAKE.ANNI, MBVBN,  
MEIJUNDIAN, MIMILE111, MOCEJOE, MOON  
SHOP US, NUMOSE, NUORUNZHI, ONERBEST,  
PSBYTRD, QINOOU, REHALY, SASATEK,  
SHENGTANGDE, SHIJIE149, SHRUENDI,  
SUMMERTIME-SHOP, SUNKEELON, THUCI US,  
TOKYIA US DIRECT, WAJJIOE,  
WENCHANGSHILUOJIONGCANBAIHUO,  
WQFIRST,  
WUHANTENGMUMAOYIYOUXIANGONGSI,  
XINJIE DIRECT, XISHAPE, XUEHANG TRADING,  
XUZHIMIN77, YAZEBABY,  
YENUOCESHANG2011, YIMEII,  
YONGGUANDIANZISHANGWUYOUXIANGONG  
SI, YUNFEI US, YUSI-US, YUYUANB,  
ZHANGLIANGFUDEBEIMEIDIANPU, ZHI YI  
SHOP, ZHUSHANSHANDEBEIMEIDIANPU,  
ZIYOKO US and 合肥宽岱商贸有限公司1,

*Defendants*

**CERTIFICATE OF SERVICE**

I, Danielle S. Futterman, hereby certify as follows:

1. I am over eighteen (18) years of age and not a party to this action. I have never been convicted of a felony or any criminal offense involving moral turpitude, and I am fully competent to attest to the matters stated herein. I have personal knowledge of every statement made in this Certificate of Service and such statements are true and correct.
2. I am an associate attorney with the law firm Epstein Drangel LLP, a limited liability partnership located at 60 East 42<sup>nd</sup> Street, Suite 1250, New York, New York 10165. I am duly admitted to practice before the Courts of the State of New York and the United States District Court for the Southern District of New York.
3. I am an attorney for Plaintiffs Moonbug Entertainment Limited (“Moonbug”) and Treasure Studio Inc. (“Treasure”) in the above-captioned case.
4. On June 16, 2022, Plaintiffs filed this action and moved *ex parte* against the above-captioned Defendants for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts and Defendants’ Assets with the Financial Institutions; 3) an order to show cause why a preliminary injunction should not issue; and 4) an order authorizing bifurcated and alternative service.
5. On June 17, 2022, the Court entered an Order granting Plaintiffs’ Application (“TRO”).
6. By letter dated June 22, 2022, Plaintiffs requested that the Court modify and extend the TRO. By Order dated the same day, June 22, 2022, the Court granted Plaintiffs’ request (“June 22, 2022 Order”).

7. On June 27, 2022, pursuant to the alternative methods of service authorized by the TRO, Plaintiffs served the Summons, Complaint, TRO, all papers filed in support of the Application and the June 22, 2022 Order on each and every Defendant.

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

Dated: July 5, 2022  
New York, New York

By: /s/ Danielle S. Futterman  
Danielle S. Futterman (DY 4228)  
dfutterman@ipcounselors.com  
EPSTEIN DRANGEL LLP  
60 East 42<sup>nd</sup> Street, Suite 1250  
New York, NY 10165  
Telephone: (212) 292-5390  
Facsimile: (212) 292-5391  
*Attorneys for Plaintiffs*  
*Moonbug Entertainment Limited and*  
*Treasure Studio Inc.*

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X

Moonbug Entertainment Limited and Treasure Stuc

Plaintiff(s),

22 Civ. 5044 (PKC)

- against -

**CLERK'S CERTIFICATE  
OF DEFAULT**

AKWUGFDFO1DDC, et al.

Defendant(s),

-----X

**I, RUBY J. KRAJICK, Clerk of the United States District Court for**

**the Southern District of New York, do hereby certify that this action was commenced on**

6/16/2022

**with the filing of a summons and complaint, a copy of the summons and**

**complaint was served on defendant(s)** See Attachment A

**by personally serving** Defendants by email pursuant to the Court's 6/16/2022 and 6/22/2022  
Orders on 6/27/2022,

**and proof of service was therefore filed on** 10/4/2022, **Doc. #(s)** 21.

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

**Dated: New York, New York**

March 7, 2023

**RUBY J. KRAJICK  
Clerk of Court**



**By:** \_\_\_\_\_  
**Deputy Clerk**

## Attachment A

1. akwugfdfo1ddc
2. Amtiops
3. Anne Franklin
4. AUTBYWQ
5. Bersaicy us
6. bestparty
7. Biellcsdd YS
8. BUAUA
9. Bubaluis
10. CA POP
11. cattie123
12. Cecebracelst
13. changlingli
14. CHAOZE
15. chengdusaishuangyoujie
16. chengduuyuzhengconggongsi
17. Dafarwon
18. DERMIBEST
19. DuaXin
20. DZYHKYMS
21. Fenguas
22. Fishing cowboy
23. FTSHOP-US
24. Golden flowerpot
25. GoMonning
26. Grocery store full of surprises
27. Groffry Spen
28. GuangZhouLuQinShangMaoYouXianGongSio
29. haoshaoxiong
30. HESHIZHU
31. Hwozofar
32. Jake US
33. Jiachen Industrial (Shenzhen) Co. , Ltd.
34. JiLinShengGuMingDianZiShangWuYouXianGongSi
35. Jinpo us
36. Jonenly
37. KAZUA-US
38. KULOLO
39. Lanmelons



40. LAXUA
41. Luckmerry
42. mading horse
43. MBVBN
44. meijundian
45. mimile111
46. MOCEJOE
47. moon shop us
48. NUMOSE
49. nuoRunZhi
50. ONERBEST
51. Psbytrd
52. QINOOU
53. REHALY
54. SASATEK
55. Shengtangde
56. shijie149
57. Shruendi
58. Summertime-shop
59. Sunkeelon
60. THUCI US
61. Tokyia US Direct
62. Wajjioe
63. wenchangshiluojiangcanbaihuo
64. Wqfirst
65. wuhantengmumaoyiyouxiangongsi
66. XINJIE DIRECT
67. XISHAPE
68. Xuehang Trading
69. xuzhimin77
70. yazebaby
71. Yenuoceshang2011
72. YIMEII
73. yongguandianzishangwuyouxiangongsi
74. YUNFEI US
75. Yusi-us
76. YUYUANB
77. zhangliangfudebeimeidianpu
78. zhi yi shop
79. zhushanshandebeimeidianpu
80. Ziyoko US
81. 合肥宽岱商贸有限公司1 a/k/a Hefei Kuandai Trading Co., Ltd. 1

# **EXHIBIT E**

NO.	DEFAULTING DEFENDANT	COCOMELON MARK(S) AND WORKS INFRINGED IN THE UNDISPUTED EVIDENCE	STATUTORY DAMAGES REQUESTED
1	Bicellesdd YS	US Trademark Reg. No. 6,375,368 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 62).	\$50,000.00
2	Bubaluis	U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 77).	\$50,000.00
3	cattie123	US Trademark Reg. No. 6,421,553 for goods in Class 28 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 98-100).	\$50,000.00
4	chengduuyuzhengcongongsi	U.S. Copyright Registration VAu 1-374-077. (Complaint, Ex. D. pp. 137).	\$50,000.00
5	DERMIBEST	US Trademark Reg. No. 6,375,368 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 156).	\$50,000.00
6	DZYHKYMS	U.S. Copyright Registration VAu 1-374-077. (Complaint, Ex. D. pp. 171-174).	\$50,000.00
7	Golden flowerpot	U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 211-212).	\$50,000.00
8	GoMonning	US Trademark Reg. No. 6,421,553 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 219).	\$50,000.00
9	GuangZhouLuQinShangMaoYouXianGongSio	US Trademark Reg. No. 6,375,368 for goods in Class 16 US Trademark Reg. No. 6,421,553 for goods in Class 28 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 240-241).	\$50,000.00
10	JiLinShengGuMingDianZiShangWuYouXianGongSi	US Trademark Reg. No. 6,421,553 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 290).	\$50,000.00
11	Jonenly	U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 306-307). JJ MELON	\$50,000.00
12	MBVBN	US Trademark Reg. No. 6,421,553 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 371).	\$50,000.00
13	meijundian	U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 378-390).	\$50,000.00
14	nuoRunZhi	U.S. Copyright Registration VAu 1-379-978 U.S. Copyright Registration VAu 1-322-038 U.S. Copyright Registration VAu 1-319-613 (Complaint, Ex. D. pp. 433-434).	\$50,000.00
15	SASATEK	U.S. Copyright Registration VAu 1-374-077 U.S. Copyright Registration VAu 1-319-613 (Complaint, Ex. D. pp. 474).	\$50,000.00
16	Wajjioe	U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 535-546).	\$50,000.00
17	Wqfirst	U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 560).	\$50,000.00
18	xuzhimin77	US Trademark Reg. No. 6,421,553 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 603).	\$50,000.00
19	Yenuoceshang2011	US Trademark Reg. No. 6,375,368 for goods in Class 16 US Trademark Reg. No. 6,421,553 for goods in Class 28 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 617-621).	\$50,000.00
20	YIMEII	US Trademark Reg. No. 6,375,368 for goods in Class 16 US Trademark Reg. No. 6,421,553 for goods in Class 28 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 628-630).	\$50,000.00
21	Yusi-us	US Trademark Reg. No. 6,421,553 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 661).	\$50,000.00
22	zhangliangfudebeimeidianpu	US Trademark Reg. No. 6,421,553 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 675).	\$50,000.00
23	zhushanshandebeimeidianpu	US Trademark Reg. No. 6,421,553 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 690-691).	\$50,000.00
24	合肥宽岱商贸有限公司1 a/k/a Hefei Kuandai Trading Co., Ltd. 1	US Trademark Reg. No. 6,421,553 for goods in Class 16 U.S. Copyright Registration VAu 1-374-077 (Complaint, Ex. D. pp. 718-720).	\$50,000.00
			\$1,200,000.00