





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

Yiwu Baimei Electronic Commerce Co., Ltd.,) a Chinese Limited Corporation) Plaintiff,)) v.)) The Partnerships And) Unincorporated Associations) Identified On Schedule "A") Defendants.)	Case: 1:24-cv-01924 Judge: Franklin U. Valderrama Mag. Judge: Sunil R. Harjani
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**DEFAULT JUDGMENT
ORDER**

This action having been commenced by Plaintiff Yiwu Baimei Electronic Commerce Co., Ltd. ("Plaintiff" or "Baimei") against the defendant identified on the Second Amended Schedule A as No. 1, and using the Defendant Domain Name and Online Marketplace Account identified as  Clearance Sale Save 90%  Rellion   on the attached Amended Schedule A (the "Defendant Internet Store"), and Baimei having moved for entry of Default and Default Judgment against this defendant;

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendant, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendant received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendant of the pendency of the action and affording them the opportunity to answer and present their objections; and the Defaulting Defendant having not answered or appeared, and the time for answering having

expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendant because Defaulting Defendant directly targets its business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendant has targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Plaintiff’s federally registered trademarks (“the Baimei Trademarks”) and federally registered copyright (the “Long Tail Cat Image”) to residents of Illinois.


In this case, Plaintiff has presented screenshot evidence [Doc. 9] that Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the Baimei Trademark and and copyright images, which includes screenshot evidence confirming that the Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Baimei Trademark and copyrights. [Doc. 8].

A list of the Baimei Trademarks is included in the below chart.

Registration Number	Registered Trademark	International Classes
5,805,891	The mark consists of a highly stylized and abstract heart-shaped design, positioned on its side, comprised of two overlapping	Class 14

	teardrops with thick border lines and with the lower teardrop containing an interior curved line.	
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The Longtail Cat Image is included below.

Registration Number	Registered Copyright Image
Registration Number VA 2-330-282	

This Court further finds that Defaulting Defendant is liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 et seq.).

Accordingly, this Court orders that Plaintiff’s Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendant is deemed in default, and that this Default Judgment is entered against Defaulting Defendant.

This Court further orders that:

1. Defaulting Defendant, its officers, agents, servants, employees, attorneys, and all

persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

- a. using the Baimei Trademark and Copyright Trademarks 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 Baimei product or not authorized by Baimei to be sold in connection with the Baimei Trademark and Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Baimei product or any other product produced by Baimei, that is not Baimei's or not produced under the authorization, control, or supervision of Baimei and approved by Baimei for sale under the Baimei Trademark and utilizing the Baimei 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 Baimei, or are sponsored by, approved by, or otherwise connected with Baimei; and
 - c. 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 Baimei, nor authorized by Baimei to be sold or offered for sale, and which bear any of Baimei's trademarks, including the Baimei Trademark and Copyrights, or any reproductions, counterfeit copies or colorable imitations.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the

Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order, shall, at Baimei's choosing:

- a. transfer the Defendant Domain Names to Baimei's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Baimei's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Baimei's selection; or
 - b. disable the Defendant Domain Names and make them inactive and untransferable.
3. Defaulting Defendant and any third party with actual notice of this Order who is providing services for the Defaulting Defendant, or in connection with any of the Defaulting Defendant's Online Marketplaces, including, without limitation, any online marketplace platforms including but not limited to Amazon.com, Amazon Pay, DHGate, eBay, etsy, Joom, Lianlian, Paypal, Payoneer, Temu, Walmart, and Wish (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the Baimei Trademark and Copyright; and
 - b. operating and/or hosting websites that are involved with the

distribution, marketing, advertising, offering for sale, or sale of any product bearing the Baimei Trademark and Copyright or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Baimei product or not authorized by Baimei to be sold in connection with the Baimei Trademark and Copyright.

4. Upon Baimei's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendant in connection with the sale of counterfeit and infringing goods using the Baimei Trademark and Copyright.
5. Pursuant to 15 U.S.C. § 1117(c)(2), Baimei is awarded statutory damages from each of the Defaulting Defendant in the amount of two hundred thousand dollars (\$200,000) for willful use of counterfeit Baimei Trademarks and one hundred fifty thousand dollars (\$150,000) for willful infringement pursuant to 17 U.S.C. § 504(c) on products sold through at least the Defendant Internet Stores. This award shall apply to the Defaulting Defendant only once, even if is listed under multiple different aliases in the Complaint and Amended Schedule A.
6. Any Third Party Providers holding funds for Defaulting Defendant, including but not limited to Amazon.com, Amazon Pay, Lianlian, Payoneer, Paypal, and Stripe shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendant or the Defendant Internet Store from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 5 above) or other of Defaulting Defendant's assets.

7. All monies (up to the amount of the statutory damages awarded in Paragraph 5 above) currently restrained in Defaulting Defendant's financial accounts, including monies held by Third Party Providers including but not limited to Amazon.com, Amazon Pay, DHGate, eBay, etsy, Joom, Lianian, Paypal, Payoneer, Stripe, temu, Walmart, Wish are hereby released to Baimei as partial payment of the above-identified damages, and Third Party Providers, including but not limited to Lianlian, PayPal, Payoneer, Stripe and Amazon Pay, are ordered to release to Baimei the amounts from Defaulting Defendant's' financial accounts within fourteen (14) calendar days of receipt of this Order.
8. Until Baimei has recovered full payment of monies owed to it by Defaulting Defendant, Baimei shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
9. In the event that Baimei identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendant, Baimei may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendant by e-mail at the e-mail addresses for Defendant identified in the Amended Schedule A and any e-mail addresses provided for Defaulting Defendant by third parties.
10. Bond may be returned to Michael Stanley & Associates once the preliminary injunction is no longer in effect as to any Defendant.

This is a default judgment.

Dated: June __, 2024

Franklin U. Valderrama
United States District Judge

AMENDED SCHEDULE A

Def. No.	Platform	Store Name	Store Url
1	Amazon	👑 Clearance Sale Save 90% 👑 Rellion 📞📞	https://www.amazon.com/sp?ie=UTF8&seller=A1UD41B3YU29AZ&asin=B0C78DLXBX&ref_=dp_merchant_link