

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

Chung Ting Yu,

Plaintiff,

v.

The Partnerships And Unincorporated Associations
Identified On Schedule “A”,

Defendants.

Case No. 24-cv-8146

Judge Thomas M. Durkin

Magistrate Judge Maria Valdez

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Chung Ting Yu (“Yu”) against the defendants identified on the Amended Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified on the Amended Schedule A (collectively, the “Defendant Internet Stores”), and Yu having moved for entry of Default and Default Judgment against the defendants identified on Amended Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

Yu 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, Yu 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 Yu's federally registered trademark (the "Yu Trademark") to residents of Illinois. [In this case, Yu 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 counterfeit versions of the Yu Trademark. *See* Docket No. [9], which includes screenshot evidence confirming that each 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 Yu Trademark.]

The Yu Trademark is included in the below chart.

Registration Number	Registered Trademark	International Classes
5,581,294	JEWELRIESHOP	Class 14, 35

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 violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

Accordingly, this Court orders that Yu'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 Yu 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 Yu product or not authorized by Yu to be sold in connection with the Yu Trademark;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Yu product or any other product produced by Yu, that is not Yu's or not produced under the authorization, control, or supervision of Yu and approved by Yu for sale under the Yu Trademark;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Yu, or are sponsored by, approved by, or otherwise connected with Yu; 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 Yu, nor authorized by Yu to be sold

or offered for sale, and which bear any of Yu's Trademark, including the Yu Trademark, or any reproductions, counterfeit copies or colorable imitations.

2. 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 Amazon.com, Paypal, Payoneer, Paypal, PingPong, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. ("LianLian"), 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 counterfeit and infringing goods using the Yu 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 Yu Trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Yu product or not authorized by Yu to be sold in connection with the Yu Trademark.

3. Upon Yu's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, 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 Yu Trademark.

4. Pursuant to 15 U.S.C. § 1117(c)(2), Yu is awarded statutory damages from each of the Defaulting Defendants in the amount of \$2,000,000.00 for willful use of counterfeit Yu Trademark 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.

5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), Payoneer, PingPong, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. (“LianLian”), 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 4 above) or other of Defaulting Defendants’ assets.

6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, Payoneer, PingPong, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. (“LianLian”), and Stripe, are hereby released to Yu as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Payoneer, PingPong, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. (“LianLian”), and Stripe, are ordered to release to Yu the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.

7. Until Yu has recovered full payment of monies owed to it by any Defaulting Defendant, Yu shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.

8. In the event that Yu identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Yu 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 [9-1] to the Declaration of Chung Ting Yu and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The Clerk is directed to close this case.

This is a Default Judgment.

Dated:

Thomas M. Durkin
United States District Judge

Amended Schedule A

Def. No.	Platform	Store Name	Store URL
1	Amazon	AMVZA	https://www.amazon.com/sp?ie=UTF8&seller=ABTS1SM0IS3NM&asin=B00HJKF7O8&ref_=dp_merchant_link&isAmazonFulfilled=1
2	Amazon	AnnmxxyAAImee	https://www.amazon.com/sp?ie=UTF8&seller=A1VRQM1RJL3R2K&asin=B00KG410J0&ref_=dp_merchant_link&isAmazonFulfilled=1
3	Amazon	BAIJIE1	https://www.amazon.com/sp?ie=UTF8&seller=A39B53K3DOOTO1&asin=B00HJKF6MQ&ref_=dp_merchant_link&isAmazonFulfilled=1
4	Amazon	CCFBH-US	https://www.amazon.com/sp?ie=UTF8&seller=AJO U0YKGP7RN7&asin=B014H8YSOY&ref_=dp_merchant_link&isAmazonFulfilled=1
5	Amazon	CFQWFQQ	https://www.amazon.com/sp?ie=UTF8&seller=A3CJGXPGEZEGFO3&asin=B00KG410J0&ref_=dp_merchant_link&isAmazonFulfilled=1
6	Amazon	chenwei123123	https://www.amazon.com/sp?ie=UTF8&seller=A5G9OJZ8QRV2I&asin=B01LZNL3QH&ref_=dp_merchant_link&isAmazonFulfilled=1