

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

**Yiwu Baimei Electronic Commerce Co., Ltd.,**

Plaintiff,

v.

**The Partnerships And Unincorporated Associations  
Identified On Schedule "A",**

Defendants.

Case No. 24-cv-08280

**Judge Thomas M. Durkin**

**Magistrate Judge Jeffrey T. Gilbert**

**DEFAULT JUDGMENT ORDER**

This action having been commenced by Plaintiff Yiwu Baimei Electronic Commerce Co., Ltd. ("BAIMEI") against the defendants identified on Schedule A (D.E. 30) as Numbers 1-6, and using the Defendant Domain Names and Online Marketplace Accounts identified on Schedule A (collectively, the "Defendant Internet Stores"), and BAIMEI having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, "Defaulting Defendants");

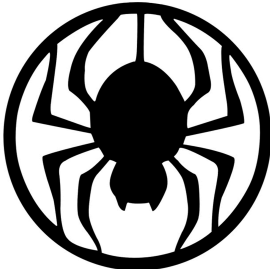


This Court having entered a preliminary injunction; BAIMEI having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment 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

None of the Defaulting Defendants having answered or appeared in any way, 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 target their business activities toward consumers in the United States, including Illinois. Specifically, BAIMEI has provided a basis to conclude that Defaulting Defendants have upon information and belief 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 upon information and belief have sold products utilizing BAIMEI’s federally registered copyrights (the “BAIMEI Copyrights”) to residents of Illinois. [In this case, BAIMEI has presented screenshot evidence that each 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 infringing versions of the BAIMEI. *See* Docket No. [9], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its goods to customers in Illinois utilizing infringing versions of the BAIMEI Copyrights.]

A list of the BAIMEI Copyrights is included in the below chart.

<b>Registration Number</b>	<b>Registered Trademark</b>
VA 2-270-357	<b>Hollow Halloween Design Spider AE2127</b>

	
VA 2-270-532	<p>Hollow Halloween Design Ghost Hand AE2129</p> 
VA 2-270-545	<p>Hollow Halloween Design Pumpkin AE2168</p> 
VA 2-270-547	<p>Hollow Halloween Design Spider AE2197</p> 
VA 2-270-546	<p>Hollow Halloween Design Moon Bat AE2209</p>

	
VA 2-265-759	Hollow Halloween Design Skull AE2210 

This Court further finds that Defaulting Defendants are liable for willful federal copyright infringement (17 U.S.C. § 101).

Accordingly, this Court orders that BAIMEI'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, their 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 Copyrights or any reproductions, 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 authorized by BAIMEI to be sold utilizing the BAIMEI Copyrights;

- b. committing any acts calculated to cause consumers to believe that Defaulting Defendants' display of the BAIMEI Copyrights offered in their listings for sale or on their products are 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 utilizing the BAIMEI Copyrights which are not manufactured by or for BAIMEI, nor authorized by BAIMEI to be displayed, sold or offered for sale, and which bear any of BAIMEI's copyrights, including the BAIMEI Copyrights, or any reproductions or colorable imitations.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliac 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 Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. ("LianLian") Paypal, Ping Pong, Stripe(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 display and offer for sale goods using the BAIMEI Copyrights; and
  - b. operating and/or hosting websites that are involved with the display, distribution, marketing, advertising, offering for sale, or sale of any product utilizing the BAIMEI Copyrights or any reproductions, or colorable imitations thereof that is not authorized by BAIMEI .
4. Upon BAIMEI's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, 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 utilizing the BAIMEI Copyrights.
5. Pursuant to 17 U.S.C. §501 and 17 U.S.C. § 504(c)(2), BAIMEI is awarded statutory damages from each of the Defaulting Defendants in the amount of \$150,000 for willful use of the BAIMEI Copyrights through at least the Defendant Internet Stores. This

award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

6. Any Third Party Providers holding funds for Defaulting Defendants, including eBay Inc., PayPal, Inc. (“PayPal”), LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. (“LianLian”), Ping Pong, and Stripe, 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 Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 6 above) or other of Defaulting Defendants’ assets.
7. All monies (up to the amount of the statutory damages awarded in Paragraph 6 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as eBay Inc., PayPal, Inc. (“PayPal”), LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. (“LianLian”), Ping Pong, and Stripe, are hereby released to BAIMEI as partial payment of the above-identified damages, and Third Party Providers, including eBay Inc., PayPal, Inc. (“PayPal”), LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. (“LianLian”), Ping Pong, and Stripe, are ordered to release to BAIMEI the amounts from Defaulting Defendants’ 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 any 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 Defendants, BAIMEI may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in the Amended Schedule A [D.E. 30] and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The \$8,000 dollar (\$8,000) cash bond posted by BAIMEI is hereby released MICHAEL STANLEY AND ASSOCIATES PC, counsel for BAIMEI. The Clerk of the Court is directed to return the cash bond previously deposited with the Clerk of the Court to “MICHAEL STANLEY AND ASSOCIATES PC”..

This is a Default Judgment.

Dated:

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Thomas M. Durkin  
United States District Judge

## SCHEDULE A

<b>Def. No.</b>	<b>Platform</b>	<b>Store Name</b>	<b>Store Link</b>
1	eBay	huihui86_7	<a href="https://www.ebay.com/usr/huihui86_7?_trksid=p2047675.m3561.l2559">https://www.ebay.com/usr/huihui86_7?_trksid=p2047675.m3561.l2559</a>
2	eBay	kaidi55	<a href="https://www.ebay.com/usr/kaidi55?_trksid=p2047675.m3561.l2559">https://www.ebay.com/usr/kaidi55?_trksid=p2047675.m3561.l2559</a>
3	eBay	luckyseller-01	<a href="https://www.ebay.com/str/luckyseller01">https://www.ebay.com/str/luckyseller01</a>
4	eBay	m55_77	<a href="https://www.ebay.com/str/m557788">https://www.ebay.com/str/m557788</a>
5	eBay	maiya666	<a href="https://www.ebay.com/usr/maiya666?_trksid=p2047675.m3561.l2559">https://www.ebay.com/usr/maiya666?_trksid=p2047675.m3561.l2559</a>
6	eBay	miaomiao5202016-5	<a href="https://www.ebay.com/usr/miaomiao5202016-5?_trksid=p2047675.m3561.l2559">https://www.ebay.com/usr/miaomiao5202016-5?_trksid=p2047675.m3561.l2559</a>