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The Honorable Tana Lin

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,
AMAZON.COM SERVICES LLC, a Delaware
limited liability company, and AMAZON
TECHNOLOGIES, INC., a Nevada corporation,

Plaintiffs,

v.

Does 1-20, unknown parties doing business as
"CHIN CHOPA," and the following individuals:
Justin Cook, Timothy Rodgers, Sai
Parvathareddy, Danielle Lantz, Brandon Wong,
Bharath Kumar Gandhe, Berkcan Turkmenoglu,
and Mike Ahlert,

Defendants.

No. 2:24-cv-01083-TL

STIPULATED PERMANENT
INJUNCTION AS TO
DEFENDANT TIMOTHY
RODGERS AND ~~PROPOSED~~
ORDER

NOTED FOR CONSIDERATION:
November 25, 2024

Without Oral Argument

1 **STIPULATION**

2 Plaintiffs Amazon.com, Inc., Amazon.com Services LLC, and Amazon Technologies,
3 Inc. (together, “Amazon”), and Defendant Timothy Rodgers and (collectively “Settling Parties”),
4 by and through Amazon and Rodgers’s respective counsel of record, notify the Court that the
5 Settling Parties have reached a settlement of all claims between them in this matter. Pursuant to
6 the terms of that settlement, the Settling Parties stipulate and agree to entry of the permanent
7 injunction below.

8 DATED this 25th day of November, 2024.

9
10 Davis Wright Tremaine LLP
Attorneys for Plaintiffs

Timothy Rodgers
Pro Se, Timothy Rodgers

11 By s/ Bonnie MacNaughton
12 Bonnie MacNaughton, WSBA #36110
13 Tim Cunningham, WSBA #50224
14 920 Fifth Avenue, Suite 3300
15 Seattle, WA 98104-1610
16 Phone: 206-622-3150
17 Fax: 206-757-7700
18 bonniemacnaughton@dwt.com
19 timcunningham@dwt.com

By s/ Timothy Rodgers
20 Timothy Rodgers
21 500 Dutchview Drive
22 Atlanta, GA 30349
23 Phone: 770-331-2035
24 tdr523@icloud.com

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1 **PERMANENT INJUNCTION**

2 Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that
3 Defendant Timothy Rodgers, and his respective employees, agents, successors and assigns, and
4 all others in active concert or participation with him, are permanently enjoined and restrained
5 from:

- 6 1. Accessing and using, whether directly or indirectly via a third party, intermediary,
7 or proxy, Amazon.com, or any other Amazon online store around the world;
8 2. Exploiting or abusing Amazon’s ordering or return services;
9 3. Making false statements or misrepresentations to Amazon;
10 4. Engaging in any activity that defrauds Amazon into paying money or providing
11 replacement products for illegitimate returns;
12 5. Engaging in any scheme or malicious activity that interacts with Amazon; and
13 6. Knowingly and materially assisting or engaging any other person or business
14 entity in engaging in or performing any of the activities listed above.

15 The Court shall retain continuing jurisdiction over this matter for the limited purposes of
16 enforcing the terms of the Settling Parties’ settlement agreement and this Stipulated Permanent
17 Injunction.

18 IT IS SO ORDERED.

19 DATED: November 26, 2024.

20 

21 Tana Lin
22 United States District Judge