

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 20-cv-61916-BLOOM/Valle

APPLE CORPS LIMITED and SUBAFILMS
LIMITED,

Plaintiffs,

v.

BAGANI.MOBI, *et al.*,

Defendants.

_____ /

**CONSENT FINAL JUDGMENT AND PERMANENT INJUNCTION
AS TO THE CONSENT JUDGMENT DEFENDANTS
IDENTIFIED ON SCHEDULE "A" HERETO**

THIS CAUSE is before the Court upon Plaintiffs' Motion for Entry of Consent Final Judgment and Permanent Injunction as to certain Defendants, ECF No. [45] ("Motion"), filed on December 1, 2020. The Court has carefully considered the Motion, the record in this case, the applicable law, and is otherwise fully advised.

Plaintiffs, Apple Corps Limited and Subafilms Limited ("Plaintiffs"), and the Defendants identified on Schedule "A" hereto (collectively, the "Consent Judgment Defendants"), stipulate and consent to the following:

WHEREAS, the Consent Judgment Defendants adopted and began using trademarks in the United States that infringe and dilute the distinctive quality of Plaintiffs' various registered trademarks identified in Paragraphs 18 and 27 of Plaintiffs' Amended Complaint, ECF No. [19], ("Plaintiffs' Marks");

WHEREAS, each of the Consent Judgment Defendants' use of names and marks which incorporate one or more of Plaintiffs' Marks is likely to cause confusion as to source or origin;

WHEREAS, the parties desire to settle and have amicably resolved their dispute to their satisfaction; and

WHEREAS, based upon Plaintiffs' good faith prior use of Plaintiffs' Marks, Plaintiffs have superior and exclusive rights in and to the Plaintiffs' Marks in the United States and any confusingly similar names or marks; it is

ORDERED AND ADJUDGED as follows:

1. Plaintiffs' Motion, **ECF No. [45]**, is **GRANTED**. Judgment is entered in favor of Plaintiffs and against each of the Consent Judgment Defendants.

2. Each of the Consent Judgment Defendants and their respective officers, agents, servants, employees and attorneys, and all persons in active concert and participation with them are hereby permanently restrained and enjoined from intentionally and/or knowingly:

- a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing and/or using Plaintiffs' Marks;
- b. using Plaintiffs' Marks in connection with the sale of any unauthorized goods;
- c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of the Consent Judgment Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;
- d. falsely representing themselves as being connected with Plaintiffs, through sponsorship or association;
- e. engaging in any act which is likely to falsely cause members of the trade

and/or of the purchasing public to believe any goods or services of the Consent Judgment Defendants, are in any way endorsed by, approved by, and/or associated with Plaintiffs;

- f. using any reproduction, counterfeit, copy, or colorable imitation of the Plaintiffs' Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by the Consent Judgment Defendants;
- g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent the Consent Judgment Defendants' goods as being those of Plaintiffs, or in any way endorsed by Plaintiffs;
- h. offering such goods in commerce and from otherwise unfairly competing with Plaintiffs;
- i. secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe the Plaintiffs' Marks; and
- j. 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 subparagraphs (a) through (i).

3. Plaintiffs shall have the right to seek sanctions for contempt, compensatory damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the event of a violation or failure by any of the Consent Judgment Defendants to comply with any of the provisions hereof. The prevailing party in any such proceeding shall be entitled to recover its attorney's fees and costs.

4. This Consent Final Judgment shall be conclusive for purposes of collateral estoppel regarding all issues that have been or could have been brought on the same operative facts.

5. Each party shall bear its own attorney's fees and costs.

6. This Court will retain continuing jurisdiction over this cause to enforce the terms of this Consent Final Judgment.

7. Amazon Payments, Inc. ("Amazon"), SIA Joom, which operates the Joom.com website ("Joom"), ContextLogic, Inc., which operates the Wish.com website ("Wish"), and their related companies and affiliates shall (1) disburse the funds of each of the Consent Judgment Defendants restrained pursuant to the Court's Sealed Order Granting Plaintiffs' *Ex Parte* Application for Entry of Temporary Restraining Order and Setting Hearing on Motion for Preliminary Injunction, dated September 23, 2020, ECF No. [11], as directed by Plaintiffs' counsel; and (2) upon transfer of the funds to Plaintiffs as required herein, Amazon, Joom and Wish shall remove any restraints that were placed on the Consent Judgment Defendants' Amazon, Joom and Wish accounts pursuant to the Temporary Restraining Order; and (3) return each of the Consent Judgment Defendants' accounts back to an unrestrained status in accordance with Amazon, Joom and Wish's operating procedures and contract for services with each of the Consent Judgment Defendants.

DONE AND ORDERED in Chambers at Miami, Florida, on December 2, 2020.

A handwritten signature in black ink, appearing to be 'JB' with a long horizontal stroke extending to the right.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to:

Counsel of Record *via* E-Mail

SCHEDULE "A"
CONSENT JUDGMENT DEFENDANTS BY NUMBER, SELLER ID, AND
INDIVIDUAL, PARTNERSHIP, OR UNINCORPORATED ASSOCIATION

Def. No.	Defendant / Seller ID	Store Number / PayPal Account	Individual, Partnership, or Unincorporated Association
3	Art Fish	A27I3WBO2K55RU	Guo Rui Feng
9	tengzhoushilongquandongc henglifadian	ALP606MTO5XVT	Zhang Hang
45	Better time	1513587289219863090-86-3-709- 3245415502	Chen Meiyao
70	Mini Malls	5bdc29ec8b2c37032676b0f0	
91	TopKitchen World	5d7f422736b54d0301b14ff1	
47	Cefef	5da414d01436d40301cf884d	Chen Shanzao
95	Vwiwi	5da417278b2c370301700e09	
54	ERNX	5d9b587836b54d03012c2c64	Wang Ze
62	JO186	5db712118b2c3703013b84d4	
63	JO427	5de557b328fc710301599fbb	
81	SDGI	5d9b543436b54d03012bc4ec	
99	WDRDIEV	5d58b8449373f45fb03a865f	Wu Fei