

Jason M. Drangel (JD 7204)
jdrangel@ipcounselors.com
 Ashly E. Sands (AS 7715)
asands@ipcounselors.com
 Danielle S. Futterman (DY 4228)
dfutterman@ipcounselors.com
 Gabriela N. Nastasi
gnastasi@ipcounselors.com
 EPSTEIN DRANGEL LLP
 60 East 42nd Street, Suite 1250
 New York, NY 10165
 Telephone: (212) 292-5390
 Facsimile: (212) 292-5391
Attorneys for Plaintiffs
Moonbug Entertainment Limited and
Treasure Studio Inc.

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: _____ DATE FILED: <u>2/6/2024</u>
--

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED and
 TREASURE STUDIO INC.,

Plaintiffs

v.

640350 STORE, 9999 KINDS TOY BOUTIQUE
 STORE, AISPMEE OFFICIAL STORE, ANIME
 CHARACTER MODEL SHOP STORE, ANIME TOY
 SERIES STORE, BABY'S TOY STORE,
 BACKDROPBYNITREE STORE, BAGPICKY STORE,
 BCAA STORE, BEETOY TOY STORE, BITE BITES
 OFFICIAL STORE, BLACK KNIGHT STORE,
 BLANKET 003 STORE, BOOM SPECIALTY STORE,
 BRILLIANT DECORATIVE FAVORS STORE,
 BRILLIANT FUN PARTY STORE, CAREHER GIFTS
 STORE, CHILDREN'S FUNNY STORE, CHILD'S
 CLOAKROOM STORE, CJS TOY STORE, CRUSH
 BACKDROPS STORE, DA KUAN PARTY STORE,
 DAFI R STORE, DAMAITONG STORE, DECCER
 STORE, DISNEY ANIME THEME STORE, DIY-
 MATERIAL STORE, DROPSHIP PLUSH TOY STORE,
 DUWES OFFICIAL STORE, FANYI TOY STORE,
 FLAMUR HOMEDECOR OFFICIAL STORE, FUNNY

No. 22 Civ. 5042 (AT)

**FINAL DEFAULT
 JUDGMENT AND
 PERMANENT INJUNCTION
 ORDER**

TOY8 STORE, FUNNY TOY9 STORE, GOOD LUCKLY YOU STORE, HAPPYNESS WONDERLAND, HAPPYSMILESHEN STORE, HFEZ STORE, HOLIDAY PARTIES STORE, HTMODEL STORE, HYPI TOY STORE 12 STORE, INNITREE STORE, KLDS STORE, KO KO BOWS STORE, L PARTY STORE, LEBEL STORE, LET'S PARTY TOGETHER STORE, LITCHI BACKDROP STORE, LITTLE NAUGHTY CHILDREN'S SHOP STORE, LOVE PARTY STORE, LYB TOY STORE, MILULU88 STORE, MOMN STORE, MS PARTY STORE, - NAUGHTY BABY STORE, NEOBACK BACKDROP STORE, NO.3478 FESTIVE AND GIFT STORE, OLYFACTORY STORE, PARTY SUPPLIESG STORE, PDD PARTY SUPPLIES STORE, PHOTURT PROFESSIONAL BACKDROP STORE, PLAYPLAYPLAY STORE, POKEMOON PARTY STORE, PRETTY RIBBON&CRAFTS INC., ROBLOX STORE, SH CHILD CLOTHES STORE, SHOP3195061 STORE, SHOP4878036 STORE, SHOP5429117 STORE, SHOP5440075 STORE, SHOP834240 STORE, SHOP910455180 STORE, SHOP911035215 STORE, SHOP911389045 STORE, SHOP911545108 STORE, SHOP911553397 STORE, SMILEWILL 01 STORE, SPRINGHIT STORE, SR TOY STORE, STARTING POINT TOY STORE, SUMAIDA004 STORE, SURPRISE PARTY STORE, THE TWO DIMENSIONAL ASSOCIATION TOY STORE, TOY FUNNY WORLD STORE, VODOF OFFICIAL STORE, WIN-WIN TOY STORE, YI XIAXIA STORE, YI YUE PARTY STORE, YISI PARTY BALLOONS DECORS STORE, YUENIOR TOYS STORE, YY TOY STORE, ZHAN BAO ER STORE, ZIROU STORE, ZQ HOUSE STORE, ZR PARTY BOUTIQUE STORE, ZY HOUSE STORE and ZYZYKK OFFICIAL STORE,






Defendants


GLOSSARY

<u>Term</u>	<u>Definition</u>	<u>Docket Entry Number</u>
Plaintiffs	Moonbug Entertainment Limited (“Moonbug”) and Treasure Studio Inc. (“Treasure”)	N/A
Defendants	640350 Store, 9999 Kinds Toy Boutique Store, Aispmee Official Store, Anime character model shop Store, Anime toy series Store, Baby's Toy Store, BackdropByNitree Store, bagpicky Store, BCAA Store, BEETOY Toy Store, bite bites Official Store, Black Knight Store, Blanket 003 Store, Boom Specialty Store, Brilliant Decorative Favors Store, Brilliant Fun Party Store, Careher Gifts Store, Children's Funny Store, Child's cloakroom Store, CJS Toy Store, CRUSH backdrops Store, Da Kuan Party Store, DAFI R Store, DAMAITONG Store, DECCER Store, Disney Anime Theme Store, DiY-Material Store, Dropship Plush Toy Store, DUWES Official Store, FanYi Toy Store, Flamur HomeDecor Official Store, Funny Toy8 Store, Funny Toy9 Store, good luckly you Store, Happyness Wonderland, happysmileshen Store, HFEZ Store, Holiday parties Store, HTMODEL Store, Hypi Toy Store 12 Store, INNITREE Store, KLDS Store, Ko Ko Bows Store, L party Store, Lebel Store, Let's party together Store, LITCHI backdrop Store, Little naughty children's shop Store, Love Party Store, LYB Toy Store, MILULU88 Store, MOMN Store, MS party Store, - Naughty baby Store, NeoBack Backdrop Store, No.3478 Festive And Gift Store, Olyfactory Store, Party suppliesG Store, PDD Party supplies Store, Photurt Professional Backdrop Store, PlayPlayPlay Store, Pokemoon Party Store, Pretty Ribbon&Crafts Inc., Roblox Store, SH Child Clothes Store, Shop3195061 Store, Shop4878036 Store, Shop5429117 Store, Shop5440075 Store, Shop834240 Store, Shop910455180 Store, Shop911035215 Store, Shop911389045 Store, Shop911545108 Store, Shop911553397 Store, smilewill 01 Store, SpringHit Store, SR Toy Store, starting point toy Store, sumaida004 Store, Surprise Party Store, The Two Dimensional Association toy Store, Toy Funny World Store, VODOF Official Store, Win-Win Toy Store, Yi Xiaxia Store, Yi Yue party Store, YISI Party Balloons Decors Store, Yuenior Toys Store, YY Toy Store,	N/A

	ZHAN BAO ER Store, Zirou Store, ZQ House Store, ZR Party Boutique Store, ZY House Store and ZYZYKK Official Store	
Defaulting Defendants	640350 Store, 9999 Kinds Toy Boutique Store, Aispmee Official Store, Anime character model shop Store, Anime toy series Store, Baby's Toy Store, bagpicky Store, BCAA Store, bite bites Official Store, Black Knight Store, Blanket 003 Store, Boom Specialty Store, Brilliant Decorative Favors Store, Brilliant Fun Party Store, Careher Gifts Store, Children's Funny Store, CJS Toy Store, CRUSH backdrops Store, Da Kuan Party Store, DAFI R Store, DAMAITONG Store, Disney Anime Theme Store, DiY-Material Store, Dropship Plush Toy Store, DUWES Official Store, FanYi Toy Store, Flamur HomeDecor Official Store, Funny Toy8 Store, Funny Toy9 Store, good luckly you Store, Happyness Wonderland, HFEZ Store, HTMODEL Store, Hypi Toy Store 12 Store, INNITREE Store, KLDS Store, Ko Ko Bows Store, L party Store, Lebel Store, Let's party together Store, LITCHI backdrop Store, Little naughty children's shop Store, LYB Toy Store, MILULU88 Store, MOMN Store, MS party Store, -Naughty baby Store, NeoBack Backdrop Store, No.3478 Festive And Gift Store, Olyfactory Store, Party suppliesG Store, PDD Party supplies Store, Photurt Professional Backdrop Store, PlayPlayPlay Store, Pokemoon Party Store, Pretty Ribbon&Crafts Inc., Roblox Store, SH Child Clothes Store, Shop3195061 Store, Shop4878036 Store, Shop5429117 Store, Shop5440075 Store, Shop834240 Store, Shop910455180 Store, Shop911389045 Store, Shop911545108 Store, Shop911553397 Store, smilewill 01 Store, SpringHit Store, SR Toy Store, starting point toy Store, sumaida004 Store, Surprise Party Store, The Two Dimensional Association toy Store, Toy Funny World Store, VODOF Official Store, Win-Win Toy Store, Yi Xiaxia Store, Yi Yue party Store, YISI Party Balloons Decors Store, Yuenior Toys Store, YY Toy Store, ZHAN BAO ER Store, Zirou Store, ZQ House Store, ZR Party Boutique Store, ZY House Store and ZYZYKK Official Store	N/A
AliExpress	Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers	N/A

	across the world and specifically to consumers residing in the U.S., including New York	
Sealing Order	Order to Seal File entered on June 15, 2022	Dkt. 1
Complaint	Plaintiffs' Complaint filed on June 16, 2022	Dkt. 9
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 filed on June 16, 2022	Dkts. 14-15
Miller Dec.	Declaration of Robert Miller in Support of Plaintiffs' Application	N/A
Nastasi Dec.	Declaration of Gabriela N. Nastasi in Support of Plaintiffs' Application	Dkt. 15
TRO	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	Dkt. 16
User Account(s)	Any and all websites and any and all accounts with online marketplace platforms such as AliExpress, 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	N/A
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	N/A
CoComelon Content	A popular streaming media show and YouTube channel featuring 3D animation videos of both traditional nursery rhymes and original children's songs	N/A
CoComelon Applications	U.S. Trademark Serial Application Nos.: 88/681,262 for "COCOMELON" for goods in Class 28; 88/681,248 for	N/A

	<p>“COCOMELON” for goods in Class 9; 88/681,253 for “COCOMELON” for goods in Class 25; 88/945,840 for</p>  <p>“ Cocomelon ” for goods in Class 3; 88/681,276</p>  <p>for “ Cocomelon ” for goods in Class 25;</p>  <p>88/681,270 for “ Cocomelon ” for goods in Class</p>  <p>9; and 88/681,280 for “ Cocomelon ” for goods in Class 28</p>	
<p>CoComelon Registrations</p>	<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>N/A</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	N/A
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	N/A
CoComelon Products	A variety of consumer products including toys, apparel, backpacks and other gear	N/A
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	N/A
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)	N/A
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 account is located in the U.S. or abroad)	N/A
Financial Institutions	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), 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	N/A

Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba, 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	N/A
Defendants' Frozen Accounts	Defendants' Financial Accounts that were and/or are attached and frozen or restrained by the Financial Institutions pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this action	N/A
Plaintiffs' Motion for Default Judgment	Plaintiffs' Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants filed on May 26, 2023	Dkts. 43-47
Nastasi Aff.	Affidavit by Gabriela N. Nastasi in Support of Plaintiffs' Motion for Default Judgment	Dkt. 44
Miller Aff.	Affidavit by Robert Miller in Support of Plaintiffs' Motion for Default Judgment	Dkt. 45

This matter comes before the Court by motion filed by Plaintiffs for the entry of final judgment and permanent injunction by default against Defendants for Defendants' trademark infringement, trademark counterfeiting and copyright infringement, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defendants' unauthorized use of Plaintiffs' CoCoMelon Marks and/or CoCoMelon Works including, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law and Affidavits of Gabriela N. Nastasi and Robert Miller in support of Plaintiffs' Motion for Default Judgment and a Permanent Injunction Against Defendants, the Certificate of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

- 1) Judgment is granted in favor of Plaintiffs on all claims properly pled against Defaulting Defendants in the Complaint.

II. Damages Awards

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve the compensatory and punitive purposes of the Lanham Act's prohibitions on trademark counterfeiting and infringement, and because Plaintiffs have sufficiently set forth the basis for the statutory damages requested in their Motion for Default Judgment, the Court awards

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.

Plaintiffs Seventy Five Thousand U.S. Dollars (\$75,000.00) (“Defaulting Defendants’ Individual Damages Award”) in statutory damages against each of the eighty-eight (88) Defaulting Defendants pursuant to 15 U.S.C. §1117(c) and/or 17 U.S.C. § 504(c) for a total of Six Million Six Hundred Thousand Dollars (\$6,600,000.00) (“Defaulting Defendants’ Collective Damages Award”), plus post-judgment interest at the statutory rate set forth in 28 U.S.C. § 1961(a).

III. Permanent Injunction

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees, and all persons acting in active concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad) who receive actual notice of this Order are permanently enjoined and restrained from:
 - A. 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 Marks and/or CoCoMelon Works and/or marks and/or artwork that are confusingly or substantially similar to, identical to and constitute a counterfeiting and/or infringement of the CoCoMelon Marks and/or CoCoMelon Works;
 - B. directly or indirectly infringing in any manner Plaintiffs’ CoCoMelon Marks and/or CoCoMelon Works;
 - C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs’ CoCoMelon Marks and/or CoCoMelon Works to identify any goods or services not authorized by Plaintiffs;

- D. using Plaintiffs' CoCoMelon Marks and/or CoCoMelon Works, or any other marks and/or artwork that are confusingly or substantially similar to the CoCoMelon Marks and/or CoCoMelon Works on or in connection with manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- E. 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 Plaintiff, 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 Plaintiff;
- F. 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 the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert and participation with any of them; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts 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.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must 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 Defaulting Defendants that infringe any of Plaintiffs' trademarks, copyrights or other rights including, without limitation, the CoCoMelon Marks and/or CoCoMelon Works, or bear any marks and/or artwork that are confusingly or substantially similar to the CoCoMelon Marks and/or CoCoMelon Works pursuant to 15 U.S.C. § 1118;
- 3) IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Defendants and all persons in active concert and participation with them who receive actual notice of this Order, including Third Party Service Providers and Financial Institutions who satisfy those requirements and are identified in this order are permanently enjoined and restrained from:
 - i. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or other records or evidence relating to Defendants' Frozen Assets and Defendants' Financial Accounts;
 - ii. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) below.
- 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendants and all persons in active concert and participation with them who receive actual notice of this Order,

including Third Party Service Providers and Financial Institutions who satisfy those requirements and are identified in this order are permanently enjoined and restrained from:

- i. operation of Defendants' Merchant Storefronts that have offered for sale and/or sold Counterfeit Products, including, without limitation, continued operation of Defendants' Merchant Storefronts that have offered for sale and/or sold Counterfeit Products in violation of this Order; and
- ii. instructing, aiding or abetting Defendants and/or any person or business entity to engage in any of the activities referred to in subparagraphs III(1)(A) through III(3)(A) above, including, without limitation, by providing services necessary for Defendants to continue operating Defendants' Merchant Storefronts that have offered for sale and/or sold Counterfeit Products in violation of this Order.

IV. Dissolution of Rule 62(a) Stay

- 1) IT IS FURTHER ORDERED, as sufficient cause has been shown, the 30-day automatic stay on enforcing Plaintiffs' judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

V. Miscellaneous Relief

- 1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiffs' counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendants' Frozen Assets and/or Defaulting Defendants' Financial Accounts;
- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property; and

3) The Court releases the Five Thousand U.S. Dollar (\$5,000.00) security bond that Plaintiff submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42nd Street, Suite 1250, New York, NY 10165.

SO ORDERED.

SIGNED this 6th day of February, 2024.



HON. ANALISA TORRES
UNITED STATES DISTRICT JUDGE