

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

YIWU BAIMEI ELECTRONIC COMMERCE
CO., LTD.,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A,"

Defendants.

Case No. 25-cv-09810

Judge Jorge L. Alonso

Magistrate Judge Gabriel A. Fuentes

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Yiwu Baimei Electronic Commerce Co., Ltd. ("Plaintiff") against the Defendants identified on the attached Schedule A (the "Defendant Internet Stores"), and Plaintiff having moved for entry of Default and Default Judgment against Certain 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; 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, 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 and offer shipping to the United States using infringing and counterfeit versions of Plaintiff's federally registered trademark ("Plaintiff's Trademark") and/or displaying its federally registered copyrights ("Plaintiff's Copyrighted Work") in its listings for sale to residents of Illinois. In this case, Plaintiff has presented screenshot evidence 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 infringing versions of Plaintiff's Copyrighted Work and/or counterfeit versions of Plaintiff's Trademark which include screenshot evidence confirming that the Defendants' e-commerce stores stand ready, willing and able to ship its goods to customers in Illinois bearing infringing and/or counterfeit versions of the Plaintiff's Trademark. [Doc. 10]. Plaintiff has also presented screenshot evidence 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 Plaintiff's Copyrighted Work in their listings for sale and/or offering counterfeit Plaintiff products for sale. [Doc. 10].

Lists of the Plaintiff's Trademark and Plaintiff's Copyrighted Work are included in the below charts.

Registration Number	Registered Trademark	International Classes
5,805,891		Class 14

Registration Number	Registered Copyright Image
VA 2-330-282	

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)), violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 et seq.), and copyright infringement (17 U.S.C §101 et seq.) consistent with the Complaint.

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 Plaintiff's 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 Plaintiff product or not authorized by Plaintiff to be sold in connection with the Plaintiff's Trademark;
 - b. reproducing, distributing copies of, making derivative works of, or publicly displaying Plaintiff's Copyrighted Work in any manner without the express authorization of Plaintiff;
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other product produced by Plaintiff or not produced under the authorization, control, or supervision of Plaintiff or approved by Plaintiff for sale under Plaintiff's Trademark and/or Plaintiff's Copyrighted Work;
 - d. 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;
 - e. further infringing Plaintiff's Trademark and/or Plaintiff's Copyrighted Work and damaging Plaintiff's goodwill; and

- f. 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's Trademark or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear Plaintiff's Copyrighted Work.
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 Plaintiff's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff'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 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 Aliexpress, Amazon, Shein, 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 Plaintiff’s Trademark and/or Plaintiff’s Copyrighted Work;
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff’s Trademark and/or Plaintiff’s Copyrighted Work or any reproductions, counterfeit copies, or colorable imitations thereof that are not genuine Plaintiff products or not authorized by Plaintiff to be sold in connection with Plaintiff’s Trademark and/or Plaintiff’s Copyrighted Work; and
4. Upon Plaintiff’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 using Plaintiff’s Trademark and/or display of Plaintiff’s Copyrighted Works.
 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 million dollars (\$2,000,000) for willful use of counterfeit Plaintiff’s Trademark 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 Amended Schedule A.

6. Any Third Party Providers holding funds for Defaulting Defendants, including but not limited to Aliexpress, Amazon, Shein, Walmart, Payoneer, LianLian, Paypal, Stripe, and PingPong 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 4 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 Aliexpress, Amazon, Shein, Walmart, Payoneer, LianLian, Paypal, Stripe, and PingPong are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including but not limited to Aliexpress, Amazon, Shein, Walmart, Payoneer, LianLian, Paypal, Stripe, and PingPong, 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 the Amended Schedule A and any e-mail addresses provided for Defaulting Defendants by third parties.

10. To obtain release of the bond previously posted in this action, Plaintiff's counsel must file a motion for the return of the bond once the preliminary injunction no longer applies to any Defendant

This is a Default Judgment.

Dated:

Jorge L. Alonso
United States District Judge

[Schedule A on Following Page]

SCHEDULE A

Def. No.	Platform	Store Name	Store URL
1	Aliexpress	Big Girl World Store	https://www.aliexpress.com/store/1101283182?spm=a2g0o.detail.0.0.6613iWqhiWqhIg
2	Aliexpress	Boyfriend Store	https://www.aliexpress.com/store/1101277081?spm=a2g0o.detail.0.0.2f03WyRIWyRlyB
3	Aliexpress	Corner met Store	https://www.aliexpress.com/store/1101278885?spm=a2g0o.detail.0.0.751bII8RII8RXo
4	Aliexpress	DISINIYA Official Store	https://www.aliexpress.com/store/1101329353?spm=a2g0o.detail.0.0.6dcdWrNXWrNX7B
5	Aliexpress	Dovey Fashion Jewelry Store	https://www.aliexpress.com/store/1102016588?spm=a2g0o.detail.0.0.517cjHsqjHsqrb
6	Aliexpress	Female Decor Store	https://www.aliexpress.com/store/1101268942?spm=a2g0o.detail.0.0.5d23qrD0qrD0XP
7	Aliexpress	girlfriend Store	https://www.aliexpress.com/store/1101275385?spm=a2g0o.detail.0.0.5fdajPMxjPMxWg
8	Aliexpress	Jewellery Store	https://www.aliexpress.com/store/1101266973?spm=a2g0o.detail.0.0.1fe6qha2qha2XI
9	Aliexpress	JJewelry Store	https://www.aliexpress.com/store/1101459315?spm=a2g0o.detail.0.0.b44dIt3VIt3VLO
10	Aliexpress	JYKKXXLLD Store	https://www.aliexpress.com/store/1104062419?spm=a2g0o.detail.0.0.29f2cMy9cMy9yX&_gl=1*1wiwk*_*gcl_au*MTQ0NTA5NzczMC4xNzIxMzc2MzE4*_ga*MTk4OTcwNjIzMC4xNjU3MDgyMTcz*_ga_VED1YSGNC7*MTcyNjYzNjkwMC4xMDU1LjEuMTcyNjYzODU2Ni42MC4wLjA
11	Aliexpress	M&G Ornament Store	https://www.aliexpress.com/store/1103846976?spm=a2g0o.detail.0.0.23ceZvRTZvRTpr

12	Aliexpress	QIUWU Clothes Store	https://www.aliexpress.com/store/1101270304?spm=a2g0o.detail.0.0.6b81rdvcrdvciv
13	Aliexpress	QrhYK Jewelry Store	https://www.aliexpress.com/store/1103452048?spm=a2g0o.detail.0.0.215dA1nWA1nW4b&sortType=bestmatch_sort
14	Aliexpress	Shop1103885908 Store	https://www.aliexpress.com/store/1103876932?spm=a2g0o.detail.0.0.1f460Boi0BoiLI
15	Aliexpress	Shop1103936061 Store	https://www.aliexpress.com/store/1103950025?spm=a2g0o.detail.0.0.7a75VygVVygVBS
16	Aliexpress	Toyyy Store	https://www.aliexpress.com/store/1101284254?spm=a2g0o.detail.0.0.3a99ixV6ixV67e
17	Amazon	binzhougaoxinquzhongqiu baihuodian	https://www.amazon.com/sp?ie=UTF8&seller=A2CFDOBZGFVZQX&asin=B0CM1YMKLW&ref_=dp_merchant_link
20	Amazon	eimy store	https://www.amazon.com/sp?ie=UTF8&seller=AKAG3FR757XNG&asin=B0CM23BQTX&ref_=dp_merchant_link
22	Amazon	Quocquanstore	https://www.amazon.com/sp?ie=UTF8&seller=A3EOX5AQQBUF7M&asin=B0DBDN645N&ref_=dp_merchant_link
23	Amazon	yiwushiwenjiemaoyiyouxian gongsi	https://www.amazon.com/sp?ie=UTF8&seller=A2AJXKJ21VPS9&asin=B0CBTF3JDV&ref_=dp_merchant_link
24	Individual	cats-lover	https://cats-lover.com/
25	Individual	superkittycats	https://superkittycats.com/
26	Shein	Elegance Interiors	https://us.shein.com/store/home?store_code=5089011912&ici=PageGoodsDetail&main_cate_id=1757&main_goods_id=132929796&rule_poskey=DetailShopItemList&src_identifier=on%3Dstore%60cn%3DElegance%20Interiors%60hz%3D0%60ps%3D1_1%60jc%3DthirdPartyStoreHome_5089011912&src_module=DetailBrand&src_tab_page_id=page_goods_detail1753687499690&tab=items
27	Shein	QIWSHIYE Jewelry &	https://us.shein.com/

		Watches	
28	Walmart	AaSFJEG	https://www.walmart.com/seller/101576708?itemId=5879580787&pageName=item&returnUrl=%2Fip%2FAaSFJEG-Earrings-Dangle-Memorial-Day-Cute-Cat-Earrings-for-Women-Fashion-Exquisite-Light-Earrings-3Pcs%2F5879580787%3Ffrom%3D%2Fsearch
29	Walmart	DYWADE	https://www.walmart.com/seller/101637447?itemId=6905060033&pageName=item&returnUrl=%2Fip%2FDYWADE-Jewelry-Cute-Cat-Earrings-for-Women-Fashion-Exquisite-Light-Earrings-2Pcs%2F6905060033%3Ffrom%3D%2Fsearch
30	Walmart	Huizhoushiyangyikejiyouxiangongsi	https://www.walmart.com/seller/101681860?itemId=1365913541&pageName=item&returnUrl=%2Fip%2FAufmer-Jewelry-Holiday-Deals-Shining-Person-in-the-Audience-with-a-Colorful-Earrings%2F1365913541%3Ffrom%3D%2Fsearch
31	Walmart	JiaGAJewelry	https://www.walmart.com/global/seller/102845865
33	Walmart	shenzhenshijiaiqijiajuyongpinyouxiangongsi	https://www.walmart.com/seller/101185001?itemId=1257551787&pageName=item
35	Walmart	WalGRHFR	https://www.walmart.com/seller/101633511?itemId=5892044125&pageName=item&returnUrl=%2Fip%2FWalGRHFR-Birthday-Gifts-for-Women-Earrings-Hoops-Cute-Cat-Earrings-for-Women-Fashion-Exquisite-Light-Earrings-2Pcs%2F5892044125%3Ffrom%3D%2Fsearch

36	Walmart	XuJinn	https://www.walmart.com/seller/101606346?itemId=5381687990&pageName=item&returnUrl=%2Fip%2FSilver-Dangle-Earrings-Cute-Cat-Earrings-for-Women-Fashion-Exquisite-Light-Luxury-Earrings-Drop-Earrings-Purple-1-Size%2F5381687990%3Ffrom%3D%2Fsearch
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