

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WEIFANG TENGYI JEWELRY TRADING)	
CO., LTD)	
)	
Plaintiff,)	Case No. 1:23-cv-16785
)	
v.)	Judge Mary M. Rowland
)	
THE PARTNERSHIPS AND)	Magistrate Judge Jeffrey T. Gilbert
UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE "A",)	
)	
Defendant.)	
)	
_____)	

**DEFAULT JUDGMENT
ORDER**

This action having been commenced by Plaintiff Weifang Tengyi Jewelry Trading Co. Ltd. ("Weifang" or "Plaintiff") against Defendants No. 1-21, 24-62, 64-66, 69-95, 97-100, 102-115, 117-128, 130-150, 152-153, 156, 161, 164-166, 168-176, 179-192, 194-195 identified on the Amended Schedule A, attached hereto, (hereinafter, the "Defaulting Defendants") and Plaintiff having moved for entry of Default under Fed.R.Civ.P. 55(a) and Default Judgment under Fed.R.Civ.P. 55(b) against the Defaulting Defendants [Doc. 50];

Plaintiff having properly completed service of process on Defaulting Defendants [Doc. 34-40], the combination of providing notice via electronic publication or e-mail being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants having failed to answer the Amended Complaint [Doc. 6] or otherwise plead, and the time for answering the Amended Complaint [Doc. 6] having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products bearing and/or sold under Plaintiff's ULOVEIDO Trademark, (hereinafter, "the ULOVEIDO Mark"), a protected trademark in the United States with assigned U.S. Trademark Registration No. 5,017,523 and Plaintiff's copyright, protected images in the United States with assigned Registration Nos. VA 0002-334-790, VA 0002-334-791, VA 0002-334-792 ("ULOVEIDO Works").

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)) violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.); and copyright infringement (17 U.S.C §101 ET SEQ.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. That Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in concert with them are permanently enjoined and restrained from:

- a. using the ULOVEIDO Trademark and ULOVEIDO Works or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine ULOVEIDO product or not authorized by ULOVEIDO to be sold in connection with the ULOVEIDO Trademark and Copyrights;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine ULOVEIDO product or any other product produced by ULOVEIDO, that is not ULOVEIDO's or not produced under the authorization, control, or supervision of ULOVEIDO and approved by ULOVEIDO for sale under the ULOVEIDO Trademark and utilizing the ULOVEIDO Copyrights; and committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of ULOVEIDO, or are sponsored by, approved by, or otherwise connected with ULOVEIDO; and
- c. committing any acts calculated to cause consumers to believe that Defendants' infringing ULOVEIDO Products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing the ULOVEIDO Mark and ULOVEIDO Works and damaging Plaintiff's goodwill; and
- e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by

Plaintiff to be sold or offered for sale, and which bear Plaintiff's ULOVEIDO Mark or utilize Plaintiff's ULOVEIDO Works, or any reproductions, counterfeit copies, or colorable imitations thereof;

f. using, linking to, transferring, selling, exercising control over, or otherwise owning any online marketplace account that is being used to sell products or inventory not authorized by Plaintiff which bear the ULOVEIDO Mark or utilize the ULOVEIDO Works;

g. operating and/or hosting websites which are involved with the distribution, marketing, advertising, offering for sale, or sale of products or inventory not authorized by Plaintiff which bear the ULOVEIDO Mark or utilize the ULOVEIDO Works;

2. Those in privity with Defaulting Defendants and those with notice of this injunction, including, without limitation, any online marketplace platforms such as Alibaba, AliExpress, Amazon, Bonanza, Dhgate, eBay, etsy, Individual Sites, open sky, Walmart, Wish, sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers, and Internet search engines such as Google, Bing and Yahoo (collectively, the "Third Party Providers") shall:

- a. disable and cease providing services being used by Defaulting Defendants, currently or in the future, to engage in the sale of goods using the ULOVEIDO Mark and the ULOVEIDO Works;
- b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of goods using without authorization utilizing the ULOVEIDO Mark and ULOVEIDO Works; and

- c. take all steps necessary to prevent links to the Defaulting Defendants' online stores identified herein from displaying in search results, including, but not limited to, removing links to Defaulting Defendants' online stores from any search index;
- d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' unauthorized ULOVEIDO Products or utilize the ULOVEIDO Works are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- e. further infringing the ULOVEIDO Mark and ULOVEIDO Works and/or damaging Plaintiff's goodwill; and
- f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear the ULOVEIDO Mark, or any reproductions, counterfeit copies or colorable imitations thereof.

3. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages in the amount of \$200,000 per Defaulting Defendant for willful counterfeiting and infringement of the ULOVEIDO Mark. Pursuant to 17 U.S.C. § 504(c), Plaintiff is awarded statutory damages in the amount of one hundred fifty thousand dollars (\$150,000) for willful infringement of the ULOVEIDO Works. These awards shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Amended Schedule A.

4. In addition to other methods authorized by law, Plaintiff may serve this Order and other relevant documents on Financial Institutions and/or Third Party Providers, including but not limited to those below, via the following email addresses:

- i. Aliexpress, attention: IPR-USTRO@aliexpress.com
- ii. Alibaba at: IPR_USTRO@service.alibaba.com
- ii. Amazon, attention: tro-notices@amazon.com; TeriNovak@dwt.com;
MichelleKing@dwt.com; JimHoward@dwt.com
- iii. Bonanza, attention: support@bonanza.com
- iv. DHGate, attention: patrol@dhgate.com
- v. eBay, Inc., attention rbringhurst@ebay.com; nlindsley@ebay.com;
jlahtinen@ebay.com; TROs@ebay.com;
- vi. Etsy, attention: legal@etsy.com
- vii. Lianlian, attention: steven.teixeira@lianlian.com;
liying002@lianlianpay.com; wangyc004@lianlianpay.com
- viii. Payoneer, attention: VP of Operations at VPOperations@Payoneer.com
and/or Mr. Edward Tulin, Legal Counsel, at edward.tulin@skadden.com;
thirdpartyrequests@payoneer.com
- ix. PayPal, attention: EEOMALegalSpecialist@paypal.com;
- x. Pingpong, attention: legal@pingpongx.com
- xi. Stripe, attention: notices@stripe.com
- xii. Walmart, attention: TROLegalComms@walmartlegal.com;
Jennifer.Johnson@walmartlegal.com; Leon.Paz@walmartlegal.com
- xiii. Context Logic d/b/a Wish, attention: Rocky.Cislak@btlaw.com;

Dwight.Lueck@btlaw.com;Brittany.Smith@btlaw.com;

Quinn.Thacker@btlaw.com; Doro.Park@btlaw.com

ixx. open sky, attention: help@opensky.com

5. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Third Party Providers, including Alibaba, AliExpress, Alipay, Amazon, Bonanza, DHGate, eBay, etsy, Individual Sites, Lianlian, open sky, Payoneer, Paypal, Pingpong, Stripe, Walmart, Contextlogic d/b/a Wish, advertisers, Facebook, Internet Service Providers (“ISP”), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including but not limited to PayPal, AliPay, Payoneer, Lianlian, Stripe, PingPong, third party processors and other payment processing service providers, shippers, and domain name registrars. The Third Party Providers shall, within five (5) business days after receipt of such notice, provide to Plaintiff, certified under oath by the custodian of records and in a form admissible as a business record under Fed.R.Evid. 803(6), expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

- a. The identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. the nature of Defendants’ operations and all associated sales and financial information, including, without limitation, identifying information associated with the Defendant’s online marketplace accounts and Defendants’ financial accounts, as well as providing a full accounting of Defendants’ sales and listing history

related to their respective online marketplace accounts;

- c. Defendants' websites and/or any online marketplace accounts;
- d. Any domain names registered by Defendants; and
- e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Alibaba, AliExpress, Alipay, Amazon, Bonanza, DHgate, eBay, etsy, Individual Sites, Lianlian, open sky, Payoneer, Paypal, PingPong, Stripe, Walmart.com, Context logic d/b/a Wish.com or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. In the event that Plaintiff identifies any additional online marketplace accounts, domain names or financial accounts owned by Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by email at the email addresses for Defaulting Defendants identified in the exhibits attached to the Declaration of Teng Guangyao, [Docs. 11-5] and any email addresses provided for Defaulting Defendants by third parties, including financial institutions and Third Party Providers.

7. Any Third Party Providers holding funds for Defaulting Defendants, including Alibaba, AliExpress, Alipay, Amazon, Bonanza, DHGate, eBay, etsy, Individual Sites, Lianlian, open sky, Payoneer, Paypal, Pingpong, Stripe, Walmart, Contextlogic d/b/a Wish, shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any financial accounts

connected to Defaulting Defendants' from transferring or disposing of any funds, up to the above identified statutory damages awards in paragraph (3), or other of Defaulting Defendants' assets.

8. All monies, up to the above identified statutory damages award in paragraph (3), held in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Alibaba, Ant Financial, AliExpress, Amazon, Bonanza, DHGate, eBay, etsy, Individual Sites, open sky, Walmart, Contextlogic d/b/a Wish, are hereby released to Plaintiff as payment of the above-identified damages, and Third Party Providers, including Alipay, Lianlian, Payoneer, Paypal, Pingpong, Stripe, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.

9. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Lianlian, Stripe, Alipay, Alibaba, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall within five (5) business days:

- a. locate all accounts and funds connected to Defaulting Defendants, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the email addresses for Defaulting Defendants identified in the exhibits attached to the Declaration of Teng Guangyao, [Docs. 11-5] and any email addresses provided for Defaulting Defendants by Third Party Providers;
- b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets.

10. In addition to the collections and post-judgment discovery procedures set out herein, Plaintiff may utilize all collections and post-judgment discovery procedures authorized by the Federal Rules of Civil Procedure and applicable state law. Specifically, until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.

11. Plaintiff may serve Defaulting Defendants with notice of any supplemental collections and post-judgment discovery requests, or citation to discovery assets, as authorized by the Federal Rules of Civil Procedure and applicable state law, by email at the email addresses for Defaulting Defendants identified in the exhibits attached to the Declaration of Teng Guangyao, [Docs. 11-5] and any email addresses provided for Defaulting Defendants by third parties, including financial institutions and Third Party Providers.

12. As authorized by Fed.R.Civ.P. 62(a) and because the Court finds that Defendants are likely to attempt to dissipate assets if the automatic stay is not dissolved, Plaintiff may immediately execute upon this Final Judgment Order.

This Court, having determined that there is no just reason for delay, orders that this is a Final Judgment against Defendants.

This __ day of _____, 2024.

Mary M. Rowland
United States District Judge

(Schedule A on the Following Page)

AMENDED SCHEDULE A

No.	Platform	Store name
1	Alibaba	Shenzhen Chenxingying Ttrading Co., Ltd.
2	Alibaba	Yiwu Baishou E-Commerce Co., Ltd.
3	Alibaba	Yiwu Jimeng Daily Consumables Co., Ltd.
4	Aliexpress	7KMOOR Store
5	Aliexpress	Elanuoyy Jewelry Official Store
6	Aliexpress	Fashionable stainless steel jewelry Store
7	Aliexpress	Fashioning Leading NO. First
8	Aliexpress	Lonelysnkheart Store
9	Aliexpress	PolishedPlus Customized Store
10	Aliexpress	XIN JIU NAI YA Store
11	Amazon	Goodies.Inc
12	Amazon	Js.Bon
13	Amazon	LETHAN86
14	Amazon	NTKA US
15	Amazon	SONGCHANG
16	Amazon	VUKHANH86
17	Amazon	YanZi Jewelry
18	Bonanza	Alwayslaku's booth
19	Bonanza	ciprut_elek's booth
20	Bonanza	embeckcollection's booth
21	Bonanza	FerasAlshantti
22	Bonanza	EXCLUDED (DE 49)
23	Bonanza	EXCLUDED (DE 49)
24	Bonanza	jujurmujur's booth
25	Bonanza	pelopelo's booth
26	Bonanza	roadshope's
27	Bonanza	Selalupayu's booth
28	Bonanza	SherryB75's booth

29	Bonanza	taubatnasuha's booth
30	Bonanza	Toko_Amanah's booth
31	Bonanza	Wikwik's booth
32	Bonanza	Yuge Brands
33	Dhgate	cbraceletx
34	Dhgate	daphne608
35	Dhgate	jewelryset Store
36	Dhgate	maskwalmart
37	Dhgate	nxymode
38	Dhgate	nxystyle
39	Dhgate	shuainecklace
40	Dhgate	tmall2012
41	Dhgate	wandou12
42	Dhgate	yan234
43	Dhgate	yanggg002
44	Dhgate	yateslipoff
45	eBay	2m_mixstore
46	eBay	4useller
47	eBay	99_malls
48	eBay	1277bonnie
49	eBay	accatrader
50	eBay	AdventuresShop
52	eBay	alejroq_5
53	eBay	alen_7730
54	eBay	an_192914
55	eBay	angehsie0
56	eBay	aravinda2021
57	eBay	aravinda2021
58	eBay	aurara_store
59	eBay	bigamart_uk
60	eBay	bigstar_super
61	eBay	bjua1499
62	eBay	bl-386324

63	eBay	EXEMPT (DE 42)
64	eBay	bretski1975
65	eBay	buy.point
66	eBay	buyerspath
67	eBay	EXEMPT (DE 49)
68	eBay	EXEMPT (DE 43)
69	eBay	chop-o-holics
70	eBay	chug7250
71	eBay	creativerctoys
72	eBay	cryptoguy91
73	eBay	daher865
74	eBay	dau311
75	eBay	dbass694
76	eBay	dbr7stor
77	eBay	dham65
78	eBay	dimpriya18
79	eBay	Discount Eagle Store
80	eBay	dizon.group
81	eBay	doubeejou
82	eBay	drivin_by_dreams
83	eBay	duerdentl
84	eBay	duggi-4806
85	eBay	elegant-elite
86	eBay	elpar8855
87	eBay	Epice Solutions
88	eBay	flashdeal13
89	eBay	gates40
90	eBay	glsifu_0
91	eBay	good*for*you
92	eBay	gutman99
93	eBay	handyplace
94	eBay	happy**selling
95	eBay	homemaduranga

96	eBay	EXEMPT (DE 41)
97	eBay	ilaytop1
98	eBay	jennystow63
99	eBay	jewelry.home
100	eBay	jewelrywatchesgiftsnew
101	eBay	EXEMPT
102	eBay	jnsmarket2016
103	eBay	karamcoool
104	eBay	kepotch
105	eBay	kooljp
107	eBay	letyg2015
108	eBay	liamsbrands
109	eBay	lt2014-ambra
110	eBay	lxlstech
111	eBay	mandaraexclusive
111	eBay	mandaraexclusive
111	eBay	mandaraexclusive
111	eBay	mandaraexclusive
111	eBay	mandaraexclusive
111	eBay	mandaraexclusive
112	eBay	mdbdeals
113	eBay	miguel_tienda
114	eBay	mudarmin0
116	eBay	EXEMPT (DE 48)
117	eBay	oliapu-37
118	eBay	osakajp
118	eBay	osakajp
119	eBay	pairmysole
120	eBay	perfectshopping1
121	eBay	pillowt4lk
122	eBay	prayingrun
123	eBay	*rightzone4u*
124	eBay	RocketShip

125	eBay	roroauctions
126	eBay	s3ll_81
127	eBay	salam-territory
128	eBay	salbakos
129	eBay	EXEMPT (DE 43)
130	eBay	senansandu
131	eBay	sherrysmarketplace2013
132	eBay	shlommaimo-0
133	eBay	Shopaholics
134	eBay	shopgrw
135	eBay	sleip.jp.nir
136	eBay	smartcountry
137	eBay	so7486
138	eBay	south_downs_trading
139	eBay	store-georgios
140	eBay	terdur-6678
141	eBay	th-8214
143	eBay	the-everything-store99
144	eBay	theluxstore2
145	eBay	townside72
146	eBay	tragr2433
147	eBay	viva.japan
148	eBay	YAMAN STORE
149	eBay	yaman.store
150	eBay	zekserkan
151	Etsy	EXEMPTED (DE 49)
152	individual	empirejadejewelry
153	individual	gearupr
154	individual	EXEMPTED (DE 49)
155	individual	EXEMPTED (DE 49)
156	individual	OCONPOW
157	individual	EXEMPTED (DE 49)

158	individual	EXEMPTED (DE 49)
159	individual	EXEMPTED (DE 49)
160	individual	EXEMPTED (DE 49)
161	individual	studtemp
162	individual	EXEMPTED (DE 49)
163	individual	EXEMPTED (DE 49)
164	opensky	HOD Health & Home
167	Walmart	EXEMPT (DE 47)
168	walmart	Dunmore
169	Walmart	EA Goods
170	Walmart	Profit Click
171	walmart	XchiXchi Tech
172	Wish	11368796 CANADA CORPORATION
173	wish	11755994 CANADA CORP
174	Wish	CJ Technology LLC
175	Wish	douteplalu
176	wish	fangguiji
177	wish	EXEMPT (DE 43)
178	wish	EXEMPT (DE 43)
179	wish	Lorenzos Pizza
180	wish	lufengzhen668
181	wish	mahone1616shop
182	wish	mairian perez
183	wish	MrQiang
184	wish	qitiao
185	wish	rootyou789
186	Wish	SB1B1295
186	Wish	SB1B1295
186	Wish	SB1B1295
187	Wish	smeasheshqv
188	Wish	the amazin' jungle
189	Wish	thetinexmiayd
190	Wish	Tribe Retail

191	wish	Wed movil
192	wish	wind sea-store
193	wish	EXEMPT (DE 43)
194	wish	youjianyu789123
195	wish	zhangsilongb