

JUDGE CASTEL

22 CV 05044

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

UNITED STATES DISTRICT COURT

for the

Southern District of New York

Moonbug Entertainment Limited and Treasure Studio
Inc.

Plaintiff(s)

v.

akwugfdfo1ddc, et al.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) See Attachment A

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:

Gabriela N. Nastasi
Epstein Drangel LLP
60 East 42nd Street, Suite 1250
New York, NY 10165

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

RUBY J. KRAJICK

CLERK OF COURT


Signature of Clerk or Deputy Clerk

Date:

JUN 16 2022

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. 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. 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. YIMEI1
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.

AKWUGFDF01DDC, 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,
GUANGZHOULUQINSHANGMAOYOUXIANGON
GSIO, HAOSHAOXIONG, HESHIZHU, HWOZOFAR,
JAKE US, JIACHEN INDUSTRIAL (SHENZHEN) CO.
, LTD.,
JILINSHENGGUMINGDIANZISHANGWUYOUXIA
NGONGSI, JINPO US, JONENLY, KAZUA-US,
KULOLO, LANMELONS, LAXUA, LUCKMERRY,
MADING HORSE, MAKE.ANNI, MBVBN,
MEIJUNDIAN, MIMILE111, MOCEJOE, MOON

CIVIL ACTION No. 22-cv-5044

COMPLAINT

Jury Trial Requested













FILED UNDER SEAL



SHOP US, NUMOSE, NUORUNZHI, ONERBEST,
PSBYTRD, QINOUU, 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

Term	Definition
Plaintiffs	Moonbug Entertainment Limited (“Moonbug”) and Treasure Studio Inc. (“Treasure”)
Defendants	akwugfdfo1ddc, Amtiops, Anne Franklin, AUTBYWQ, Bersaicy us, bestparty, Bicllcsdd YS, BUAUA, Bubaluis, CA POP, cattie123, Cecebracelst, changlingli, CHAOZE, chengdusaishuangyoujie, chengduuyuzhengconggongsi, 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, 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
Amazon	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
Epstein Drangel	Epstein Drangel LLP, counsel for Plaintiffs
New York Address	224 Madison Ave, Suite 411, New York, NY 10016
Complaint	Plaintiffs’ Complaint
Application	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
Miller Dec.	Declaration of Robert Miller in Support of Plaintiffs' Application
Nastasi Dec.	Declaration of Gabriela N. Nastasi in Support of Plaintiffs' Application
CoComelon Content	A popular streaming media show and YouTube channel featuring 3D animation videos of both traditional nursery rhymes and original children's songs
CoComelon Applications	<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 "  " 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
CoComelon Registrations	<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>
CoComelon Marks	The marks covered by the CoComelon Registrations and CoComelon Applications
CoComelon Works	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
CoComelon Products	A variety of consumer products including toys, apparel, backpacks and other gear
Counterfeit Products	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
Infringing Listings	Defendants’ listings for Counterfeit Products
User Accounts	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
Merchant Storefronts	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
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)
Defendants' Financial Accounts	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)
Financial Institutions	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
Third Party Service Providers	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:¹

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

¹ 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, 2nd 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 “



” 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 25; 88/681,270 for “



” 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,² 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.³ As of last year, Amazon had a market capital of \$1.729 trillion, making it the third largest public company in the U.S.⁴

² 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>.

³ See Blake Driesche, *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>.

⁴ 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 2021.⁵

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.⁶

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

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

<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>.

⁵ 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).

⁶ 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).)

⁷ 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/>.

⁸ 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).

⁹ 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.

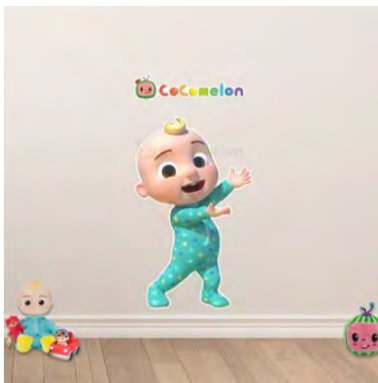
39. During its investigation, Epstein Drangel identified Defendants as offering for sale and/or selling Counterfeit Products and specified a shipping address located at the New York Address and verified that each Defendant provides shipping to the New York Address. Screenshots of the checkout pages for 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)
[115 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 replead 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 replead 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

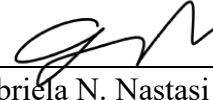
Plaintiffs respectfully demand a trial by jury on all claims.

Dated: June 16, 2022

Respectfully submitted,

EPSTEIN DRANGEL LLP

BY:



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Treasure Studio Inc.

JUDGE CASTIL

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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.

AKWUGFDFOIDDC, 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,
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







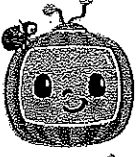

FILED UNDER SEAL



MIMILE111, MOCEJOE, MOON SHOP US,
NUMOSE, NUORUNZHI, ONERBEST,
PSBYTRD, QINOOU, REHALY, SASATEK,
SHENG TANGDE, SHIJE149, SHRUENDI,
SUMMERTIME-SHOP, SUNKEELON,
THUCI US, TOKYIA US DIRECT, WAJJIOE,
WENCHANGSHILUOJIONGCANBAIHUO,
WQFIRST,
WUHANTENGMUMA OYIYOUXIANGONG
SI, XINJIE DIRECT, XISHAPE, XUEHANG
TRADING, XUZHIMIN77, YAZEBABY,
YENUOCESHANG2011, YIMEI1,
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

Term	Definition
Plaintiffs	Moonbug Entertainment Limited (“Moonbug”) and Treasure Studio Inc. (“Treasure”)
Defendants	akwugfdlddc, Amtiops, Anne Franklin, AUTBYWQ, Bersaicy us, bestparty, Bicllcsdd YS, BUAUA, Bubaluis, CA POP, cattiel23, 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, Wajjioc, 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
Amazon	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
Epstein Drangel	Epstein Drangel LLP, counsel for Plaintiffs
New York Address	224 Madison Ave, Suite 411, New York, NY 10016
Complaint	Plaintiffs’ Complaint
Application	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
Miller Dec.	Declaration of Robert Miller in Support of Plaintiffs' Application
Nastasi Dec.	Declaration of Gabriela N. Nastasi in Support of Plaintiffs' Application
CoComelon Content	A popular streaming media show and YouTube channel featuring 3D animation videos of both traditional nursery rhymes and original children's songs
CoComelon Applications	<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;">  Class 25; 88/945,840 for "  " for </p> <p style="text-align: center;">  goods in Class 3; 88/681,276 for "  " </p> <p style="text-align: center;">  " for goods in Class 25; 88/681,270 for " </p> <p style="text-align: center;">  " for goods in Class 9; and </p> <p style="text-align: center;">  88/681,280 for "  " for goods in </p>

	Class 28
CoComelon Registrations	<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>
CoComelon Marks	The marks covered by the CoComelon Registrations and CoComelon Applications
CoComelon Works	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
CoComelon Products	A variety of consumer products including toys, apparel, backpacks and other gear
Counterfeit Products	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
Infringing Listings	Defendants' listings for Counterfeit Products
User Accounts	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
Merchant Storefronts	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
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)
Defendants' Financial Accounts	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)
Financial Institutions	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
Third Party Service Providers	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.¹ 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>.~~

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

~~("CoComelon Products").~~

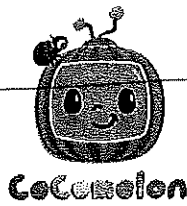
4. Moonbug and Treasure have gained significant common law trademark and other rights in their CoComelon Products through their use, advertising and promotion, and have also protected their valuable rights by filing for and/or obtaining federal trademark registrations.
5. The CoComelon Products typically 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

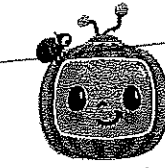


"CoComelon" for goods in Class 25). Treasure also applied for the registrations of the CoComelon Applications (i.e., U.S. Trademark Serial Application Nos.: 88/681,262 for "COCOMELON" for goods in Class 28; 88/681,248 for "COCOMELON" for goods in Class 9; 88/681,253 for "COCOMELON" for goods in Class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



CoComelon

" for goods in Class 3; 88/681,276 for "



CoComelon

" for goods



CoComelon

in Class 25; 88/681,270 for " for goods in Class 9; and 88/681,280 for



CoComelon

" 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, ^{including intermediate Saturday and Sunday} 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.

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 ^{the electronic filing system} ~~delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42nd Street, Suite 1250, New York, NY 10165, Attn: Jason M. Drangel~~ 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 ^{shall} ~~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) 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;
 - 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;
 - 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 and subpoenas@payoneer.com and Holly Clancy and Melissa Godwin, counsel for Payoneer Inc., at Holly.Clancy@us.dlapiper.com and 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

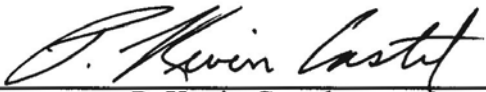
- within five days, including intermediate Saturday and Sunday*
- A. IT IS FURTHER ORDERED that Plaintiffs shall place security in the amount of \$5,000 *five thousand dollars* Dollars (/) with the Court which amount is determined adequate for the payment of any damages any person may be entitled to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

Sl. No.	Seller Name	Item Name	Item Link
1	awugfo1d1dc	Antelope	https://www.amazon.com/LANZHU-Cocoon-Melon-Background-Backdrops-Photography/dp/B09JN4L43
2	Antelope	Antelope	https://www.amazon.com/ANTLOPS-Cocoon-Melon-Birthday-Decorations-Kids-Flowers/dp/B09MVKV9QL
3	Anne Franklin	Antelope	https://www.amazon.com/Supplies-Decorations-Birthday-Stickers-Tablecloth/dp/B09M8BQPTM
4	AUTBYWQ	Antelope	https://www.amazon.com/AUTBYWQ-Cartoon-Birthday-Toppers-Supplies/dp/B09J35G519
5	Baratay us	Antelope	https://www.amazon.com/Supplies-Birthday-Decorations-Tablecloth-Valentine/dp/B09N8MDCR
6	Bertanry	Antelope	https://www.amazon.com/Comelons-Toppers-Birthday-Supplies-Decorations/dp/B0921PHGTR
7	Bilicdd YS	Antelope	https://www.amazon.com/Cartoon-Birthday-Supplies-Including-Decorations/dp/B09X215KJ1
8	BUAUA	Antelope	https://www.amazon.com/Cartoon-Birthday-Supplies-Including-Decorations/dp/B09X215KJ1
9	Bubabub	Antelope	https://www.amazon.com/Watermelon-Supplies-Birthday-Decorations-Decorations/dp/B09DF0812W
10	CA POP	Antelope	https://www.amazon.com/JUJOYO-TOMTOM-Decorations-Birthday-Supplies-Including-Decorations/dp/B09G6F78VNN
11	cat1s123	Antelope	https://www.amazon.com/Birthday-Supplies-Compatible-Cocoon-Melon-Decorations/dp/B09G6F78VNN
12	Ceccebracat	Antelope	https://www.amazon.com/Birthday-Supplies-Compatible-Cocoon-Melon-Decorations/dp/B09G6F78VNN
13	changelingl	Antelope	https://www.amazon.com/Drawing-Non-Woven-Balloons-Birthday-Supplies/dp/B09T3W3VC9
14	CHAOZE	Antelope	https://www.amazon.com/Cocoon-Melon-Birthday-Supplies-Decorations-Balloons/dp/B09H8XK62B
15	chengduashuangyule	Antelope	https://www.amazon.com/Cocoon-Melon-Supplies-Birthday-Tablecloth-Decorations/dp/B09KLV973Y
16	chengduyuyuhangcanggeorgi	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
17	Dafarwon	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
18	DERMIBEST	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
19	Duaxin	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
20	DZHKRTAS	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
21	Fengues	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
22	Fishing cowboy	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
23	FTSHOP-US	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
24	Golden flowerpot	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
25	GoMnning	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
26	Greedy store full of surprises	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
27	Groffy Spen	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
28	GuangShouLiuDinShangMaYouXianGongSi	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
29	hachaoxiong	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
30	HESHIZHU	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
31	Hwozofar	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
32	Jake US	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
33	Jachen Industrial (Shenzhen) Co., Ltd.	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
34	JiJinShengJingMingDianZiShangYuYouXianGongSi	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
35	Jinpo us	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
36	Jonely	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
37	KAZUJA-US	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
38	KULOLO	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
39	Lamelons	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
40	LAXUA	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
41	Luckmerry	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
42	meadng horse	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
43	make anni	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
44	M8VBN	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
45	meijundian	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
46	miniliet11	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
47	MOCEOE	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
48	moon shop us	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
49	NUMOBE	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
50	nuoRunZhi	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
51	ONERBEST	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
52	Pabyrd	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
53	QINDOU	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
54	REHALY	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
55	SASATEK	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
56	Shengnengde	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
57	shijie149	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B
58	Struendi	Antelope	https://www.amazon.com/Birthday-Decorations-Disposable-Tableware-Invitation/dp/B09G5PN23B

55	Summertime-shop	https://www.amazon.com/Cartoon-Birthday-Decoration-Thickened-Acrylic/dp/B097NWMABX	https://www.amazon.com/?me=A1UW6W6SWMNJS
60	Sunkelton	https://www.amazon.com/Cartoon-Birthday-Watermelon-Supplies-Decorations/dp/B087PM87P2	https://www.amazon.com/?me=AABJGSHU.DSD7
61	THUCI US	https://www.amazon.com/Birthday-Balloons-Decorations-Supplies-Cartoon/dp/B09FPF983D	https://www.amazon.com/?me=A1C3F509U7YWE
62	Tokya US Direct	https://www.amazon.com/Tokya-Birthday-Decorations-Photography-Bag-Yound/dp/B098L272BZ	https://www.amazon.com/?me=A2Z5920QLV1PI
63	Wajjee	https://www.amazon.com/Wajjee-Cartoon-Melon-Birthday-Toppers-Supplies/dp/B09MP7T3ZN	https://www.amazon.com/?me=A1D5FV8M.NENCJR
64	wenchangshiliu ongcanbailuo	https://www.amazon.com/Cartoon-Birthday-Supplies-Include-Decorations/dp/B09V2BP8MH	https://www.amazon.com/?me=A1ZODDQ37OQRD
65	Wofirst	https://www.amazon.com/ESOCACB-Centerpieces-Watermelon-Decorations-Centerpieces/dp/B09L1H83PX	https://www.amazon.com/?me=A1X93J2O.UJHBID
66	Wujiantengmaoaiyouxiangongsi	https://www.amazon.com/Cocomelon-Streamer-Birthday-Supplies-Decorations/dp/B09P7D9XS	https://www.amazon.com/?me=A2F8ER6763XNM
67	XINJIE DIRECT	https://www.amazon.com/Melon-Balloons-Birthday-Supplies-Number/dp/B097FGC323	https://www.amazon.com/?me=A3CGEAW2DS864
68	XISHAPE	https://www.amazon.com/Decorations-Birthday-Balloons-Aluminum-Supplies/dp/B09SMQ6L661	https://www.amazon.com/?me=A2RSM4VJ8DR
69	Xuehang Trading	https://www.amazon.com/Melon-Birthday-Banner-Topper-Decorations/dp/B09AMT7BHR	https://www.amazon.com/?me=A1ET5Q0WCBNFY
70	xuzhimin77	https://www.amazon.com/Cocomelon-Topper-Childrens-Birthday-Decorations/dp/B09K1324CN	https://www.amazon.com/?me=A098MVPY9576X
71	yazababy	https://www.amazon.com/Co-melon-Toppers-Birthday-Cartoon-Decorations/dp/B09XQD2H6R	https://www.amazon.com/?me=A2F56G1U.27ST8TE
72	Yenuceshang2011	https://www.amazon.com/Birthday-Supplies-Decorations-Tablecloth-Balloons/dp/B09WYU1QWX	https://www.amazon.com/?me=A27O2AGS20FRD
73	YIMELI	https://www.amazon.com/Birthday-Balloons-Decorations-Aluminum-Supplies/dp/B09QYD9692	https://www.amazon.com/?me=A1Z1LPHDT7BE
74	Yongguandlailailahngwuyouxiangongsi	https://www.amazon.com/Honeycomb-Birthday-Decorations-Kids-Flatware-Decorations/dp/B09MFTJ1QW	https://www.amazon.com/?me=A2L4P67.22GL42N
75	YUNFEI US	https://www.amazon.com/Honeycomb-Birthday-Decorations-Centerpieces-Tables/dp/B09T3VMD13	https://www.amazon.com/?me=A31K7YUWC2DUQ
75	YUS-us	https://www.amazon.com/Packs-Coco-melon-Birthday-Supplies-Decorations/dp/B09VB55GNB	https://www.amazon.com/?me=AUR8E1AM7MDZ5
77	YUYUANB	https://www.amazon.com/Supplies-Decorations-Birthday-Balloons-Tablecloth/dp/B09QHXX7Y1	https://www.amazon.com/?me=A2L2MEGKVVN.2G
78	zhangliangfudebeimaidianpu	https://www.amazon.com/Honeycomb-Centerpieces-Decorations-Birthday-Supplies/dp/B09T7V78FKC	https://www.amazon.com/?me=A24H8JAYG0P6T9
79	Zhi.Yi shop	https://www.amazon.com/Juwar-Birthday-Backdrop-Backdrop-Backdrops/dp/B09D7F7RYW4	https://www.amazon.com/?me=A1D1U1LAX3R9N75
80	zhuchanhandbeimaidianpu	https://www.amazon.com/Tablecloth-Coco-Melon-Decorations-Birthday-Supplies/dp/B09VXL5FOX	https://www.amazon.com/?me=A2ENLHX12F58GQ
81	Zivoko US	https://www.amazon.com/Birthday-Supplies-Decorations-Triangle-Tablecover/dp/B09GN1Q1EVT	https://www.amazon.com/?me=A3R20027N52C
82	合肥宸达商贸有限公司	https://www.amazon.com/Decorations-Birthday-Decorations-Melons-Cake-Creating-Atmosphere-Supplies/dp/B09M664TH6	https://www.amazon.com/?me=A1JY91TZHZLN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MOONBUG ENTERTAINMENT LIMITED and
TREASURE STUDIO, INC.,

Plaintiffs,

22-cv-5044 (PKC)

-against-

SEALED ORDER

AKWUGFDF01DDC, ET AL.,

Defendants.

-----X
CASTEL, U.S.D.J.

In light of plaintiffs' letter of June 22, 2022, which was emailed to the Court and highlighted the delays in the production of defendants' email addresses to plaintiffs, the Court will make the following modifications to Section I.A of the Court's Order of June 17, 2022, with modifications in bold:

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 **until July 6, 2022**, and for such further period as may be provided by order of the Court:

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Third Party Service Providers and Financial Institutions are hereby restrained and enjoined from engaging in any of the following acts or omissions **until July 6, 2022**, and for such further period as may be provided by order of the Court:

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 **until July 6, 2022**, and for such further period as may be provided by order of the Court:

The Court will also make the following modifications to Section II.A-B of the Court's Order of June 17, 2022, with modifications in bold:

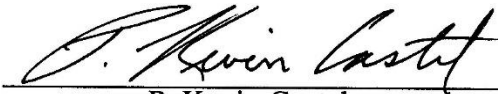
II. Order to Show Cause Why a Preliminary Injunction Should Not Issue and Order of Notice

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**, New York, New York on **July 6, 2022 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 the electronic filing system on or before **July 1, 2022**. Plaintiffs shall file any reply papers by **July 5, 2022**.

Finally, (1) plaintiffs' deadline to serve defendants under Section IV of the June 17, 2022 Order is extended from June 22, 2022 (within five days of the June 17, 2022 Order) to **June 27, 2022**, and (2) the expiration date of the sealing in this case described under Section VII of the June 17, 2022 Order is also extended from June 22, 2022 (lasting five days from the June 17, 2022 Order) to **June 27, 2022**.

SO ORDERED.


P. Kevin Castel
United States District Judge

Dated: New York, New York
June 22, 2022