

**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-10882

Hon. LaShonda A. Hunt

Magistrate Judge M. David Weisman

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Yiwu Baimei Electronic Commerce Co., Ltd. ("BAIMEI") against the defendants identified on Schedule A, 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");

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 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, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and upon information and belief have sold products utilizing versions of 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 versions of the BAIMEI Copyrights. *See* Docket No. [8-3], 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 the BAIMEI Copyrights.]

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

Registration Number	Registered Copyright
VA 2-270-357	Hollow Halloween Design Spider AE2127

	
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, substantially similar images, 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 in connection with the BAIMEI;
- b. passing off, inducing, or enabling others to sell or pass off any product 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 Copyrights;
 - c. 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
 - d. 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 copyrights, including the BAIMEI copyrights, or any reproductions, substantially similar images 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 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 Walmart, Payoneer, Paypal, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. ("LianLian"), Ping Pong, and 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 sell goods using the BAIMEI Copyrights; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product utilizing the BAIMEI Copyrights or any reproductions, substantially similar images or colorable imitations thereof that is not authorized by BAIMEI to be sold in connection with the BAIMEI Copyrights.
 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 Defendants in connection with the sale of goods using 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 \$150,000.00 for willful use of Copyrights on products sold 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 Walmart, Payoneer, 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 5 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third-Party Providers such as PayPal, Payoneer , 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 PayPal, Payoneer, 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 Exhibit [8-2] to the Declaration of JUN WU and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The Clerk is directed to close this case.

This is a Default Judgment.

Dated:

ENTERED:

LaShonda A. Hunt
United States District Judge

SCHEDULE A

No.	Platform	Store Name	Store URL
1	Walmart	7YH7DL	https://www.walmart.com/seller/101657099?itemId=8987969928&pageName=item&returnUrl=%2Fip%2FScary-Pumpkin-Witch-Cat-Round-Acrylic-Earrings-Gift-For-The-Day%2F8987969928
2	Walmart	AaSFJEG	https://www.walmart.com/seller/101576708?itemId=6232317388&pageName=item&returnUrl=%2Fip%2FAaSFJEG-Earrings-Birthday-Gifts-for-Women-Scary-Pumpkin-Witch-Cat-Round-Acrylic-Earrings-Gift-for-The-Day-2Pcs%2F6232317388%3Ffrom%3D%2Fsearch
3	Walmart	abgabea	https://www.walmart.com/seller/101468512?itemId=1077084571&pageName=item&returnUrl=%2Fip%2F1Pair-Exaggerated-Halloween-Jewelry-Decor-Acrylic-Occident-Style-Dangler-Black%2F1077084571%3Fathbdg%3DL1700%26from%3D%2Fsearch