

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

| | | |
|--|---|---------------------------|
| Yiwu Baimei Electronic Commerce Co., Ltd., |) | |
| a Chinese Limited Corporation |) | Case: 24-cv-08704 |
| |) | |
| Plaintiff, |) | Judge: Lindsay C. Jenkins |
| |) | |
| v. |) | Mag. Judge: Beth W. Jantz |
| |) | |
| The Partnerships And |) | |
| Unincorporated Associations |) | |
| Identified On Schedule "A" |) | |
| |) | |
| Defendants. |) | |

AMENDED DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Yiwu Baimei Electronic Commerce Co., Ltd. ("Baimei" or "Plaintiff") against the Defendants using the Defendant Domain Names and Online Marketplace Accounts identified on the Second Amended Schedule A attached hereto (collectively, the "Defendant Internet Stores"), this Court having previously entered a Default Judgment Order (D.E. 121); and Baimei having moved for entry of Default under Fed.R.Civ.P. 55(a) and Default Judgment under Fed.R.Civ.P. 55(b) against the Defendants (No. 112) JANBONS, (No. 122) JOESONY ("JANBONS Defendants" hereinafter) and Defendants (No. 58) Diyan-MY, (No. 84) GUI-L, (No. 210) SpideR, (No. 255) yangjingpikee ("Diyan-MY Defendants" hereinafter) who have not yet been dismissed from this case (collectively, "Defaulting Defendants"), this Court amends the Default Judgment Order (D.E. 121) to include Defaulting Defendants upon the findings that;



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 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, 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 upon information and belief have sold products using infringing versions of Plaintiff's federally registered copyrights (the "Hollow Halloween Works") to residents of Illinois.

In this case, Plaintiff has presented screenshot evidence [Doc. 10-2 through 10-13] that each Defaulting 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 upon information and belief do purchase products using infringing versions of the copyright images, which includes screenshot evidence confirming that each Defaulting Defendant e-commerce store does stand ready, willing and able to ship its products sold utilizing the Hollow Halloween Works to customers in Illinois.

Samples of the Hollow Halloween Works are presented below.

| Registration Number | Registered Copyright Image samples |
|--------------------------------------|--|
| Registration Number VA 2- 270-357 |  |
| Registration Number VA 2-270-532 |  |

Registration Number
VA 2-270-548



Registration Number
VA 2-270-545



Registration Number
VA 2-270-544



Registration Number
VA 2-270-547



Registration Number
VA 2-270-546



Registration Number
VA 2-265-759



This Court further finds that Defaulting Defendants are liable for 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, 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 or displaying the Hollow Halloween Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the marketing, advertising, offering for sale, or sale of any product that is not authorized by Plaintiff;

b. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; 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 authorized by Baimei to be sold or offered for sale utilizing the Hollow Halloween Works, or any reproductions, infringing 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 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 the Defaulting Defendants' Online Marketplace, including, without limitation, any online marketplace platforms including but not limited to Amazon, Joom, 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 display, advertise, and offer for sale utilizing the Hollow Halloween 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 Hollow Halloween Works or any reproductions, infringing copies or colorable imitations thereof that is not authorized by Plaintiff.

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 infringing goods using the Hollow Halloween Works.

5. Plaintiff may serve notice of this Order electronically by e-mail to the e-commerce platform and third-party payment processors, including but not limited to Amazon, Joom, Paypal, PingPong, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. ("LianLian"), and Stripe.

6. Pursuant to 17 U.S.C. §504(c)(2), Baimei is awarded statutory damages from each of the Defaulting Defendants in the amount of 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 each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and the Second Amended Schedule A.

7. Any Third Party Providers holding funds for Defaulting Defendants, including but not limited to Amazon, Joom, Paypal, 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 6 above) or other of Defaulting Defendants' assets.

8. 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 including but not limited to Amazon, Joom, Paypal, PingPong, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. ("LianLian"), and Stripe are hereby released to Baimei as partial payment of the above-identified damages, and Third Party Providers, including but not limited to Amazon, Joom, Paypal, PingPong, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. ("LianLian"), 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.

9. 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.

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

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

12. The Default Judgment Order (D.E. 121) otherwise remains in full force and effect.

This is a default judgment.

Dated: July __, 2025.

Lindsay C. Jenkins
United States District Judge