

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

AQUAPAW BRANDS LLC,
Plaintiff,

v.

JOYI YAN,
ANYANGSHILAICHUANGSHANGMA
OYOUXIANGSHI, AREN'S
COMPREHENSIVE CENTER,
AUTHENTIDY, BOQIN2022, C-ZHAN
SHOP, DAQIAN SHIJIE, DUO-YX,
DYSMZSK, ERA STORE, GAZECHIMP,
HYMS, K_IMPORTS, KUIKUI
TRADING,
LAOBAMIZHIXIAOHANBAO,
LBYZSZL, LOIQKAKQ, MEEJIE
CLEANING, MERIC PET
ACCESSORIES, MINGBAOGOU,
MINOVE, MISOONGO, MXM STORE,
PEVHSVZ US, RVOKOMS DIRECT,
SHENGXIN TRADE – USA, SUNNIMIX,
TBSM, TIANLIANGPIJU, UKOOUS,
WANBINSHANGMAO, WEBEEDY US,
WEI HAO, XINGYI-US,
YANGQINGYU, YESTONDIRECT-US,
YIWUSHIDUIJIAOXIANDIANZISHAN
GWUYOUXIANGONGSI, YMYMEIZ,
YOUR DQ, YOUR FIRST MARKET,
YUHOO-US, ZHIXUE LIU, A
WONDERFULLY STORE, ATUBAN
PETS STORE, BEAUTHOME STORE,
CHANDLER-FUL STORE,
CREATEYOURLIFE STORE, DOGCAT
PETS STORE, ELIFE LOVEPET STORE,
FEVER 2 STORE, FUTURE HOUSE
STORE, GENERAL UTILITY TOOL
STORE, HOMPY POPPY STORE,
HOUZIME STORE, HYSAIXIA
PETLAND STORE, INTERESTING
LIFESTYLE STORE, LUCKY PETS
STORE, MAIDEHAO STORE, MEOWU
STORE, MINGO LIFE STORE,

Civil Action No. 2:22-cv-1607

FILED UNDER SEAL

FILED

NOV 15 2022

CLERK U.S. DISTRICT COURT
WEST. DIST. OF PENNSYLVANIA

MOONBIFFY HIGH QUALITY PET
STORE, NATURE HOME STORE,
NICREW CATS & DOGS STORE,
OUYES PET LIFE STORE, PET LOVE
STORE, PETS HOME STORE, PINZE EC
CO., LTD. STORE, PPIT STORE,
PUPPYSTAR PETS WARM LIFE
STORE, SEEYEA STORE,
SHOP1102094194 STORE, SHUJIE
OFFICIAL STORE, SOFIA LIFESTYLE
STORE, TRIPLE-NICE STORE, WSEYU
STORE, XIAO9A STORE, XIAO9B
STORE, YOUJIA KITCHEN SUPPLIES
STORE, YOUOOL HOMETOWN DROP
SHOPPING STORE, YY-PET STORE,
ZEZZO GADGETS STORE, ZJMZYM
DAILY-USE SUNDRY GOODS STORE,
5JAYDE, 904WILL29, ACHMADHU_99,
ADIP45, AMANANAY4, AN-844627,
ATLANTA1, AUTISMMOM1440,
BERMUDATREASURES,
BEST4PURCHASE,
BLUEVALLEYASSETS,
BOASSEENONTV, BUBBAGRGRV,
BUTLE-MARY, BUY-FROM-ME.DEAL,
CHANUKAMALINDAJAYASINGHE,
CHARLIEROCK79, CHENM_2270,
CHERRYONE13, CLUXTON40,
COMFO26, COSHE-7870,
DEENCOLLECTIONS, EZCARTLLC1,
FEHAT-53, GAJINDKULASINGH_0,
GALORENMORE,
GENCOORGANICS_1, GIGHANN-0,
GOCARTGO,
GOINGOUTOFBUSINESS100, HBJ-
ENTERPRISES, HOBOJOE420,
IMONKEYSLLC, INDJAYAT-87,
INNERETHEREALBOX, J_MURREL-6,
JACKSBARGAINBIN,
JAGATHEXPORT_77, JANAKARAJ5,
JASBAR_8039, JDRESALES, JIVAN-
IMPEX, JTS_NIFTY_THRIFTIES,
JUJUE_BEAN, KABI_MART,
KAVINDUD77, KAVLAK-40,
KELLEIGH-1, LOYALTYDRESS,
MANGRIDD, METE7298, MIK.FREDR,

MKFAMILYFARMSTEADLLC,
MSONIC8017, NILANGIKA,
PERSONALIZEDPRODUCTS4U,
PRACTICAL.CHOICES,
PRAMONO2015,
PREMIUM_PRODUCT_UK,
REDBERRY-0515, RESELLERS_KM,
RIZMANERY, SARATHOM-46,
SEZMEY-0, SHOPLC-US, SUNETH2002,
SUPERORNOT, TECHMAR64,
TIMOTHMCCUBBIN0,
TRANDETREE007US,
TREASURE_HUNTER_68,
TWIGISTORE_09, YALGOPALA_0,
YOYO19752009, BIOOK DIRECT,
EVEREST VENTURES, INTEGO
NUTRITION, MENOLANA,
SHANGHAIA NTUOWANGLUOKEJIYO
UXIANZERENGONGSI,
SHENZHENSHIJIUCHENMAOYIYOUX
IANGONGSI, SHINE ASLOA
INVESTMENT TRADE INC, SHOP LC,
SIPINGSHI ZHONGLIAN KEJI
YOUXIANGONGSI, VANJUNN,
WEVOVE, XUNMALL CO., LTD,
ADYTUTIP, AINOLWAY, ANSHIBO,
CCL1, ETTIYOT, FANGBIAO1994,
FEIYU TEXTILE, FIRSTGLASS,
FLYGEAR, GROWUPLYZ, HUASONG,
LANXIULONG'S STORE, LOVESH,
MENGMENG2457, MY SMILE POWER,
POO FOXX, SANYAJU, SHOPLC,
SULEM, TAO DUO DUO NAN
ZHUANG, TRILIGHTING, TUNG1964,
XIAOTINGMEIMEISHIPIN,
XIONGLIMEI, YETOOOO, AND
YQBUIIZAIPA,

Defendants.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

AQUAPAW BRANDS LLC, a Delaware limited liability company (“Plaintiff”), hereby sues Defendants, the Individuals, Partnerships, and Unincorporated Associations identified in the Caption and which are set forth in **Schedule “A”** hereto (collectively “Defendants”). Defendants have willfully infringed one or more of the claims of U.S. Patent No. 10,531,728 (“Plaintiff’s Patent” or “the Plaintiff’s Patent”) by offering for sale, selling, and distributing knock-off versions of Plaintiff’s Aquapaw® Pet Bathing Tool (“Infringing Products”). In support of their claims, Plaintiff allege as follows:

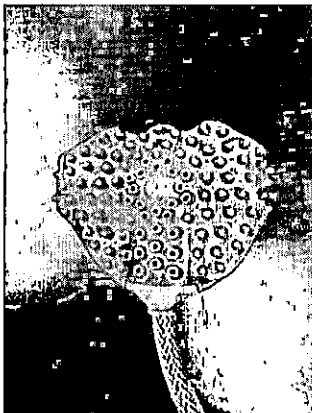
NATURE OF THE ACTION

1. Michael Scotese is an executive of the Plaintiff company, AQUAPAW BRANDS LLC, the 100% owner of all the assets of AQUAPAW LLC, the original company that developed and marketed the product at issue in this case (i.e., the Aquapaw® Pet Bathing Tool). The inventor of the Plaintiff’s patented product solved the challenging problem of bathing a dog by examining the task from the dog’s perspective. By creating a sprayer/scrubber operable by one hand, the inventor was able to hold and comfort the dog with the free hand while cleaning the pet with the device. Today, the product is sold by Plaintiff under the brand name Aquapaw® Pet Bathing Tool (“Plaintiff’s Product”).

2. Defendants have offered for sale, sold, and distributed knock-off versions of the Plaintiff’s Product which infringe at least one claim of the Plaintiff’s Patent. Moreover, Defendants’ sale, distribution, and advertising of the Infringing Product are highly likely to cause consumers to believe that Defendants are offering a genuine version of Plaintiff’s Product when they are not.

3. Shown below are the example types of Infringing Product offered for sale by the Defendants:

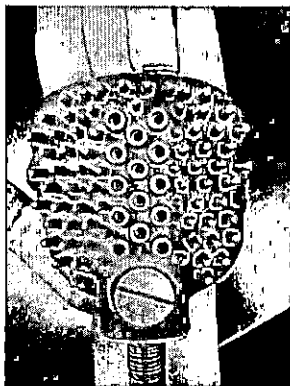
TYPE 1 INFRINGING PRODUCT



TYPE 2 INFRINGING PRODUCT

4. As poorly designed and manufactured products, Defendants' Infringing Products may injure an unsuspecting pet that tries to ingest it; likewise, the flimsiness of the product may disappoint a customer who may give the product a bad review.

5. Defendants' Infringing Products are substantially inferior to the genuine product. With poorly designed and manufactured products, Defendants' Infringing Products create serious



public safety risks and threaten to destroy the reputation of high quality that Plaintiff's Products have earned.

6. Plaintiff's Product is marketed and advertised extensively including on its website aquapaw.com and its storefront on Amazon.com. The unique features of Plaintiff's Product and the manner in which it is marketed and advertised, including, the distinct photographs, the design, the instructions, the packaging, and the unique presentation of the product, all comprise Plaintiff's valuable intellectual property ("IP") and all have become distinct in consumer's minds such that consumers associate all of this IP with Plaintiff's Product. Screenshots from Plaintiff's Website and Amazon Store are attached as Complaint Exhibit 1.

7. The innovative features of Plaintiff's Product are the subject of U. S. Patent No. 10,531,728 entitled "Hand Attachable Animal Washing Apparatus". A copy of the patent is attached as Complaint Exhibit 2. The Plaintiff's Product is marked in accordance with the Patent Act.

8. On information and belief, Defendants' sale of Infringing Products gives rise to a plausible expectation that discovery will reveal that Defendants' actions all arise from the same transaction, occurrence, or series of transactions. Specifically, on information and belief, Defendants are actively participating in a conspiracy to distribute and sell Infringing Products. For example, Defendants, on information and belief, are working together to manufacture, arrange the manufacture of and/or sell and otherwise distribute the Infringing Products. Moreover, the Infringing Products all infringe on at least one claim of the Plaintiff's Patent and the Infringing Products are the same or substantially similar products.

9. Plaintiff therefore brings this action for Patent Infringement under 35 U.S.C. § 271, and The All Writs Act, 28 U.S.C. § 1651(a).

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338.

11. This Court may exercise personal jurisdiction over a non-resident of the State in which the Court sits to the extent authorized by the state's laws. Fed. R. Civ. P. 4(e). Pennsylvania authorizes personal jurisdiction over each Defendant pursuant to 42 Pa. Cons. Stat. § 5322 (a) which provides in pertinent part: “A tribunal of this Commonwealth may exercise personal jurisdiction over a person ... as to a cause of action or other matter arising from such person: (1) Transacting any business in this Commonwealth. Without excluding other acts which may constitute transacting business for the purpose of this paragraph: (ii) The doing of a single act in this Commonwealth for the purpose of thereby realizing pecuniary benefit ... (3) Causing harm or tortious injury by an act or omission in this Commonwealth. (4) Causing harm or tortious injury by an act or omission outside this Commonwealth ... (10) Committing any violation within the jurisdiction of the Commonwealth of any statute, home rule charter, local ordinance or resolution, or rule or regulation promulgated thereunder by any government unit or of any order of court or other government unit.” In the alternative, Federal Rule of Civil Procedure 4(k) confers personal jurisdiction over the Defendants because, upon information and belief, Defendants regularly conduct, transact and/or solicit business in Pennsylvania and in this judicial district, and/or derive substantial revenue from their business transactions in Pennsylvania and in this judicial district and/or otherwise avail themselves of the privileges and protections of the laws of the Commonwealth of Pennsylvania 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 Plaintiff in

Pennsylvania and in this judicial district such that Defendants should reasonably expect such actions to have consequences in Pennsylvania and in this judicial district, for example:

a. Upon information and belief, at all times relevant hereto, Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the United States, including Pennsylvania, through on-line platforms with Merchant Storefronts (as defined *infra*), via on-line marketplace websites, such as Amazon.com, eBay.com, Aliexpress.com, Walmart.com, and Wish.com, under the Seller IDs, as well as any and all as yet undiscovered accounts with Merchant Storefronts held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“User Accounts”), through which consumers in the United States, including Pennsylvania, can view the one or more of Defendants’ Merchant Storefronts that each Defendant operates, uses to communicate with Defendants regarding their listings for Infringing Products and to place orders for, receive invoices for and purchase Infringing Products for delivery in the U.S., including Pennsylvania, as a means for establishing regular business with the U.S., including Pennsylvania.

b. Upon information and belief, certain Defendants are sophisticated sellers, each operating one or more commercial businesses using their respective User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert of participation with any of them, operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale and/or otherwise deal in products, including the Infringing Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all

persons in active concert or participation with any of them (“Merchant Storefront(s)”) in wholesale quantities at significantly below-market prices to consumers worldwide, including to those in the U.S., and specifically Pennsylvania.

c. Upon information and belief, Defendants’ Merchant Storefronts reflect multiple sales to consumers all over the world, including repeat sales to consumers in the U.S. and into this judicial district.

d. Upon information and belief, all Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to Pennsylvania.

e. Upon information and belief, at all times relevant, Defendants have transacted business with consumers located in the U.S., including Pennsylvania, for the sale and shipment of Infringing Products.

f. Upon information and belief, some Defendants are employing and benefiting from substantially similar, paid advertising and marketing and advertising strategies in order to make their Merchant Storefronts selling illegal goods appear more relevant and attractive to search result software across an array of search words, including but not limited to “PET SPRAYER”, “DOG SPRAYER”, AND “PET BATHING TOOL”. By their actions, Defendants are causing concurrent and indivisible harm to Plaintiff and the consuming public by (i) depriving Plaintiff of their right to fairly compete for space within the various on-line marketplace search results and reducing the visibility of the Plaintiff’s Product on various on-line marketplaces and/or diluting and driving down the retail market price for the Plaintiff’s Product (ii) causing an overall degradation of the value of the goodwill associated with Plaintiff’s Product; and (iii) increasing Plaintiff’s overall cost to market its goods and educate consumers about its brand and products.

g. Upon information and belief, Defendants have cooperated, communicated their plans with one another, shared information, purchased their infringing products from the same source, and coordinated their efforts, all in order to create an illegal marketplace operating in parallel to the legitimate marketplace of Plaintiff's and the legally authorized resellers of Plaintiff's genuine goods.

h. Upon information and belief, Defendants are concurrently targeting their infringing activities toward consumers and causing harm in Allegheny County, Pennsylvania.

i. Upon information and belief, Defendants likely reside and/or operate in and/or (in the case of US-based sellers) purchase from foreign jurisdictions with lax trademark and patent enforcement systems and are cooperating by creating an illegal stream of infringing and counterfeit goods.

j. Upon information and belief, Defendants are aware of Plaintiff, its genuine Aquapaw[®] Pet Bathing Tool, and are aware that their illegal infringing actions alleged herein are likely to cause injury to Plaintiff in the United States, in Pennsylvania and in this judicial district specifically, as Plaintiff conducts substantial business in Pennsylvania.

k. Plaintiff is suffering irreparable and indivisible injury and suffered substantial damages as a result of Defendants' unauthorized and wrongful sale of infringing goods.

12. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, for example:

a. Upon information and belief, Defendants conduct, transact, and/or solicit business in this judicial district.

b. Upon information and belief, Defendants or their agent(s) may be found in this district because personal jurisdiction is proper in this district.

c. Upon information and belief, this is a judicial district in which a substantial part of the events or omissions giving rise to the infringement claims occurred, or a substantial part of the property that is the subject of the action is situated.

d. Defendants not resident in the United States may be sued in this judicial district because personal jurisdiction is proper in this district.

THE PLAINTIFF

13. Plaintiff, AquaPaw Brands LLC, is a Delaware limited liability company and has its principal place of business at 113 Cherry Street, PMB 89249, Seattle, Washington 98104-2205 U.S.

14. Plaintiff is, in part, engaged in the business of manufacturing and distributing throughout the world, including within this district, the Aquapaw[®] Pet Bathing Tool, through its website, aquapaw.com, its authorized storefront on amazon.com, and various retail establishments. Defendants, through the sale and offer to sell Infringing Products are directly, and unfairly, competing with Plaintiff's economic interest in the Commonwealth of Pennsylvania and causing Plaintiff harm within this jurisdiction.

15. Like many other brand owners, Plaintiff suffer ongoing daily and sustained violations of their rights at the hands of infringers, such as Defendants herein, who wrongfully reproduce Plaintiff's Products for the twin purposes of (i) duping and confusing the consuming public and (ii) earning substantial profits from the sale of their Infringing Products. The natural and intended byproduct of Defendants' actions is the erosion and destruction of the goodwill

associated with Plaintiff's Products and the destruction of the legitimate market sector in which Plaintiff operate.

16. The recent explosion of counterfeiting and infringement over the Internet, including through online marketplace platforms, has created an environment that requires brand owners, such as Plaintiff, to expend significant time and money across a wide spectrum of efforts in order to protect both consumers and Plaintiff from the ill effects of confusion and the erosion of the goodwill associated with Plaintiff's brand and products.

THE DEFENDANTS

17. The Defendants are individuals and/or business entities of unknown makeup, each of whom, upon information and belief, either reside or operate in foreign jurisdictions, or (though not foreign)¹ redistribute products from the same or similar sources in those foreign locations. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b). Defendants target their business activities toward consumers throughout the United States, including within this district, and conduct pervasive business through the operation of one fully interactive commercial Internet based e-commerce store via, at least one of the Internet based

¹ Prior to filing this lawsuit, Plaintiff viewed a public seller profile that is published by each Defendant's Amazon.com storefront that purports to identify the name and address of the Defendant. Solely based upon their representation on their Amazon.com storefronts, the following defendants have identified themselves as US-based and are not at this time alleged to be foreign sellers 5jayde, 904will29, adip45, atlanta, Authentidy autismmom1440, bermudatreasures, bluevalleyassets, boasseenontv, bubbagrgrv, butlemary, buy-from-me.deal, charlierock79, cluxton40, comfo26, coshe-7870, deencollections, ezcartllc1, fehat-53, galorenmore, gighann-0, gocartgo, hobojoe420, imonkeyslc, inneretherealbox, Intego Nutrition, j_murrel-6, jasbar_8039, jdresales, jts_nifty_thrifities, jujue_bean, K_IMPORTS, kelleigh-1, loyaltydress, Meric Pet Accessories, mete7298, mik.fredr, mkfamilyfarmsteadllc, MiNove, MXM Store, personalizedproducts4u, practical.choices, premium_product_uk, resellers_km, rizmanery, sarathom-46, Shine Asloa Investment Trade Inc, Shop LC, shoplc-us, superornot, techmar64, timothmccubbin0, treasure_hunter_68, Your First Market, yoyo19752009.

online marketplaces, Amazon.com, eBay.com, Aliexpress.com, Walmart.com, and Wish.com, all under the Seller IDs.

18. Upon information and belief, the Defendants use aliases in conjunction with the operation of their businesses as set forth in Schedule "A" hereto.

19. Defendants are the past and present controlling forces behind the sale of products infringing at least one claim of the Plaintiff's Patent described herein using at least the Seller IDs.

20. Upon information and belief, Defendants were willfully advertising, offering for sale and selling goods infringing upon at least one claim of the Plaintiff's Patent to consumers within the United States and this district through several fully interactive, commercial Internet websites and Internet based e-commerce stores operating under, at least one of the Amazon.com, eBay.com, Aliexpress.com, Walmart.com, and Wish.com storefronts, the Seller IDs, and any additional domain names, websites and corresponding website URLs or seller identifications and store URL aliases not yet known to Plaintiff. Defendants have purposefully directed some portion of their illegal activities towards consumers in the Commonwealth of Pennsylvania through the advertisement, offer to sell, sale, and/or shipment of Infringing Products into the Commonwealth.

21. Defendants have registered, established or purchased, and maintained the on-line marketplace website storefronts and Seller IDs. Upon information and belief, Defendants have engaged in fraudulent conduct with respect to the registration of the storefronts and Seller IDs by providing false and/or misleading information to the Internet based e-commerce platforms where they offer for sale and/or sell, during the registration or maintenance process related to their

respective Seller ID. Upon information and belief, Defendants have anonymously registered and maintained some of the Seller IDs for the sole purpose of engaging in illegal infringing activities.

22. Upon information and belief, Defendants will continue to register or acquire new seller identification aliases for the purpose of selling and offering for sale goods infringing at least one claim of the Plaintiff's Patent unless preliminarily and permanently enjoined.

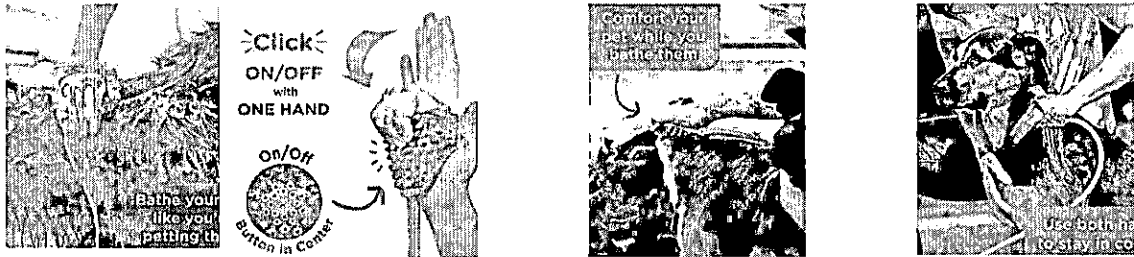
23. Defendants' Internet-based businesses amount to nothing more than illegal operations established and operated in order to infringe the intellectual property rights of Plaintiff.

24. Defendants' business names, i.e., the Seller IDs, associated payment accounts, and any other alias seller identification names used in connection with the sale of goods infringing on at least one claim of the Plaintiff's Patent are essential components of Defendants' online activities and are the means by which Defendants further their infringement scheme and cause harm to Plaintiff.

COMMON FACTUAL ALLEGATIONS

Plaintiff and Its Innovative Aquapaw® Pet Bathing Tool

25. The Plaintiff's Product is an innovative wearable sprayer-scrubber combination that easily connects to a garden hose or faucet and permits the owner to operate the device with one hand while they hold their pet firmly with the other hand. The Plaintiff's Product, pictured below, retails for \$24.95:



26. On January 14, 2020, the U.S. Patent and Trademark Office issued the '728 patent, the claims of which protect Plaintiff's Product. The Plaintiff's Patent has never been assigned or licensed to any of the Defendants in this matter. Plaintiff has provided constructive notice of the Plaintiff's Patent by placing the patent number of the patent on the packaging of Plaintiff's Product. Plaintiff's patent marking is also accomplished on its web site at <https://www.aquapaw.com/pages/patents> (last visited September 13, 2022).

27. Plaintiff's Product has been featured in videos or articles by numerous media outlets, including: NBC's "The Today Show"; "Shark Tank", QVC, Business Insider, Ace Hardware Store, BuzzFeed, and Country Living. Plaintiff's Product has won numerous awards, including: Editor's Choice Awards *Pet Product News* 2017 Winner, *Pet Business* 2017 Industry Recognition Award Winner, and *Global Pet Expo*, Best in Show, Dog Company.

Defendants' Wrongful and Infringing Conduct

28. Upon information and belief, Defendants are, through at least the Internet based e-commerce stores operating under the Seller IDs on Amazon.com, eBay.com, Aliexpress.com, Walmart.com, and Wish.com, promoting, selling, offering for sale and distributing goods that willfully infringe at least one claim of the Plaintiff's Patent while marketing their knock-off

products in a willful attempt to pass off their knock-off products as the genuine version of Plaintiff's Products.

29. Upon information and belief, Defendants' Infringing Products are of a quality substantially and materially different than that of Plaintiff's genuine goods. Defendants, upon information and belief, are actively using, promoting and otherwise advertising, distributing, selling, and/or offering for sale substantial quantities of their Infringing Products with the knowledge and intent that such goods will be mistaken for the genuine high quality goods offered for sale by Plaintiff despite Defendants' knowledge that they are without authority to use the subject matter of the Plaintiff's Patent.

30. Defendants advertise their Infringing Products for sale to the consuming public via Internet based e-commerce stores on, at least, one Internet marketplace on Amazon.com, eBay.com, Aliexpress.com, Walmart.com, and Wish.com, using at least the Seller IDs. In so advertising these goods, Defendants improperly and unlawfully infringe at least one claim of the Plaintiff's Patent without Plaintiff's permission.

31. As part of their overall infringement scheme, Defendants are, upon information and belief, concurrently employing and benefitting from substantially similar, advertising and marketing strategies based, in large measure, upon an illegal use of infringements of the Plaintiff's Patent in order to make their e-commerce stores selling illegal goods appear more relevant and attractive to consumers online. By their actions, Defendants are contributing to the creation and maintenance of an illegal marketplace operating in parallel to the legitimate marketplace for Plaintiff's genuine goods. Defendants are causing, individual, concurrent and indivisible harm to Plaintiff and the consuming public by (i) depriving Plaintiff and other third parties of their right to fairly compete for space within search engine results and reducing the

visibility of Plaintiff's genuine goods on the World Wide Web, (ii) causing actual consumer confusion, (iii) harm to Plaintiff's reputations, including tarnishing their status as the innovator in this market, (iv) an overall degradation of the value of the goodwill associated with the Plaintiff's brand, and (v) increasing Plaintiff's overall cost to market its goods and educate consumers about its brand via the Internet.

32. Plaintiff confirmed that Defendants were and/or are still currently offering for sale and/or selling Infringing Products for sale to the consuming public via Internet based e-commerce stores on at least one of the Internet marketplaces, Amazon.com, eBay.com, Aliexpress.com, Walmart.com, and Wish.com using at least the Seller IDs and that Defendants provide shipping and/or have actually shipped Infringing Products to customers located within this judicial district.

33. There is no question that the Infringing Product itself and the manner in which it is marketed is designed to confuse and mislead consumers into believing that they are purchasing Plaintiff's Product or that the Infringing Product is otherwise approved by or sourced from Plaintiff, thereby trading on the goodwill and reputation of Plaintiff.

34. Upon information and belief, at all times relevant hereto, Defendants in this action had full knowledge of Plaintiff's ownership of the Plaintiff's Patent. Defendants' use of the patent is without Plaintiff's consent or authorization.

35. Defendants are engaging in the above-described illegal infringing activities knowingly and intentionally or with reckless disregard or willful blindness to Plaintiff's rights for the purpose of infringing the Plaintiff's Patent and trading on Plaintiff's goodwill and

reputation. If Defendants' intentional infringing activities are not preliminarily and permanently enjoined by this Court, Plaintiff and the consuming public will continue to be harmed.

36. Defendants' above identified infringing activities are likely to cause confusion, deception, and mistake in the minds of consumers before, during, and after the time of purchase. Moreover, Defendants' wrongful conduct is likely to create a false impression and deceive customers, the public, and the trade into believing there is a connection or association between Plaintiff's Products and Defendants' Infringing Products, which there is not.

37. Upon information and belief, Defendants' payment and financial accounts are being used by Defendants to accept, receive, and deposit profits from Defendants' infringing activities connected to their Seller IDs and any other alias e-commerce stores, photo albums, seller identification names, domain names, or websites being used and/or controlled by them.

38. Further, upon information and belief, Defendants are likely to transfer or secret their assets to avoid payment of any monetary judgment awarded to Plaintiff.

39. Plaintiff has no adequate remedy at law.

40. Plaintiff is suffering irreparable injury and have suffered substantial damages as a result of Defendants' unauthorized and wrongful infringement of at least one claim of the Plaintiff's Patent. If Defendants' infringing activities are not preliminarily and permanently enjoined by this Court, Plaintiff and the consuming public will continue to be harmed.

41. The harm and damages sustained by Plaintiff has been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offers to sell, and sale of their Infringing Products.

COUNT I – PATENT INFRINGEMENT (35 U.S.C. § 271 (a))

42. The allegations in the above paragraphs are hereby incorporated by reference.

43. Plaintiff owns U. S. Patent No. 10,531,728 entitled “Hand Attachable Animal Washing Apparatus”. A copy of the patent is attached as Complaint **Exhibit 2**. The Plaintiff’s Product is marked in accordance with the Patent Act.

44. The Accused Products Type 1 and 2 infringe at least Claim 1 of the Plaintiff’s Product, as more fully detailed in **Exhibits 3 and 4**, respectively.

45. Defendants have infringed and continue to infringe the Plaintiff’s Patent either directly or indirectly through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271, by making, using, selling, importing and/or offering to sell Infringing Products, namely the knock-offs that infringe at least one claim of the Plaintiff’s Patent.

46. Defendants’ infringement, contributory infringement and/or inducement to infringe has injured Plaintiff and they, therefore, is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

47. Defendants’ infringement, contributory infringement and/or inducement to infringe has been willful and deliberate because Defendants have notice of or knew of the Plaintiff’s Patent and have nonetheless injured and will continue to injure Plaintiff, unless and until this Court enters an injunction, which prohibits further infringement and specifically enjoins further manufacture, use, sale, importation and/or offer for sale of products or services that come within the scope of the Plaintiff’s Patent.

48. Based on Defendants’ wrongful conduct, Plaintiff is entitled to injunctive relief as well as monetary damages and other remedies as provided by the Patent Act, including damages that Plaintiff has sustained and will sustain as a result of Defendants’ illegal and infringing

actions as alleged herein, enhanced discretionary damages and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment on all Counts of this Complaint and an award of equitable relief and monetary relief against Defendants as follows:

a. Entry of temporary, preliminary and permanent injunctions pursuant to 35 U.S.C. § 283, and Federal Rule of Civil Procedure 65 enjoining Defendants, their agents, representatives, servants, employees, and all those acting in concert or participation therewith, from manufacturing or causing to be manufactured, importing, advertising or promoting, distributing, selling or offering to sell their Infringing Products;

c. Entry of an Order that, upon Plaintiff's request, any Internet marketplace website operators and/or administrators that are provided with notice of the injunction, including but not limited to the online marketplaces Amazon.com, eBay.com, Aliexpress.com, Walmart.com, and Wish.com, identify any e-mail address known to be associated with Defendants' respective Seller ID, and cease facilitating access to any or all e-commerce stores through which Defendants engage in the promotion, offering for sale, and/or sale of Infringing Products.

d. Entry of an Order that, upon Plaintiff's request, any Internet marketplace website operators and/or administrators who are provided with notice of the injunction, including but not limited to the online marketplaces Amazon.com, eBay.com, Aliexpress.com, Walmart.com, and Wish.com, permanently remove any and all listings offering for sale Infringing Products via the e-commerce stores operating under the Seller IDs, including any and all listings linked to the

same seller or linked to any other alias seller identification name being used and/or controlled by Defendants to promote, offer for sale and/or sell Infringing Products.

e. Entry of an Order that, upon Plaintiff's request, any Internet marketplace website operators and/or administrators who are provided with notice of the injunction, including but not limited to the online marketplaces Amazon.com, eBay.com, Aliexpress.com, Walmart.com, and Wish.com, immediately cease fulfillment of and sequester all goods of each Defendant or other Seller under a Seller ID offering for sale the Infringing Product in its inventory, possession, custody, or control, and surrender those goods to Plaintiff.

f. Entry of an order awarding Plaintiff damages adequate to compensate for the infringement of its patent, but in no event less than a reasonable royalty for the use made of the invention by the Defendants, together with interest and costs as fixed by the Court pursuant to 35 U.S.C. § 284 and that the award be trebled as provided for under 35 U.S.C. §284.

g. Entry of an Order finding that this case is exceptional and an award to Plaintiff of its attorney fees and costs as provided by for under 35 U.S.C. § 285.

h. Entry of an Order that, upon Plaintiff's request, any financial institutions, payment processors, banks, escrow services, money transmitters, including, but not limited to, Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. AliPay (China) Internet Technology Co. Ltd., and Alipay.com Co., Ltd. (collectively referred to as "AliPay")², Amazon Payments, Inc., PayPal, Inc. d/b/a paypal.com, Walmart Pay operated by Wal-Mart.com USA, LLC, and Context Logic, Inc. d/b/a wish.com, or marketplace platforms, including but not limited to,

² WorldPay US, Inc. ("WorldPay") processes transactions on behalf of Alibaba and Alipay, which may appear as "Aliexpress" on a cardholder's credit card statement.

Amazon.com, ebay.com, aliexpress.com, Walmart.com, and Context Logic, Inc d/b/a wish.com, and their related companies and affiliates, identify and restrain all funds, up to and including the total amount of judgment, in all financial accounts and/or sub-accounts used in connection with the Seller IDs or other domain names, alias seller identification names, or e-commerce store names or store URLs used by Defendants presently or in the future, as well as any other related accounts of the same customer(s) and any other accounts which transfer funds into the same financial institution account(s), to be surrendered to Plaintiff in partial satisfaction of the monetary judgment entered herein.

- i. Entry of an award of pre- and post-judgment interest on the judgment amount.
- j. Entry of an order for any further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff respectfully demand a trial by jury on all claims.

Respectfully submitted,

Dated: November 15, 2022

/s/ Stanley D. Ference III
Stanley D. Ference III
Pa. ID No. 59899
courts@ferencelaw.com

Brian Samuel Malkin
Pa. ID No. 70448
bmalkin@ferencelaw.com

FERENCE & ASSOCIATES LLC
409 Broad Street
Pittsburgh, Pennsylvania 15143
(412) 741-8400 - Telephone
(412) 741-9292 - Facsimile

Attorneys for Plaintiff

Schedule "A"
Defendants With Store Name and Seller ID

| Defendant No. | Defendant/Store Name | Seller ID |
|----------------------|---------------------------------------|------------------|
| 1 | JOYI YAN | A1E0TK70FFQDXI |
| 2 | anyangshilaichuangshangmaoyouxiangshi | A26352OHTSIYIQ |
| 3 | Aren's comprehensive center | A342JEAB1QWFS5 |
| 4 | Authentidy | A1M3H4LQKDHLGG |
| 5 | boqin2022 | A29Z6JBU932MGS |
| 6 | C-Zhan shop | AP7P7Z1W0NXWB |
| 7 | Daqian Shijie | A3J7F2PORKWO7V |
| 8 | Duo-YX | ABH5D9FKBMXG |
| 9 | dysmzsk | A8QD2MEVFHUNA |
| 10 | ERA store | A1BSUQT5V1NQ8K |
| 11 | Gazechimp | A1KN7E2QTA18DX |
| 12 | HYMS | A1XBTUJPD2DY5P |
| 13 | K IMPORTS | A2F1UT4DM9UHF5 |
| 14 | kuikui trading | A2LII6AI0FYBFI |
| 15 | LaoBaMiZhiXiaoHanBao | A1T1SSJF72TE8T |
| 16 | lbyzszl | A1O37O1YH2UJSQ |
| 17 | loiqkakq | A2HX9WJAC9P4UG |
| 18 | Meejie Cleaning | A2QHMAP40LDUYP |
| 19 | Meric Pet Accessories | ABMR3Q27TUP9L |
| 20 | mingbaogou | AWML5AK8LYCET |
| 21 | MiNove | A3KDPIA7905KC |
| 22 | Misoongo | A37GGUAUJ5SSQA |
| 23 | MXM Store | AHTOY1PKLNPWV |
| 24 | PEVHSVZ US | ALOF4AGZYCYI |
| 25 | RVOKOMS Direct | A16KJJAGPD9RRO |
| 26 | Shengxin trade - USA | AHU89RSLR2F2P |
| 27 | SUNNIMIX | A2JCX8Z5PAIFQ3 |
| 28 | tbsm | A3ULZMACABZBYW |
| 29 | Tianliangpiju | A1T86E3FPW5UWS |

| | | |
|----|--|----------------|
| 30 | ukoous | A39XN9SOX7GOUQ |
| 31 | wanbinshangmao | A203J1HIN4BD16 |
| 32 | WEBEEDY US | A3AZEJAHLEMDI |
| 33 | WEI HAO | A2DHD1C965E9WE |
| 34 | XINGYI-US | A1CFOYXGXAP8J4 |
| 35 | Yanggingyu | A31X4B8HKDV3J7 |
| 36 | YestonDirect-US | ABMEN088QH66V |
| 37 | yiwushiduijiaoxiandianzishangwuyouxiangongsi | A3IF68CGUISY5V |
| 38 | YMYMEIZ | A345P37YDYOAVV |
| 39 | your DQ | A3I63PSOWPKDUQ |
| 40 | Your First Market | A1LUGZD3B59DHA |
| 41 | YUHOO-US | A1VRZG3BIJJO9T |
| 42 | Zhixue Liu | A171JJLCITIG7P |
| 43 | A Wonderfully Store | 1101867222 |
| 44 | ATUBAN Pets Store | 1101936657 |
| 45 | BeautHome Store | 1101222675 |
| 46 | Chandler-ful Store | 1101359379 |
| 47 | Createyourlife Store | 1101402982 |
| 48 | DOGCAT PETS Store | 1100656652 |
| 49 | ELife Lovepet Store | 1101400412 |
| 50 | Fever 2 Store | 1101564616 |
| 51 | Future House Store | 1101414489 |
| 52 | General Utility Tool Store | 1101669721 |
| 53 | Hompy Poppy Store | 1101953224 |
| 54 | Houzime Store | 1101940488 |
| 55 | HYSAIXIA PETLAND Store | 1101445612 |
| 56 | Interesting lifestyle Store | 1101931707 |
| 57 | Lucky Pets Store | 1102035418 |
| 58 | maidehao Store | 1101806239 |
| 59 | Meowu Store | 1101599500 |
| 60 | MINGO life Store | 1101845811 |
| 61 | Moonbiffy High quality Pet Store | 1102110805 |
| 62 | Nature Home Store | 1101935198 |
| 63 | NICREW Cats & Dogs Store | 1101369679 |
| 64 | Ouyes Pet Life Store | 1102021126 |
| 65 | PET LOVE Store | 1101955103 |
| 66 | Pets Home Store | 1101989276 |
| 67 | Pinze EC Co., Ltd. Store | 1101233348 |
| 68 | PPIT Store | 1101424651 |

| | | |
|-----|-------------------------------------|--------------|
| 69 | Puppystar Pets Warm Life Store | 1101411714 |
| 70 | Seeyea Store | 1101775444 |
| 71 | Shop1102094194 Store | 1102085250 |
| 72 | SHUJIE Official Store | 1101580774 |
| 73 | Sofia lifestyle Store | 1101630551 |
| 74 | Triple-Nice Store | 1101396069 |
| 75 | WSEYU Store | 1101858150 |
| 76 | xiao9A Store | 1101922601 |
| 77 | xiao9B Store | 1101767445 |
| 78 | Youjia Kitchen Supplies Store | 1102107890 |
| 79 | Youool Hometown Drop shopping Store | 1101311192 |
| 80 | YY-pet Store | 1101846089 |
| 81 | Zezzo Gadgets Store | 1101909467 |
| 82 | ZJMZYM Daily-Use Sundry Goods Store | 1101337191 |
| 83 | 5jayde | 233899604238 |
| 84 | 904will29 | 154607275650 |
| 85 | achmadhu 99 | 234027126654 |
| 86 | adip45 | 283510736311 |
| 87 | amananay4 | 195216898989 |
| 88 | an-844627 | 384964255309 |
| 89 | atlanta1 | 193871796742 |
| 90 | autismmom1440 | 284651016474 |
| 91 | bermudatreasures | 274611019651 |
| 92 | best4purchase | 314081862900 |
| 93 | bluevalleyassets | 393598674518 |
| 94 | boasseenontv | 392752328778 |
| 95 | bubbagrgrv | 284814830874 |
| 96 | butle-mary | 224441241041 |
| 97 | buy-from-me.deal | 265568313557 |
| 98 | chanukamalindajayinghe | 125391177469 |
| 99 | charlierock79 | 284375412609 |
| 100 | chenm 2270 | 393372617398 |
| 101 | cherryone13 | 275402763716 |
| 102 | cluxton40 | 393106596375 |
| 103 | comfo26 | 234135776269 |
| 104 | coshe-7870 | 403445879662 |
| 105 | deencollections | 325291647951 |
| 106 | ezcartllc1 | 294303336258 |

| | | |
|-----|------------------------|-------------------------------|
| 107 | fehat-53 | 384871490949, 384866556811 |
| 108 | gajindkulasingh 0 | 402874330121 |
| 109 | galorenmore | 353856383597 |
| 110 | gencoorganics 1 | 314044865944 |
| 111 | gighann-0 | 255268588890 |
| 112 | gocartgo | 363927951668 |
| 113 | goingoutofbusiness100 | 185284548161 |
| 114 | hbj-enterprises | 403856690391, 403823187157 |
| 115 | hobojoe420 | 275391275479 |
| 116 | imonkeysllc | 284328117858 |
| 117 | indjayat-87 | 363479974812 |
| 118 | inneretherealbox | 403804413886 |
| 119 | j murrel-6 | 185266564780 |
| 120 | jacksbargainbin | 134191554358 |
| 121 | jagathexport 77 | 124826163119 |
| 122 | janakaraj5 | 255680372517 |
| 123 | jasbar 8039 | 363754349926 |
| 124 | jdresales | 224340768219 |
| 125 | jivan-impex | 295189018589 |
| 126 | jts nifty thirties | 175364558022 |
| 127 | jujue bean | 152884931504 |
| 128 | kabi mart | 265229359154 |
| 129 | kavindud77 | 144096879088 |
| 130 | kavlak-40 | 203582208214 |
| 131 | kelleigh-1 | 115085032037 |
| 132 | loyaltydress | 295117034606 |
| 133 | mangridd | 185518492120 |
| 134 | mete7298 | 394040839244 |
| 135 | mik.fredr | 115503110695 |
| 136 | mkfamilyfarmsteadllc | 234614664294 |
| 137 | msonic8017 | 373718582937 |
| 138 | nilangika | 393524985789 |
| 139 | personalizedproducts4u | 274871395235 |
| 140 | practical.choices | 124453249712 |
| 141 | pramono2015 | 393439761577 |
| 142 | premium product uk | 304578475665 |

| | | |
|-----|--|--|
| 143 | redberry-0515 | 384996910520, 385083183690, 385087486969 |
| 144 | Resellers km | 144685984343 |
| 145 | rizmanery | 294985863035 |
| 146 | sarathom-46 | 314094237981 |
| 147 | sezme-y-0 | 175393007414 |
| 148 | shoplc-us | 124487132594 |
| 149 | suneth2002 | 255399900094 |
| 150 | superornot | 165593348188 |
| 151 | techmar64 | 374062287024 |
| 152 | timothmccubbin0 | 194187191069 |
| 153 | trandetree007us | 165604533329 |
| 154 | treasure hunter 68 | 265711434575 |
| 155 | twigistore 09 | 295158966054 |
| 156 | yalgopala 0 | 385069788163 |
| 157 | yoyo19752009 | 144225335818 |
| 158 | BIOOK Direct | 101187560 |
| 159 | Everest Ventures | 6111 |
| 160 | Intego Nutrition | 101118721 |
| 161 | Menolana | 101125294 |
| 162 | shanghaiantuowangluokejiyouxianzerengongsi | 101191914 |
| 163 | shenzhenshijiuchenmaoyiyouxiangongsi | 101091370 |
| 164 | Shine Asloa Investment Trade Inc | 101079497 |
| 165 | Shop LC | 10735 |
| 166 | SiPingShi ZhongLian KeJi YouXianGongSi | 101128930 |
| 167 | VANJUNN | 101098281 |
| 168 | Wevove | 101130357 |
| 169 | XunMall Co., Ltd | 101078361 |
| 170 | adytutip | 607a62c3e5561b4620629163 |
| 171 | AINOLWAY | 5818124c4199ad48d61404f4 |
| 172 | anshibo | 5a9e902047a0e71cf7797923 |
| 173 | CCL1 | 5e78c23072b03257001366c6 |
| 174 | ettiyot | 607d1d34c5c974004b9406bb |
| 175 | fangbiao1994 | 57dff51cddd0f0105938ffe1 |
| 176 | Feiyu Textile | 545b102d3dabbe5d2e715a8a |
| 177 | Firstglass | 5d5bb54b283abc54d04a5303 |
| 178 | Flygear | 5d47f0244f7ba767aad67e99 |
| 179 | growuplyz | 5a6854e8dda8c53f562c28c |

| | | |
|-----|------------------------|--------------------------|
| 180 | huasong | 585ba527728de61793ea08c4 |
| 181 | LanXiuLong's Store | 5b5a189ef114fc2ac6e4740d |
| 182 | lovess | 5a53439d149ff83526a4330f |
| 183 | mengmeng2457 | 5f87a4308ce488369fd4b1f8 |
| 184 | My Smile Power | 591a67524b5a470cff52054a |
| 185 | Poo Foxx | 618dad7b77979285ad5794ff |
| 186 | sanyaju | 5b457dad044e6a4817a1945b |
| 187 | ShopLC | 59e4f82772765348701b8716 |
| 188 | Sulem | 5fd9e6b74eed91c9e6370346 |
| 189 | Tao duo duo nan zhuang | 585d1916e18c0f348beaffc8 |
| 190 | trilighting | 5a4745ccda6ce601a76cd25b |
| 191 | Tung1964 | 5f853cc6e91ca716551becba |
| 192 | xiaotingmeimeishipin | 5b446deb9de0462bd151d30a |
| 193 | xionglimei | 5a0ff94368788b6e7c046192 |
| 194 | yetoooo | 5adae83954bd094de7d55945 |
| 195 | yqbuiizaipa | 5af258ce4972794e2526d5b6 |