

UNITED STATES DISTRICT COURT

for the

Southern District of New York

Spin Master Ltd. and Spin Master, Inc.

Plaintiff(s)

v.

010, et al.

Defendant(s)

20 CV 6457

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) 010 and all other Defendants identified in the Complaint

A lawsuit has been filed against you.

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

Danielle S. Yamali  
Epstein Drangel LLP  
60 East 42nd Street, Suite 2520  
New York, NY 10165

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

Date:

AUG 14 2020

RUBY J. KRAJICK

CLERK OF COURT

Signature of Clerk or Deputy Clerk

Jason M. Drangel (JD 7204)  
[jdrangel@ipcounselors.com](mailto:jdrangel@ipcounselors.com)  
Ashly E. Sands (AS 7715)  
[asands@ipcounselors.com](mailto:asands@ipcounselors.com)  
Brienne Scully (BS 3711)  
[bscully@ipcounselors.com](mailto:bscully@ipcounselors.com)  
Danielle S. Yamali (DY 4228)  
[dfutterman@ipcounselors.com](mailto:dfutterman@ipcounselors.com)  
EPSTEIN DRANGEL LLP  
60 East 42<sup>nd</sup> Street, Suite 2520  
New York, NY 10165  
Telephone: (212) 292-5390  
Facsimile: (212) 292-5391  
*Attorneys for Plaintiffs*  
*Spin Master Ltd. and Spin Master, Inc.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SPIN MASTER LTD. and SPIN MASTER, INC.,

*Plaintiffs*

v.

010, 365SMILE-MALL, ALL, AUMARKET,  
BEAUTY BEE, BROTHER JEWELRY STORE,  
CHARMING CABIN, CL-ZJ,  
CORNUCOPIA\_STORE, COSMETICS  
SUPERMARKET, DRA HLINE, ELUNE,  
ETERNAL LOVE UNCHANGED,  
HAPPYBOYQI, HI-TECHSHOPPERS, HOT  
SHOPPING, HUCHUNLAN123,  
JIANGDAIHAO,  
JINHUAFENGXINGTIANXIADIANZISHANG  
WUGONGSI, JUANYISTORE, JYP654,  
KECHENGCHUANG STORE, KINGREE,  
LIXIAO, LLLLLLUO, L'S LUCKY HOME,  
LUCY888888, M S COMMUNE, MAIQISHOP,  
MINGYUE666, MISS FANG GROCERY  
STORE, MOHAMMED, MOZHIJIA,  
NINJAGIFTS, NIOUWNS, OMUN, PAN2017  
STORE, QWMIMI, RUXIURONG, SELECT A  
GOOD PRODUCT, SHENZHEN  
MICRONHOBBY TECHNOLOGY CO., LTD,  
SHENZHENSHIYUEFEIYUEWANGLUOKEJI  
YOUXIANGONGSI, SMALLJSTORE,

**CIVIL ACTION No. 20-cv-6457**

**COMPLAINT**

**Jury Trial Requested**

**FILED UNDER SEAL**

TIANYUHUA66050, TINGTINGSOTRE, TOP  
MALLS, TYM-GZ, WALK THE FASHION,  
WELL NETWORK CO, WZIG,  
XIANGRONG7317, XIAORAN SHOPS,  
YANZAITIANXIA, YIWUNEWDIANPU123,  
YUHANG E-COMMERCE LIMITED  
COMPANY, YUNJISTORE, ZEROSPACE\_LTD  
and ZHANGYONGCAI520520,

*Defendants*

卖家 SellerDefense

## GLOSSARY

<b>Term</b>	<b>Definition</b>
<b>Plaintiffs or Spin Master</b>	Spin Master Ltd. and Spin Master, Inc.
<b>Defendants</b>	010, 365smile-mall, all, aumarket, Beauty bee, Brother jewelry store, charming cabin, CL-ZJ, Cornucopia_store, Cosmetics Supermarket, DRA HLINE, Elune, Eternal love unchanged, happyboyqi, Hi-techshoppers, Hot Shopping, huchunlan123, jiangdaihao, jinhua fengxing tianxi dianzishangwugongsi, juanyistore, jyp654, Kechengchuang Store, Kingree, lixiao, LLLLLLuo, L's Lucky Home, lucy888888, M S COMMUNE, maiqishop, mingyue666, Miss Fang grocery store, Mohammed, mozhijia, NinjaGifts, Niouwns, omun, Pan2017 store, qwmimi, ruxiurong, Select a good product, Shenzhen Micronhobby Technology Co., Ltd, shenzhenshiyuefeiyuewangluokejiyouxiangongsi, smallJstore, tianyuhua66050, tingtingsotre, top malls, TYM-GZ, Walk the Fashion, Well Network Co, wzig, xiangrong7317, XiaoRan shopS, yanzaitianxia, yiwunewdianpu123, Yuhang E-commerce Limited Company, yunjistore, ZeroSpace_Ltd and zhangyongcai520520
<b>Wish</b>	Wish.com, a San Francisco, California-based, online marketplace and e-commerce platform owned by ContextLogic, Inc., a Delaware corporation (“ContextLogic”), that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiffs
<b>New York Address</b>	244 Madison Ave, No. 411, New York, New York 10016
<b>Complaint</b>	Plaintiffs’ Complaint filed on August 14, 2020
<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 filed on August 14, 2020
<b>Harris Dec.</b>	Declaration of Christopher Harris in Support of Plaintiffs' Application
<b>Yamali Dec.</b>	Declaration of Danielle S. Yamali in Support of Plaintiffs' Application
<b>Flutterbye Works</b>	U.S. Copyright Registration Nos: VA 1-899-358 covering the Flutterbye packaging artwork, VA 1-861-460 covering the Flutterbye Flying toy figurine, VA 1-901-312 covering the Flutterbye Flower Fairy toy, 1-913-178 covering the Flutterbye Ocean Fairy toy, VA 1-912-815 covering the Flutterbye Sunbeam Fairy toy, VA 1-900-805 covering the Flutterbye Stardust Fairy toy and VA 1-899-356 covering the Flutterbye Fairy instruction manual
<b>Flutterbye Products</b>	Hand-held winged toys that are designed to look like fairies. They are motor-controlled and float above users' palms using electrostatic levitation, and each Flutterbye Fairy includes a decorative base
<b>Infringing Products</b>	Products bearing or used in connection with the Flutterbye Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Flutterbye Works, and/or bearing or used in connection artwork that is substantially similar to the Flutterbye Works and/or products that are identical or substantially similar to the Flutterbye Products
<b>Infringing Listings</b>	Defendants' listings for Infringing Products
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Wish, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or 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 Infringing Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
<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 account is located in the U.S. or abroad)
---------------------------------------	---

 SellerDefense

Plaintiff Spin Master Ltd., a limited liability company organized in Canada, and Plaintiff Spin Master, Inc., a Delaware corporation and Plaintiff Spin Master Ltd.'s wholly-owned subsidiary and exclusive U.S. licensee, by and through its undersigned counsel, alleges as follows:<sup>1</sup>

### **NATURE OF THE ACTION**

1. This action involves claims for copyright infringement of Plaintiffs' federally registered copyrights in violation of the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.* arising from the Defendants' infringement of the Flutterbye Works, including, without limitation, the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling unlicensed and infringing versions of Plaintiffs' Flutterbye Products.

### **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 Copyright Act, 17 U.S.C. §§ 101 *et seq.* and pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum of seventy-five thousand dollars.

3. Personal jurisdiction exists over Defendants in this judicial district pursuant to N.Y.C.P.L.R. § 302(a)(1)<sup>2</sup>, because, upon information and belief, Defendants regularly conduct, transact and/or solicit business in New York, and/or derive substantial revenue from

---

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

<sup>2</sup> In the alternative, to the extent the court determines Defendants are not subject to jurisdiction under § 302(a)(1), Defendants are subject to jurisdiction pursuant to Fed. R. Civ. P. 4(k)(2).

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, 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 User Accounts with online marketplace platforms such as Wish, as well as any and all as yet undiscovered User Accounts on other online marketplace platforms, through which consumers in the U.S., including New York, can view the one or more Merchant Storefronts that each Defendant operates, uses to communicate with Defendants regarding their listings for Infringing Products and to place orders for, receive invoices for and purchase Infringing 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, sell and/or otherwise deal in products, including the Infringing Products at significantly below-market prices to consumers worldwide, including to consumers in the U.S., and specifically in 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 Infringing Products.
  - e. Upon information and belief, Defendants are aware of Plaintiffs, its Flutterbye Products and Flutterbye Works
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 Spin Master Ltd. is a Canadian corporation with a principal place of business at 121 Bloor St. East, Toronto, ON, M4W 1A9, Canada.
6. Plaintiff Spin Master, Inc. is a Delaware corporation with a registered office at 300 International Drive, Suite 100, Williamsville, New York 14421, and principal place of business at 5880 W. Jefferson Blvd., Suite A, Los Angeles, California 90016.
7. Upon information and belief, Defendants are merchants on the Wish.com online marketplace platform, which, upon information and belief, is owned by ContextLogic, Inc., a Delaware corporation with a principal place of business at One Sansome Street, 40<sup>th</sup> Floor, San Francisco, CA 94104, through which Defendants offer for sale and/or sell Infringing Products.

## **GENERAL ALLEGATIONS**

### **Plaintiffs and Their Well-Known Flutterbye Products**

8. Plaintiffs are part of a large, multinational toy and entertainment company started in 1994 that designs and sells innovative children's lifestyle products and toys under their own well-known brands, including Twisty Petz®, Flutterbye Fairy®, Bunchems® and Hatchimals®, as well as under their licensed properties, such as Paw Patrol® and Air Hogs®.

9. Plaintiffs sell their Spin Master Products throughout the U.S. and the world through major retailers, quality toy stores, department stores and online marketplaces, including, but not limited to, Walmart, Target, Kohl's, and Amazon.com, among others.

10. In addition, Plaintiffs sell their Spin Master Products directly through Plaintiffs' website, available at [www.shop.spinmaster.com](http://www.shop.spinmaster.com), as well as through websites dedicated to the individual Spin Master Products.

11. One of Plaintiffs' most successful products is its Flutterbye Products, which are hand-held, winged toys that are designed to look like fairies. The Flutterbye Products are motor-controlled and float above users' palms using electrostatic levitation. Additionally, each of the Flutterbye Products includes a decorative base. Images of examples of Spin Master's Flutterbye Products are attached hereto as **Exhibit A** and incorporated herein by reference.

12. The Flutterbye Products retail from \$25.00 to \$50.00.

13. The Flutterbye Products have achieved great success and immense popularity since their introduction in 2013.

14. Plaintiffs are the exclusive owners of all intellectual property rights in and related to the Flutterbye Products, including both registered and unregistered copyrights.

15. Plaintiffs have protected their valuable rights by filing and obtaining U.S. copyright registrations in and relating to the Flutterbye Products. For example, Plaintiffs are the owners of the following U.S. Copyright Registration Numbers:

- a. VA 1-899-358, covering the Flutterbye Fairy Product packaging artwork, as depicted below:



- b. VA 1-861-460, covering the Flutterbye Flying Toy Figurine, as depicted below:



- c. VA 1-901-312, covering the Flutterbye Flower Fairy Toy, as depicted below:



d. VA 1-913-178, covering the Flutterbye Ocean Fairy Toy, as depicted below:



e. VA 1-912-815, covering the Flutterbye Sunbeam Fairy Toy, as depicted below:



A Winx Club doll of Locket, a blue fairy with large purple wings, standing with arms outstretched. She has blue hair and is wearing a blue and purple outfit. The doll is shown against a plain white background.

[illegible]

True and correct copies of the registration certificates for the foregoing Flutterbye Works are attached hereto as **Exhibit B** and incorporated herein by reference.

16. The success of the Flutterbye Products is due in large part to Plaintiffs' marketing, promotional and distribution efforts. These efforts include, but are not limited to, the advertising and promotion of the Flutterbye Products through Plaintiffs' website, nationwide television advertising campaigns, print and internet-based advertising and publicity, placement of the Flutterbye Products at dozens of authorized major retail outlets, both domestically and abroad, as well as Plaintiffs' participation in trade shows.

17. Plaintiffs' success is also due to their use of the highest quality materials and processes in making the Flutterbye Products.

18. Plaintiffs have gone to great lengths to protect their interests to the Flutterbye Products and Flutterbye Works. No one other than Plaintiffs are authorized to use, manufacture, reproduce, copy, display, prepare derivative works of, distribute, sell, transfer, rent, perform and/or market Plaintiffs' Flutterbye Products and/or Flutterbye Works without the express written permission of Plaintiffs.

#### **Wish and Defendants' User Accounts**

19. Wish 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>3</sup> among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

---

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

20. A majority of the third-party merchants that have User Accounts with and operate Merchant Storefronts on Wish, like Defendants, are located in China.<sup>4</sup> As of May 2015, over 40 million items from 100,000 User Accounts were available on Wish.<sup>5</sup> Between June 2014 and May 2015, nearly 100 million distinct User Accounts became registered on Wish.<sup>6</sup> Currently, Wish claims a base of over 300 million users.<sup>7</sup> As one of the leaders of the worldwide e-commerce and digital retail market, Wish has generated billions in sales worldwide.<sup>8</sup> Sales to the U.S. make up a significant percentage of the business done on Wish. Wish was the most downloaded shopping app worldwide in 2018 and is now the third-biggest e-commerce marketplace in the U.S. by sales.<sup>9</sup> Globally, some 90 million people use it at least once a month.<sup>10</sup> Currently, Wish is valued at over \$8 billion, which is more than the market value of three of the largest traditional retailers in the U.S.<sup>11</sup>

21. Wish aggressively uses the internet, including Facebook, Google and Pinterest, to market itself and the products offered for sale and/or sold by its third-party merchant users to potential consumers, particularly in the U.S. For example, Wish is in the top-five largest

---

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

<sup>5</sup> See *id.*

<sup>6</sup> See *id.*

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

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

<sup>9</sup> See Parmy Olson, *Meet The Billionaire Who Defied Amazon And Built Wish, The World's Most-Downloaded E-Commerce App*, FORBES (March 13, 2019), <https://www.forbes.com/sites/parmyolson/2019/03/13/meet-the-billionaire-who-defied-amazon-and-built-wish-the-worlds-most-downloaded-e-commerce-app/#da45b4d70f52>.

<sup>10</sup> See *id.*

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



advertisers on the aforementioned popular search engines and social media websites.<sup>12</sup> In 2015, Wish spent approximately \$100 million on advertisements on Facebook alone.<sup>13</sup>

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

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

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

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

---

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

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

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

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

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



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

**Defendants' Wrongful and Infringing Conduct**

27. Particularly in light of Plaintiffs' success with their Flutterbye Products and Flutterbye Works, as well as the reputation they have gained, Plaintiffs and their Flutterbye Products and Flutterbye Works have become targets for unscrupulous individuals and entities who wish to exploit the Flutterbye Products and Flutterbye Works and Plaintiffs investigate and enforce against such activities.

28. Through Plaintiffs' counsel's investigative and enforcement efforts, Plaintiffs learned of Defendants' actions which vary and include, but are not limited to: reproducing, copying, preparing derivative works of, publicly displaying and/or distributing, transferring and/or selling copies of Plaintiffs' Flutterbye Works, and/or manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling products bearing or used in connection with Plaintiffs' Flutterbye Works, and/or products in packaging and/or containing labels and/or hang tags bearing Plaintiffs' Flutterbye Works, and/or bearing or used in connection with artwork that is substantially similar to the Flutterbye Works to U.S. consumers, including those located in the state of New York, through Defendants' User Accounts and Merchant Storefronts. Printouts of Infringing Listings from Defendants' User Accounts and Merchant Storefronts are included in **Exhibit C** attached hereto and incorporated herein by reference.

29. Defendants are not, and have never been, authorized by Plaintiffs or any of their authorized agents, authorized licensees or authorized distributors to reproduce, copy, prepare derivative works of, publicly display and/or distribute, transfer and/or sell copies of Plaintiffs'

Flutterbye Works, and/or copy, manufacture, import, export, advertise, market, promote, distribute, display, offer for sale and/or sell Flutterbye Products and/or products bearing or used in connection with Plaintiffs' Flutterbye Works, and/or products in packaging and/or containing labels and/or hang tags bearing Plaintiffs' Flutterbye Works, and/or bearing or used in connection with artwork that is substantially similar to the Flutterbye Works.

30. Defendants' Infringing Products are nearly indistinguishable from Plaintiffs' Flutterbye Products and/or bear or are sold in connection with copies of Plaintiffs' Flutterbye Works that are nearly indistinguishable from Plaintiffs' Flutterbye Works, with only minor variations that no ordinary consumer would recognize.

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

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

33. For example, below on the left is an image of one of Plaintiffs' Flutterbye Products which typically retails from \$25.00 - \$50.00. Depicted below on the right is the listing for Defendant aumarket's Infringing Product ("aumarket Infringing Listing" and "aumarket Infringing Product," respectively). The aumarket Infringing Listing appears on Defendant aumarket's Merchant Storefront, <https://www.wish.com/merchant/597f1fc060b5b210344c7c5b>, and offers the aumarket Infringing Product for \$10.00, using, reproducing, copying and/or displaying one or more of the Flutterbye Works, and/or substantially similar works in the product images. Further, the aumarket Infringing Product is virtually identical to one of Plaintiffs' Flutterbye Products and uses, reproduces, copies and/or displays one or more of the Flutterbye Works. There is no question that the aumarket Infringing Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs' Flutterbye Products or that the aumarket Infringing Product is otherwise approved by or sourced from Plaintiffs, thereby engaging in the unauthorized use of one or more of the Flutterbye Works:

**Flutterbye Product**



**Defendant's Infringing Product**



34. As another example, below on the left is an image of one of Plaintiffs' Flutterbye Products which typically retails from \$25.00 - \$50.00. Depicted below on the right is the listing for Defendant Eternal love unchanged's Infringing Product ("Eternal love unchanged Infringing Listing" and "Eternal love unchanged Infringing Product," respectively). The Eternal love unchanged Infringing Listing appears on Defendant Eternal love unchanged's Merchant Storefront, <https://www.wish.com/merchant/58c0061878f875578fcbfd16>, and offers the Eternal love unchanged Infringing Product for \$6.00, using, reproducing, copying and/or displaying one or more of the Flutterbye Works, and/or substantially similar works in the product images. Further, the Eternal love unchanged Infringing Product is virtually identical to one of Plaintiffs' Flutterbye Products and uses, reproduces, copies and/or displays one or more of the Flutterbye Works. There is no question that the Eternal love unchanged Infringing Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs' Flutterbye Products or that the Eternal love unchanged Infringing Product is otherwise approved by or sourced from Plaintiffs, thereby engaging in the unauthorized use of one or more of the Flutterbye Works:

**Flutterbye Product**



**Defendant's Infringing Product**



35. By way of another example, below on the left is an image of one of Plaintiffs' Flutterbye Products which typically retails from \$25.00 - \$50.00. Depicted below on the right is the listing for Defendant juanyistore's Infringing Product ("juanyistore Infringing Listing" and "juanyistore Infringing Product," respectively). The juanyistore Infringing Listing appears on Defendant juanyistore's Merchant Storefront, <https://www.wish.com/merchant/59fec728dd03295dce1d74e2>, and offers the juanyistore Infringing Product for \$8.00, using, reproducing, copying and/or displaying one or more of the Flutterbye Works, and/or substantially similar works in the product images. Further, the juanyistore Infringing Product is virtually identical to one of Plaintiffs' Flutterbye Products and uses, reproduces, copies and/or displays one or more of the Flutterbye Works. There is no question that the juanyistore Infringing Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiffs' Flutterbye Products or that the juanyistore Infringing Product is otherwise approved by or sourced from Plaintiffs, thereby engaging in the unauthorized use of one or more of the Flutterbye Works:

**Flutterbye Product**



**Defendant's Infringing Product**



36. By these dealings in Infringing Products (including, without limitation, copying, manufacturing, importing, exporting, advertising, marketing, promoting, distributing,

displaying, offering for sale and/or selling Infringing Products), Defendants violated Plaintiffs' exclusive rights in the Flutterbye Works, and have used images that are substantially similar to, identical to and/or constitute infringement of the Flutterbye Works in order to confuse consumers into believing that such Infringing Products are Flutterbye Products and aid in the promotion and sales of their Infringing Products. Defendants' conduct began long after Plaintiffs' adoption and use of the Flutterbye Works, after Plaintiffs obtained the Copyright registrations in the Flutterbye Works, as alleged above, and after Plaintiffs' Flutterbye Products, Flutterbye Works became well-known to the purchasing public.

37. Prior to and contemporaneous with their infringing actions alleged herein, Defendants had knowledge of Plaintiffs' ownership of the Flutterbye Works, and of the popularity and success of the Flutterbye Products, and in bad faith copied the Flutterbye Works.

38. By its dealings in Infringing Products (including, without limitation, copying, manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Infringing Products), Defendants have violated Plaintiffs' exclusive rights in, at a minimum, the Flutterbye Works, and has used artwork that is identical to, substantially similar to and/or constitutes infringement of the Flutterbye Works in order to aid in the promotion and sales of Defendants' Infringing Products. Defendants' conduct began long after Plaintiffs' creation and use of the Flutterbye Works, after Plaintiffs obtained federal registrations in the Flutterbye Works, as alleged above, and after Plaintiffs' Flutterbye Works and Flutterbye Products became well-known to the purchasing public.

39. Defendants have been engaging in the illegal 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 reputation of Plaintiff, the Flutterbye Works and Flutterbye Products.

40. By engaging in these actions, Defendants have, among other things, willfully and in bad faith infringed the Flutterbye Works, thereby unjustly profiting from such activities at Plaintiffs' expense.

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

**CAUSE OF ACTION  
(Federal Copyright Infringement)**

**[17 U.S.C. § 501(a)]**

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

43. Plaintiffs are the exclusive owner of the Flutterbye Works.

44. Defendants had actual notice of Plaintiffs' exclusive rights in and to the Flutterbye Works.

45. 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' Flutterbye Products and/or Flutterbye Works.

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

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

48. 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.

49. 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.

#### **PRAYER FOR RELIEF**

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

- A. 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 Flutterbye Works under 17 U.S.C. § 501(a);
- B. In the alternative to Plaintiffs' actual damages and Defendants' profits for copyright infringement of the Flutterbye 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;
- C. For a preliminary and permanent injunction by this Court enjoining and prohibiting Defendants, or their agents, and any employees, agents, servants, officers, representatives,



directors, attorneys, successors, affiliates, assigns and entities owned or controlled by Defendants, and all those in active concert or participation with Defendants, and each of them who receives notice directly or otherwise of such injunction from:

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing Products;
- ii. directly or indirectly infringing in any manner any of Plaintiffs' Flutterbye Works;
- iii. using any reproduction, copy or colorable imitation of Plaintiffs' Flutterbye Works, to identify any goods or services not authorized by Plaintiffs;
- iv. using any of Plaintiffs' Flutterbye Works, or any other works that are substantially similar to the Flutterbye 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 Infringing 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 Infringing 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) Infringing 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 Infringing 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, assisting, aiding or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (xii) above; and

D. 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 Infringing 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' copyrights or other rights including, without limitation, the Flutterbye Works, or bear any works that are substantially similar to the Flutterbye Works;

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

F. 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;

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

H. For Plaintiffs' reasonable attorneys' fees;

- I. For all costs of suit; and
- J. 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: August 14, 2020

Respectfully submitted,

EPSTEIN DRANGEL LLP

BY: Danielle Yamali  
Danielle S. Yamali (DY 4228)  
dfutterman@ipcounselors.com  
Jason M. Drangel (JD 7204)  
jdrangel@ipcounselors.com  
Ashly E. Sands (AS 7715)  
asands@ipcounselors.com  
Brienne Scully (BS 3711)  
bscully@ipcounselors.com  
60 East 42nd Street, Suite 2520  
New York, NY 10165  
Telephone: (212) 292-5390  
Facsimile: (212) 292-5391  
*Attorneys for Plaintiffs*  
*Spin Master Ltd. and Spin Master, Inc.*



Jason M. Drangel (JD 7204)  
[jdrangel@ipcounselors.com](mailto:jdrangel@ipcounselors.com)  
Ashly E. Sands (AS 7715)  
[asands@ipcounselors.com](mailto:asands@ipcounselors.com)  
Brienne Scully (BS 3711)  
[bscully@ipcounselors.com](mailto:bscully@ipcounselors.com)  
Danielle S. Yamali (DY 4228)  
[dfutterman@ipcounselors.com](mailto:dfutterman@ipcounselors.com)  
EPSTEIN DRANGEL LLP  
60 East 42<sup>nd</sup> Street, Suite 2520  
New York, NY 10165  
Telephone: (212) 292-5390  
Facsimile: (212) 292-5391  
*Attorneys for Plaintiffs*  
*Spin Master Ltd. and Spin Master, Inc.*

20 CV 6457

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SPIN MASTER LTD. and SPIN MASTER, INC.,

*Plaintiffs*

v.

010, 365SMILE-MALL, ALL, AUMARKET,  
BEAUTY BEE, BROTHER JEWELRY STORE,  
CHARMING CABIN, CL-ZJ,  
CORNUCOPIA\_STORE, COSMETICS  
SUPERMARKET, DRA HLINE, ELUNE,  
ETERNAL LOVE UNCHANGED,  
HAPPYBOYQI, HI-TECHSHOPPERS, HOT  
SHOPPING, HUCHUNLAN123,  
JIANGDAIHAO,  
JINHUA FENGXINGTIANXIADIANZISHANG  
WUGONGSI, JUANYI STORE, JYP654,  
KECHENGCHUANG STORE, KINGREE,  
LIXIAO, LLLLLLUO, L'S LUCKY HOME,  
LUCY888888, M S COMMUNE, MAIQISHOP,  
MINGYUE666, MISS FANG GROCERY  
STORE, MOHAMMED, MOZHIJIA,  
NINJAGIFTS, NIOUWNS, OMUN, PAN2017  
STORE, QWMIMI, RUXIURONG, SELECT A  
GOOD PRODUCT, SHENZHEN  
MICRONHOBBY TECHNOLOGY CO., LTD,  
SHENZHEN SHIYUEFEIYUEWANGLUOKEJI  
YOUXIANGONGSI, SMALLJSTORE,  
TIANYUHUA66050, TINGTINGSOTRE, TOP  
MALLS, TYM-GZ, WALK THE FASHION,  
WELL NETWORK CO, WZIG,

Civil Case No.:

~~[PROPOSED]~~

1) TEMPORARY RESTRAINING  
ORDER; 2) ORDER  
RESTRAINING MERCHANT  
STOREFRONTS AND ORDER OF  
ATTACHMENT OF 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



XIANGRONG7317, XIAORAN SHOPS,  
YANZAITIANXIA, YIWUNEWDIANPU123,  
YUHANG E-COMMERCE LIMITED  
COMPANY, YUNJISTORE, ZEROSPACE\_LTD  
and ZHANGYONGCAI520520,

*Defendants*

卖家防御

## GLOSSARY

<b>Term</b>	<b>Definition</b>
<b>Plaintiffs or Spin Master</b>	Spin Master Ltd. and Spin Master, Inc.
<b>Defendants</b>	010, 365smile-mall, all, aumarket, Beauty bee, Brother jewelry store, charming cabin, CL-ZJ, Cornucopia_store, Cosmetics Supermarket, DRA HLINE, Elune, Eternal love unchanged, happyboyqi, Hi-techshoppers, Hot Shopping, huchunlan123, jiangdaihao, jinhua fengxing tianxi dian zishang wu gong si, juanyistore, jyp654, Kechengchuang Store, Kingree, lixiao, LLLLLLuo, L's Lucky Home, Lucy888888, M S COMMUNE, maiqishop, mingyue666, Miss Fang grocery store, Mohammed, mozhijia, NinjaGifts, Niouwns, omun, Pan2017 store, qwmimi, ruxiurong, Select a good product, Shenzhen Micronhobby Technology Co., Ltd, shenzhenshi yue fei yue wang luoke ji you xiangong si, smallJstore, tian yu hua 66050, tingting sotre, top malls, TYM-GZ, Walk the Fashion, Well Network Co, wzig, xiangrong7317, XiaoRan shopS, yanzaitianxia, yiwunewdianpu123, Yuhang E-commerce Limited Company, yunjistore, ZeroSpace_Ltd and zhangyongcai520520
<b>Wish</b>	Wish.com, a San Francisco, California-based, online marketplace and e-commerce platform owned by ContextLogic, Inc., a Delaware corporation (“ContextLogic”), that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiffs
<b>New York Address</b>	244 Madison Ave, No. 411, New York, New York 10016
<b>Complaint</b>	Plaintiffs’ Complaint filed on August 14, 2020
<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 filed on August 14, 2020

<b>Harris Dec.</b>	Declaration of Christopher Harris in Support of Plaintiffs' Application
<b>Yamali Dec.</b>	Declaration of Danielle S. Yamali in Support of Plaintiffs' Application
<b>Flutterbye Works</b>	U.S. Copyright Registration Nos: VA 1-899-358 covering the Flutterbye packaging artwork, VA 1-861-460 covering the Flutterbye Flying toy figurine, VA 1-901-312 covering the Flutterbye Flower Fairy toy, 1-913-178 covering the Flutterbye Ocean Fairy toy, VA 1-912-815 covering the Flutterbye Sunbeam Fairy toy, VA 1-900-805 covering the Flutterbye Stardust Fairy toy and VA 1-899-356 covering the Flutterbye Fairy instruction manual
<b>Flutterbye Products</b>	Hand-held winged toys that are designed to look like fairies. They are motor-controlled and float above users' palms using electrostatic levitation, and each Flutterbye Fairy includes a decorative base
<b>Infringing Products</b>	Products bearing or used in connection with the Flutterbye Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Flutterbye Works, and/or bearing or used in connection artwork that is substantially similar to the Flutterbye Works and/or products that are identical or substantially similar to the Flutterbye Products
<b>Infringing Listings</b>	Defendants' listings for Infringing Products
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Wish, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or 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 Infringing Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
<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 account is located in the U.S. or abroad)



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 attaching 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 Infringing 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 Christopher Harrs and Danielle S. Yamali, 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 part of a large, multinational toy and entertainment company started in 1994 that designs and sells innovative children's lifestyle products and toys under their own well-known brands, including Twisty Petz®, Flutterbye Fairy®, Bunchems® and Hatchimals®, as well as under their licensed properties, such as Paw Patrol® and Air Hogs®;
2. Plaintiffs sell their Spin Master Products throughout the U.S. and the world through major retailers, quality toy stores, department stores and online marketplaces, including, but not limited to, Walmart, Target, Kohl's, and Amazon.com, among others;
3. In addition, Plaintiffs sell their Spin Master Products directly through Plaintiffs' website, available at [www.shop.spinmaster.com](http://www.shop.spinmaster.com), as well as through their websites dedicated to the individual Spin Master Products;

---

<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.

4. One of Plaintiffs' most successful products is its Flutterbye Products, which are hand-held, winged toys that are designed to look like fairies. The Flutterbye Products are motor-controlled and float above users' palms using electrostatic levitation. Additionally, each Flutterbye Products includes a decorative base;

5. The Flutterbye Products generally retail from \$25.00 to \$50.00;

6. Plaintiffs are the exclusive owners of all intellectual property rights in and to the Flutterbye Products, including both registered and unregistered copyrights.

7. For example, Plaintiffs are the owners of the following U.S. Copyright Registration Numbers: VA 1-899-358 covering the Flutterbye packaging artwork, VA 1-861-460 covering the Flutterbye Flying toy figurine, VA 1-901-312 covering the Flutterbye Flower Fairy toy, 1-913-178 covering the Flutterbye Ocean Fairy toy, VA 1-912-815 covering the Flutterbye Sunbeam Fairy toy, VA 1-900-805 covering the Flutterbye Stardust Fairy toy and VA 1-899-356 covering the Flutterbye Fairy instruction manual;

8. Defendants are reproducing, copying, preparing derivative works of, publicly displaying and/or distributing, transferring and/or selling copies of Plaintiffs' Flutterbye Works and/or manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Infringing Product bearing or used in connection with Plaintiffs' Flutterbye Works and/or products in packaging and/or containing labels and/or hang tags bearing Plaintiffs' Flutterbye Works and/or bearing or used in connection with artwork that is substantially similar to the Flutterbye Works through Defendants' User Accounts and Merchant Storefronts with Wish (*see* **Schedule A** for links to Defendants' Merchant Storefronts and Infringing Listings);

9. Wish is an online marketplace and e-commerce platform that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and

ship their retail products originating primarily from China, among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York;

10. Defendants are not, nor have they ever been, authorized by Plaintiffs or any of their authorized agents, authorized licensees or authorized distributors to reproduce, copy, prepare derivative works of, publicly display and/or distribute, transfer and/or sell copies of Plaintiffs' Flutterbye Works and/or copy, manufacture, import, export, advertise, market, promote, distribute, display, offer for sale and/or sell Flutterbye Products and/or products bearing or used in connection with Plaintiffs' Flutterbye Works and/or products in packaging and/or containing labels and/or hang tags bearing Plaintiffs' Flutterbye Works and/or bearing or used in connection with artwork that is substantially similar to the Flutterbye Works;

11. Plaintiffs are likely to prevail on their Copyright Act claim at trial;

12. 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 Infringing Products that infringe Plaintiffs' Flutterbye Works;
- b. Plaintiffs have well-founded fears that more Infringing Products will appear in the marketplace; that consumers may be misled and disappointed by the quality of these Infringing Products, and that Plaintiffs may suffer loss of sales for their Flutterbye Products; and
- c. Plaintiffs have well-founded fears that if they proceed on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Infringing Products or other goods that infringe the Flutterbye Works, the means of obtaining or manufacturing such Infringing 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 Infringing Products or other goods infringing the Flutterbye Works, the means of obtaining or manufacturing such Infringing Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of Infringing Products or other goods infringing the Flutterbye Works and records relating thereto that are in their possession or under their control and/or (iv) open new User Accounts and Merchant Storefront under new or different names and continue to offer for sale and sell Infringing Products with little to no consequence;

13. 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, and to their reputations if a temporary restraining order is not issued;

14. Public interest favors issuance of the temporary restraining order in order to protect Plaintiffs' interests in and to their Flutterbye Works, and to protect the public from defrauded by Defendants' substandard Infringing Products as Flutterbye Products;

15. Plaintiffs have not publicized their request for a temporary restraining order in any way;

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

17. 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 Infringing Products or other goods infringing the Flutterbye Works. Therefore, good cause exists for granting Plaintiffs' request for an asset attachment 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) of this Order, respectively, before requiring service on Defendants.

18. 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 Infringing 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 pending the hearing and determination of Plaintiffs' Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below:

- 1) reproducing, copying, preparing derivative works of, publicly displaying and/or distributing, transferring and/or selling copies of Plaintiffs' Flutterbye Works through their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Infringing Products, or any other products using the Flutterbye Works and/or works that are

substantially similar to, identical to and constitute an infringement of the Flutterbye Works;

- 2) directly or indirectly infringing in any manner Plaintiffs' Flutterbye Works;
- 3) using any reproduction, copy or colorable imitation of Plaintiffs' Flutterbye Works, to identify any goods or service not authorized by Plaintiffs;
- 4) using Plaintiffs' Flutterbye Works and/or any other works that are substantially similar to the Flutterbye Works, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, offering for sale, selling and/or otherwise dealing in Infringing Products;
- 5) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Infringing 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 Infringing Products;
- 6) 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 Infringing Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order; and
- 7) 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) 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 pending the hearing and determination of Plaintiffs' Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants' Assets from or to 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)(I) through I(A)(7) and I(B)(1) through I(B)(2) above and I(C)(1) 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 pending the hearing and determination of Plaintiffs' Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) within five (5) days after receipt of service of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; 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) above.

**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 615 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 Sep. 8, 2020 at 11:30 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 2520, New York, NY 10165, Attn: Jason M. Drangel on or before Sep. 1, 2020. Plaintiffs shall file any Reply papers on or before Sep 6, 2020.
- 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. Order of Attachment**

- A. IT IS FURTHER ORDERED pursuant to Fed. R. Civ. P. 64 and N.Y. C.P.L.R. §§ 6201 and 6211 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.

**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 may be made on, and shall be deemed effective as to Defendants if it is completed by the following means:

- 1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, or (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 ContextLogic pursuant to **Paragraph V(C)**.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be 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.

D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons in the name of "010 and all other Defendants identified in the Complaint" 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 will be able to download a PDF copy of this Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com;
- 2) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where ContextLogic, via ContextLogic's DMCA Agent, will be able to download a PDF copy of this Order via electronic mail at elisa@wish.com and brand-protection@wish.com and to ContextLogic's counsel, Dwight Lueck, at Dwight.Lueck@btlaw.com;
- 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this Order via electronic mail to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com; and
- 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PingPong will be able to download a PDF copy of this Order via electronic mail to PingPong's Legal Department at xieqt@pingpongx.com and 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 Infringing 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.

**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.

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 its 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 Infringing Products, or any other products incorporating one or more of the Flutterbye Works and/or artwork that is substantially similar to, identical to and constitutes infringement of the Flutterbye Works.

#### VI. Security Bond

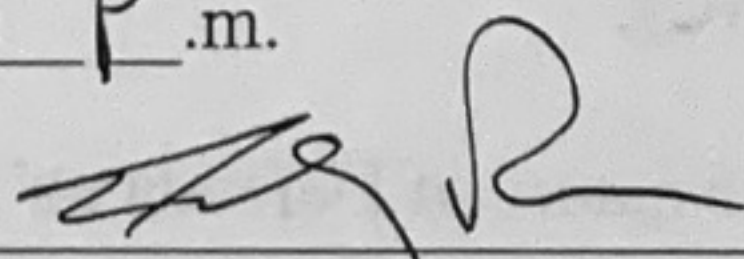
- A. IT IS FURTHER ORDERED that Plaintiffs shall place security in the amount of five thousand Dollars ( \$5,000 ) with the Court which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

#### VII. Sealing Order

- A. IT IS FURTHER ORDERED that Plaintiffs' Complaint and exhibits attached thereto, and Plaintiffs' *ex parte* Application and the Declarations of Christopher Harrs and Danielle S. Yamali 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.

**SO ORDERED.**

SIGNED this 14<sup>th</sup> day of August, 2020, at 1:15 P.m.

  
UNITED STATES DISTRICT JUDGE



# SCHEDULE A

No.	Defendant	Infringing Listing	Merchant Storefront
1	010	<a href="https://www.wish.com/product/5dce4ab546bdb92ab46b2f13">https://www.wish.com/product/5dce4ab546bdb92ab46b2f13</a>	<a href="https://www.wish.com/merchant/597aeac8b7717374570654df">https://www.wish.com/merchant/597aeac8b7717374570654df</a>
2	365smile-mall	<a href="https://www.wish.com/product/59250854486c07276917e718">https://www.wish.com/product/59250854486c07276917e718</a>	<a href="https://www.wish.com/merchant/5419516d4ad3ab50d552dde4">https://www.wish.com/merchant/5419516d4ad3ab50d552dde4</a>
3	all	<a href="https://www.wish.com/product/57985ef34202d4056dacea18">https://www.wish.com/product/57985ef34202d4056dacea18</a>	<a href="https://www.wish.com/merchant/56279848d294c0fb1511bba">https://www.wish.com/merchant/56279848d294c0fb1511bba</a>
4	aumarket	<a href="https://www.wish.com/product/5d68c2e440d0610ba6445abc">https://www.wish.com/product/5d68c2e440d0610ba6445abc</a>	<a href="https://www.wish.com/merchant/597f1fc060b5b210344c7c5b">https://www.wish.com/merchant/597f1fc060b5b210344c7c5b</a>
5	Beauty bee	<a href="https://www.wish.com/product/5e1adb11d76df730f813c01a">https://www.wish.com/product/5e1adb11d76df730f813c01a</a>	<a href="https://www.wish.com/merchant/5d5629284160b55d9b59af4f">https://www.wish.com/merchant/5d5629284160b55d9b59af4f</a>
6	Brother jewelry store	<a href="https://www.wish.com/product/5b82a54eb124433d29c493ec">https://www.wish.com/product/5b82a54eb124433d29c493ec</a>	<a href="https://www.wish.com/merchant/5b5738c1febcb1d611f7d8c65">https://www.wish.com/merchant/5b5738c1febcb1d611f7d8c65</a>
7	charming cabin	<a href="https://www.wish.com/product/5dc9bc3b485029536e76e3e1">https://www.wish.com/product/5dc9bc3b485029536e76e3e1</a>	<a href="https://www.wish.com/merchant/5d5a523e2736783a781782f3">https://www.wish.com/merchant/5d5a523e2736783a781782f3</a>
8	CL-ZI	<a href="https://www.wish.com/product/5dc9bc3bd7c23e5392b12eac">https://www.wish.com/product/5dc9bc3bd7c23e5392b12eac</a>	<a href="https://www.wish.com/merchant/58ce915878bdec51f9276951">https://www.wish.com/merchant/58ce915878bdec51f9276951</a>
9	Cornucopia_store	<a href="https://www.wish.com/product/5dd0d75ebb50c22eabc8c997">https://www.wish.com/product/5dd0d75ebb50c22eabc8c997</a>	<a href="https://www.wish.com/merchant/55d9acec3e390110484553c5">https://www.wish.com/merchant/55d9acec3e390110484553c5</a>
10	Cosmetics Supermarket	<a href="https://www.wish.com/product/5dc9bc3b3ef4e25329cc63e8">https://www.wish.com/product/5dc9bc3b3ef4e25329cc63e8</a>	<a href="https://www.wish.com/merchant/5d55470b560eca55e2d3ae2e">https://www.wish.com/merchant/5d55470b560eca55e2d3ae2e</a>
11	DRA HLINE	<a href="https://www.wish.com/product/5dde42b289a085400656191a">https://www.wish.com/product/5dde42b289a085400656191a</a>	<a href="https://www.wish.com/merchant/5dd6a3eaaf8da4aaabec3702">https://www.wish.com/merchant/5dd6a3eaaf8da4aaabec3702</a>
12	Elune	<a href="https://www.wish.com/product/5da2e4f22e2b6a18372ba736">https://www.wish.com/product/5da2e4f22e2b6a18372ba736</a>	<a href="https://www.wish.com/merchant/5886c6efefeed369e2db4fe0">https://www.wish.com/merchant/5886c6efefeed369e2db4fe0</a>
13	Eternal love unchanged	<a href="https://www.wish.com/product/5a02c3dcb43a7e19b68b4081">https://www.wish.com/product/5a02c3dcb43a7e19b68b4081</a>	<a href="https://www.wish.com/merchant/58c0061878f875578fcbfd16">https://www.wish.com/merchant/58c0061878f875578fcbfd16</a>
14	happyboygi	<a href="https://www.wish.com/product/5a1ad834e05e332acafdbf25">https://www.wish.com/product/5a1ad834e05e332acafdbf25</a>	<a href="https://www.wish.com/merchant/59b1197823513407461e79d8">https://www.wish.com/merchant/59b1197823513407461e79d8</a>
15	Hi-techshoppers	<a href="https://www.wish.com/product/5a2216447b4a451a5ccb88dc">https://www.wish.com/product/5a2216447b4a451a5ccb88dc</a>	<a href="https://www.wish.com/merchant/5a0efb5d7b584e7d9f0fb117">https://www.wish.com/merchant/5a0efb5d7b584e7d9f0fb117</a>
16	Hot Shopping	<a href="https://www.wish.com/product/565ef775c8e6993bdc3d150a">https://www.wish.com/product/565ef775c8e6993bdc3d150a</a>	<a href="https://www.wish.com/merchant/5466af108edcfa72bddbcb35">https://www.wish.com/merchant/5466af108edcfa72bddbcb35</a>
17	huchunlan123	<a href="https://www.wish.com/product/5df98c3060bfe804c480b4c2">https://www.wish.com/product/5df98c3060bfe804c480b4c2</a>	<a href="https://www.wish.com/merchant/5b9b2d7166c2c123b758240c">https://www.wish.com/merchant/5b9b2d7166c2c123b758240c</a>
18	jiangdaihao	<a href="https://www.wish.com/product/5d91baf2ee7680be41ff02">https://www.wish.com/product/5d91baf2ee7680be41ff02</a>	<a href="https://www.wish.com/merchant/5aab673a5ebcf09e5f60b16">https://www.wish.com/merchant/5aab673a5ebcf09e5f60b16</a>
19	jinhuaifengxingtianxidianzishangwugongsi	<a href="https://www.wish.com/product/5de74bf4a34855027709f6d3">https://www.wish.com/product/5de74bf4a34855027709f6d3</a>	<a href="https://www.wish.com/merchant/5680ce2fab3afa750e06e995">https://www.wish.com/merchant/5680ce2fab3afa750e06e995</a>
20	juanyistore	<a href="https://www.wish.com/product/5df0c5b92c4cfc0023449624">https://www.wish.com/product/5df0c5b92c4cfc0023449624</a>	<a href="https://www.wish.com/merchant/59bc863f776ab9536684bc11">https://www.wish.com/merchant/59bc863f776ab9536684bc11</a>
21	jyp654	<a href="https://www.wish.com/product/5de8e0ae3af1c935583a5597">https://www.wish.com/product/5de8e0ae3af1c935583a5597</a>	<a href="https://www.wish.com/merchant/5dce11c6da2bbe1900b32fa9">https://www.wish.com/merchant/5dce11c6da2bbe1900b32fa9</a>
22	Kechengchuang Store	<a href="https://www.wish.com/product/5de4d94e75159dcdf7a563bd">https://www.wish.com/product/5de4d94e75159dcdf7a563bd</a>	<a href="https://www.wish.com/merchant/58abf6da96f1bb4f731101cb">https://www.wish.com/merchant/58abf6da96f1bb4f731101cb</a>
23	Kingree	<a href="https://www.wish.com/product/5de089c6eb45ca71fa0754f4">https://www.wish.com/product/5de089c6eb45ca71fa0754f4</a>	<a href="https://www.wish.com/merchant/5d426277e4b65d1b59d95576">https://www.wish.com/merchant/5d426277e4b65d1b59d95576</a>
24	lilxiao	<a href="https://www.wish.com/product/5d75bd4e9919d32692cc2a20">https://www.wish.com/product/5d75bd4e9919d32692cc2a20</a>	<a href="https://www.wish.com/merchant/573acabfc427e35986e5ac8a">https://www.wish.com/merchant/573acabfc427e35986e5ac8a</a>
25	LLLLLLuo	<a href="https://www.wish.com/product/5dedc7d43fed16002051a240">https://www.wish.com/product/5dedc7d43fed16002051a240</a>	<a href="https://www.wish.com/merchant/5b960881ae87f4171bbc3b59">https://www.wish.com/merchant/5b960881ae87f4171bbc3b59</a>
26	L's Lucky Home	<a href="https://www.wish.com/product/5e09a34681d6bb52a54c2563">https://www.wish.com/product/5e09a34681d6bb52a54c2563</a>	<a href="https://www.wish.com/merchant/5dc1379448926613ed8c7894">https://www.wish.com/merchant/5dc1379448926613ed8c7894</a>
27	lucy888888	<a href="https://www.wish.com/product/5e0572a2ef4f733734b01020">https://www.wish.com/product/5e0572a2ef4f733734b01020</a>	<a href="https://www.wish.com/merchant/5d529c891d9a8e27c93d5a20">https://www.wish.com/merchant/5d529c891d9a8e27c93d5a20</a>
28	M S COMMUNE	<a href="https://www.wish.com/product/5dbbf11e08fb9a0e3ec5cc93">https://www.wish.com/product/5dbbf11e08fb9a0e3ec5cc93</a>	<a href="https://www.wish.com/merchant/5d6b420384bdc65306444963">https://www.wish.com/merchant/5d6b420384bdc65306444963</a>
29	maiqishop	<a href="https://www.wish.com/product/5dce53093e0716287b51d508">https://www.wish.com/product/5dce53093e0716287b51d508</a>	<a href="https://www.wish.com/merchant/5a6446b8ad4723179874ae4b">https://www.wish.com/merchant/5a6446b8ad4723179874ae4b</a>
30	mingyue666	<a href="https://www.wish.com/product/5e05f713ec5f0309802b9e17">https://www.wish.com/product/5e05f713ec5f0309802b9e17</a>	<a href="https://www.wish.com/merchant/5d40f5ce70327a13e500f069">https://www.wish.com/merchant/5d40f5ce70327a13e500f069</a>
31	Miss Fang grocery store	<a href="https://www.wish.com/product/5dadd8c843083b4e8843c604">https://www.wish.com/product/5dadd8c843083b4e8843c604</a>	<a href="https://www.wish.com/merchant/5d84cbae35b44937031ef77b">https://www.wish.com/merchant/5d84cbae35b44937031ef77b</a>
32	Mohammed	<a href="https://www.wish.com/product/57baa3fc65f3bb1be1da1a0f">https://www.wish.com/product/57baa3fc65f3bb1be1da1a0f</a>	<a href="https://www.wish.com/merchant/56f4e8fbfdee6a272e39f6d3">https://www.wish.com/merchant/56f4e8fbfdee6a272e39f6d3</a>
33	mozhijia	<a href="https://www.wish.com/product/5c1a051995504f2e37817545">https://www.wish.com/product/5c1a051995504f2e37817545</a>	<a href="https://www.wish.com/merchant/58579fcee56284264a58fa7">https://www.wish.com/merchant/58579fcee56284264a58fa7</a>
34	NinjaGifts	<a href="https://www.wish.com/product/59fc79873fb733e20df38a4">https://www.wish.com/product/59fc79873fb733e20df38a4</a>	<a href="https://www.wish.com/merchant/596fbdb3a5dd45b4ee7929615">https://www.wish.com/merchant/596fbdb3a5dd45b4ee7929615</a>
35	Niouwns	<a href="https://www.wish.com/product/5df05d338504d6063bf59233">https://www.wish.com/product/5df05d338504d6063bf59233</a>	<a href="https://www.wish.com/merchant/5ab3136f47a0e7f33b486515b">https://www.wish.com/merchant/5ab3136f47a0e7f33b486515b</a>
36	omun	<a href="https://www.wish.com/product/5db6640999657b32acc0c2f6">https://www.wish.com/product/5db6640999657b32acc0c2f6</a>	<a href="https://www.wish.com/merchant/5ab4c3510e63fa0c6404818b">https://www.wish.com/merchant/5ab4c3510e63fa0c6404818b</a>
37	Pan2017 store	<a href="https://www.wish.com/product/5cc7aeb11d1ea821e159e0ed">https://www.wish.com/product/5cc7aeb11d1ea821e159e0ed</a>	<a href="https://www.wish.com/merchant/58d4916b5487d8571fd60de3">https://www.wish.com/merchant/58d4916b5487d8571fd60de3</a>
38	qwmimi	<a href="https://www.wish.com/product/5d4a2988543d230746b10de3">https://www.wish.com/product/5d4a2988543d230746b10de3</a>	<a href="https://www.wish.com/merchant/5966f9369579d847bead072">https://www.wish.com/merchant/5966f9369579d847bead072</a>
39	ruxiurong	<a href="https://www.wish.com/product/5de9ba072b774145bb48587e">https://www.wish.com/product/5de9ba072b774145bb48587e</a>	<a href="https://www.wish.com/merchant/5b31e28c7752c86d37b81bc6">https://www.wish.com/merchant/5b31e28c7752c86d37b81bc6</a>
40	Select a good product	<a href="https://www.wish.com/product/5ddb9c7661688b00d6e5a525">https://www.wish.com/product/5ddb9c7661688b00d6e5a525</a>	<a href="https://www.wish.com/merchant/5d5114d6933fb15781bb861d">https://www.wish.com/merchant/5d5114d6933fb15781bb861d</a>
41	Shenzhen Micronhobby Technology Co., Ltd	<a href="https://www.wish.com/product/547456d41280fa56743b02e0">https://www.wish.com/product/547456d41280fa56743b02e0</a>	<a href="https://www.wish.com/merchant/54744e2990c7763889d7f8f5">https://www.wish.com/merchant/54744e2990c7763889d7f8f5</a>
42	shenzhenshiyuefeiyuewangluokejiyouxiangongsi	<a href="https://www.wish.com/product/58a12e578ca65652161c8a07">https://www.wish.com/product/58a12e578ca65652161c8a07</a>	<a href="https://www.wish.com/merchant/5605341ceac296d4b0e8b2e">https://www.wish.com/merchant/5605341ceac296d4b0e8b2e</a>
43	smallJstore	<a href="https://www.wish.com/product/5dc55a8a1c25315f83886e7">https://www.wish.com/product/5dc55a8a1c25315f83886e7</a>	<a href="https://www.wish.com/merchant/598d3f218f545e19f48c98f7">https://www.wish.com/merchant/598d3f218f545e19f48c98f7</a>
44	tianyuha66050	<a href="https://www.wish.com/product/5dfa65ccaacde117d31b9017">https://www.wish.com/product/5dfa65ccaacde117d31b9017</a>	<a href="https://www.wish.com/merchant/5daf3ca88046f27b103e14a">https://www.wish.com/merchant/5daf3ca88046f27b103e14a</a>
45	tingtingsotre	<a href="https://www.wish.com/product/5dc9bc3b2028b553289542d0">https://www.wish.com/product/5dc9bc3b2028b553289542d0</a>	<a href="https://www.wish.com/merchant/58c77d2e6c304350e99d46dd">https://www.wish.com/merchant/58c77d2e6c304350e99d46dd</a>
46	top malls	<a href="https://www.wish.com/product/579999c9cf6ca7780d36cbe6">https://www.wish.com/product/579999c9cf6ca7780d36cbe6</a>	<a href="https://www.wish.com/merchant/5649bfa6fe117612b0ad5536">https://www.wish.com/merchant/5649bfa6fe117612b0ad5536</a>
47	TYM-GZ	<a href="https://www.wish.com/product/5d60e6f3afb5752dc947520f">https://www.wish.com/product/5d60e6f3afb5752dc947520f</a>	<a href="https://www.wish.com/merchant/592bf2017c53b26721549c58">https://www.wish.com/merchant/592bf2017c53b26721549c58</a>
48	Walk the Fashion	<a href="https://www.wish.com/product/5dd0e4c00caf8b2f6e11ce29">https://www.wish.com/product/5dd0e4c00caf8b2f6e11ce29</a>	<a href="https://www.wish.com/merchant/55f975d83a698c1de7ace73d">https://www.wish.com/merchant/55f975d83a698c1de7ace73d</a>
49	Well Network Co	<a href="https://www.wish.com/product/5a0ab183d20e9366c34f6a8d">https://www.wish.com/product/5a0ab183d20e9366c34f6a8d</a>	<a href="https://www.wish.com/merchant/53f5b3c59020ee5d23d56ffe">https://www.wish.com/merchant/53f5b3c59020ee5d23d56ffe</a>
50	wzig	<a href="https://www.wish.com/product/5de08a266935a9714ca1ddf3">https://www.wish.com/product/5de08a266935a9714ca1ddf3</a>	<a href="https://www.wish.com/merchant/5d4fe1711d9a8e239c3191a3">https://www.wish.com/merchant/5d4fe1711d9a8e239c3191a3</a>
51	xiangrong7317	<a href="https://www.wish.com/product/5a5e98d964621a60c2cc72e3">https://www.wish.com/product/5a5e98d964621a60c2cc72e3</a>	<a href="https://www.wish.com/merchant/5a02cf769fbc517583f4f493">https://www.wish.com/merchant/5a02cf769fbc517583f4f493</a>
52	XiaoRan shop5	<a href="https://www.wish.com/product/5df5a38219c1f8002234f71b">https://www.wish.com/product/5df5a38219c1f8002234f71b</a>	<a href="https://www.wish.com/merchant/5dc8f3c18218aa6e386417ae">https://www.wish.com/merchant/5dc8f3c18218aa6e386417ae</a>
53	yanzaitianxia	<a href="https://www.wish.com/product/5c38133028f8613d60f549e3">https://www.wish.com/product/5c38133028f8613d60f549e3</a>	<a href="https://www.wish.com/merchant/5b4c47f6b0432314520ba9f5">https://www.wish.com/merchant/5b4c47f6b0432314520ba9f5</a>
54	yiwunewdianpu123	<a href="https://www.wish.com/product/5ddce178813a691f6a551583">https://www.wish.com/product/5ddce178813a691f6a551583</a>	<a href="https://www.wish.com/merchant/5db693481924ab0230037cf1">https://www.wish.com/merchant/5db693481924ab0230037cf1</a>
55	Yuhang E-commerce Limited Company	<a href="https://www.wish.com/product/5d71db855b68f27b31884d27">https://www.wish.com/product/5d71db855b68f27b31884d27</a>	<a href="https://www.wish.com/merchant/55e6aec07892e8423eb535bf">https://www.wish.com/merchant/55e6aec07892e8423eb535bf</a>
56	yunjistore	<a href="https://www.wish.com/product/5e3d2415c5dd920d82001387">https://www.wish.com/product/5e3d2415c5dd920d82001387</a>	<a href="https://www.wish.com/merchant/59954b3aae228e7b9316b39e">https://www.wish.com/merchant/59954b3aae228e7b9316b39e</a>
57	ZeroSpace_Ltd	<a href="https://www.wish.com/product/5ddbc997ef6dbc06b95c9ca8">https://www.wish.com/product/5ddbc997ef6dbc06b95c9ca8</a>	<a href="https://www.wish.com/merchant/5d5227901c3e876564abfd2d">https://www.wish.com/merchant/5d5227901c3e876564abfd2d</a>
58	zhangyongcai520520	<a href="https://www.wish.com/product/5de48c6900b0a9c681edd435">https://www.wish.com/product/5de48c6900b0a9c681edd435</a>	<a href="https://www.wish.com/merchant/5b97676cf75d921976f0a0cf">https://www.wish.com/merchant/5b97676cf75d921976f0a0cf</a>

# MEMO ENDORSED



Epstein Drangel LLP

60 East 42nd Street, Suite 2520, New York, NY 10165

T: 212.292.5390 • E: [mail@ipcounselors.com](mailto:mail@ipcounselors.com)

[www.ipcounselors.com](http://www.ipcounselors.com)

August 26, 2020

**VIA E-MAIL**

Hon. Edgardo Ramos  
United States District Judge  
Thurgood Marshall  
United States Courthouse  
40 Foley Square  
New York, New York 10007

**Re: *Spin Master Ltd., et al. v. Baby-Happy Store, et al.*, Civil Case No. 19-cv-6456 (ER)  
*Spin Master Ltd., et al. v. 010, et al.*, Civil Case No. 20-cv-6457 (ER)  
Letter Requesting an Extension of the Temporary Restraining Orders**

Dear Judge Ramos,

We represent Plaintiffs Spin Master Ltd. and Spin Master, Inc. (“Plaintiffs”) in the above-referenced, related actions (“Actions”).<sup>1</sup> On August 14, 2020, Plaintiffs filed the Actions under seal and, on the same day, the Court entered the Temporary Restraining Orders (“TROs”) in each action.

As it currently stands, the TROs are set to expire this Friday August 28, 2020. *See* Fed. R. Civ. P. 65(b)(2). Accordingly, Plaintiffs respectfully request that the Court extend the TROs through September 8, 2020, the date of the Show Cause Hearing.

We thank the Court for its time and attention to this matter.

The application is   X   granted  
                                     denied

Edgardo Ramos, U.S.D.J

Dated: Aug. 26, 2020

New York, New York

Respectfully submitted,

**EPSTEIN DRANGEL LLP**

BY: /s/ Danielle S. Yamali

Danielle S. Yamali (DY 4228)

[dfutterman@ipcounselors.com](mailto:dfutterman@ipcounselors.com)

60 East 42nd Street, Suite 2520

New York, NY 10165

Telephone: (212) 292-5390

Facsimile: (212) 292-5391

*Attorneys for Plaintiffs*

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