

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

Collectanea J. Limited,)	
a Hong Kong Limited Corporation)	Case: 24-cv-05184
)	
Plaintiff,)	Judge: Sunil R. Harjani
)	
v.)	Mag. Judge: Jeannice W. Appenteng
)	
The Partnerships And)	
Unincorporated Associations)	
Identified On Schedule "A")	
)	
Defendants.)	
_____)	

**DEFAULT JUDGMENT
ORDER**

This action having been commenced by Plaintiff Collectanea J. Limited (“Plaintiff” or “Collectanea”) against the Defendant Nos. 1, 3-7 identified on Schedule A (the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against certain Defendants;

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, 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 the Defaulting Defendants having not answered or appeared, and the time for answering having

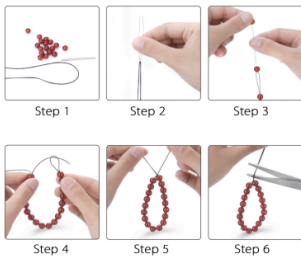
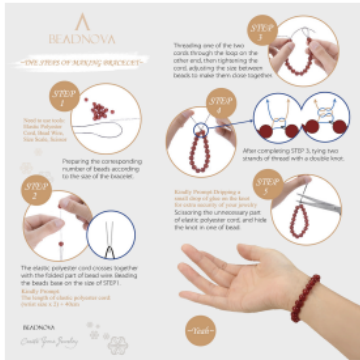
expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly targets its business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have 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 Beadnova Mark") and displaying its federally registered copyrights (the "Beadnova Works") in its listings for sale to residents of Illinois.

In this case, Plaintiff has presented screenshot evidence [Doc. 10-1] that Defendants' e-commerce stores are 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 Beadnova mark, which include screenshot evidence confirming that the Defendants' e-commerce stores stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Beadnova Trademark. [Doc. 9]. Plaintiff has also presented screenshot evidence [Doc. 10-1] that Defendants' e-commerce stores are reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores which display, market, and advertise with the Beadnova Works in their listings for sale.

A list of the Beadnova Trademark and Copyrights is included in the below chart.

Registration Number	Registered Trademark	International Classes
VA 4663497	The mark consists of the wording “BEADNOVA” in stylized font.	Class 14

Registration Number	Registered Copyright Image
Registration Number VA 2-348-112	 <p>Step 1 Step 2 Step 3</p> <p>Step 4 Step 5 Step 6</p> <p><small>* Warm Prompt: The accessories in the pictures are only used for displaying the operation area, not contained in packing.</small></p>
Registration Number VA 2-348-115	 <p>BEADNOVA</p> <p>---Elastic cord--- ---Elastic cord--- ---Elastic cord---</p> <p>STEP 1 Preparing the corresponding number of beads according to the size of the bracelet.</p> <p>STEP 2 Inserting one of the beads into the cord through the hole on the other end, and tightening the cord, adjusting the size for each bead to make them close together.</p> <p>STEP 3 After completing STEP 2, tying two strands of thread with a double knot.</p> <p>STEP 4 Finally, thread the beads onto the cord and adjust the length.</p> <p>STEP 5 Securing the unnecessary part of elastic cord, and then the knot in case of bead.</p> <p>STEP 6 The elastic cord is now ready to wear together with the folded part of cord with the beads base on the side of STEP 1.</p> <p>Warm Prompt: The length of elastic cord is about 1.2m - 1.4m.</p> <p>BEADNOVA Create Your Jewelry</p> <p>---Elastic---</p>



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)), and copyright infringement (17 U.S.C §101 et seq.).

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

This Court further orders that:

1. Defaulting Defendants, 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 Beadnova Trademark 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 Beadnova product or not authorized by Collectanea to be sold in connection with the Beadnova Trademark;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Beadnova product or any other product produced by Beadnova or not produced under the authorization, control, or supervision of Beadnova or approved by Plaintiff for sale under the Beadnova Trademark;
 - c. displaying, marketing or advertising with the Beadnova Works;
 - d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Beadnova, or are sponsored by, approved by, or otherwise connected with Beadnova; 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 Beadnova, nor authorized by Beadnova to be sold or offered for sale, and which bear any of Beadnova's trademarks 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 Plaintiff's choosing:
 - a. transfer the Defendant Domain Names to Plaintiff's control, including unlocking and changing the registrar of record for the Defendants' Domain Names to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Defendants' Domain Names to a registrar of Plaintiff's selection; or
 - b. disable the Defendants' Domain Names and make them inactive and untransferable.
3. Defaulting Defendants and any third party with actual notice of this Order who are providing services for the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms including but not limited to Walmart, Payoneer, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. ("LianLian"), Paypal, Stripe, and PingPong (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 Beadnova Trademark; 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 Beadnova Trademark or any reproductions, counterfeit copies, or colorable imitations thereof that are not genuine Beadnova products or not authorized by Plaintiff to be sold in connection with the Beadnova Trademark

c. operating and/or hosting websites that are involved with the display, marketing and advertising with the Beadnova Works or substantially similar images.

4. Upon Plaintiff'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 Defendants in connection with the sale of counterfeit and infringing goods using the Beadnova Trademark and Copyright.
5. Pursuant to 15 U.S.C. § 1117(c)(2) and 17 U.S.C. § 504(c), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of two hundred thousand dollars (\$200,000) for willful trademark infringement and one hundred fifty thousand dollars (\$150,000) for willful copyright infringement. This award shall apply to the Defaulting Defendants only once, even if a store is listed under multiple different aliases in the Complaint and Schedule A.
6. Any Third Party Providers holding funds for Defaulting Defendants, including but not limited to Walmart, Payoneer, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. ("LianLian"), Paypal, Stripe, and PingPong

(collectively, the “Third Party Providers”) shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants 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 Defendants’ assets.

7. All monies (up to the amount of the statutory damages awarded in Paragraph 5 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers including but not limited to Walmart, Payoneer, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. (“LianLian”), Paypal, Stripe, and PingPong (collectively, the “Third Party Providers”) are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including but not limited to Walmart, Payoneer, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. (“LianLian”), Paypal, Stripe, and PingPong (collectively, the “Third Party Providers”), are ordered to release to Plaintiff the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.
8. Until Plaintiff has recovered full payment of monies owed to it by Defaulting Defendants, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
9. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting

Defendants by e-mail at the e-mail addresses for Defendants identified in Schedule A and any e-mail addresses provided for Defaulting Defendants by third parties.

10. This Order dissolves the stay on execution contained in and as authorized by Fed.R.Civ.P. 62(a).

This is a default judgment.

Dated: September __, 2024

Sunil R. Harjani
United States District Judge

SCHEDULE A

Def. No.	Platform	Store Name	Store URL
1	Walmart	ArcherSkyles, LLC	https://www.walmart.com/seller/101095891?itemId=824056844&pageName=item&returnUrl=%2Fip%2FBEADNOVA-1mm-Bracelet-String-Clear-Craft-Wire-Stretch-String-Cord-for-Jewelry-Making-Beadng-Thread-Elastic-String-Cord-100m%2F824056844
2	Walmart	EXCLUDED	EXCLUDED
3	Walmart	Brahman Supply	https://www.walmart.com/seller/101471594?itemId=215607994&pageName=item&returnUrl=%2Fip%2FBEADNOVA-1mm-Elastic-Stretch-Polyester-Crystal-String-Cord-for-Jewelry-Making-Bracelet-Beadng-Thread-60m-roll-Light-Blue%2F215607994%3Ffrom%3D%2Fsearch
4	Walmart	Deshaiies Distribution LLC	https://www.walmart.com/seller/101254465?itemId=300450224&pageName=item&returnUrl=%2Fip%2FBEADNOVA-0-8mm-Bracelet-String-Clear-Craft-Wire-Stretch-String-Cord-for-Jewelry-Making-Beadng-Thread-Elastic-String-Cord-100m%2F300450224%3Ffrom%3D%2Fsearch
5	Walmart	Macomber Ventures LLC	https://www.walmart.com/seller/101329236?itemId=357364616&pageName=item&returnUrl=%2Fip%2FBEADNOVA-8mm-Blue-Lapis-Lazuli-Gemstone-Round-Loose-Beads-for-Jewelry-Making-45-48pcs%2F357364616%3Ffrom%3D%2Fsearch
6	Walmart	MySakku	https://www.walmart.com/seller/101079433?itemId=5286494935&pageName=item&returnUrl=%2Fip%2FBEADNOVA-Illusion-Cord-1mm-Bracelet-String-Elastic-String-for-Jewelry-Making-200m%2F5286494935%3Ffrom%3D%2Fsearch
7	Walmart	Quality Wholesale LLC	https://www.walmart.com/seller/101421419?itemId=386325627&pageName=item&returnUrl=%2Fip%2FBEADNOVA-Black-Onyx-Agate-Beads-Natural-Crystal-Stone-Gemstone-Round-Loose-Energy-Healing-Free-Stretch-Cord-Jewelry-Making-10mm-38-40pcs%2F386325627%3Ffrom%3D%2Fsearch
8	Walmart	EXCLUDED	EXCLUDED

