

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

JUANREN WU,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A,”

Defendants.

Case No. 26-cv-03215

Judge Jorge L. Alonso

Magistrate Judge Heather K. McShain

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Juanren Wu (“Plaintiff”) against the Defendants identified on the Schedule A hereto (the “Defaulting Defendants”), as identified on the Amended Schedule A to the Amended Complaint, and using the Defendant Domain Name and Online Marketplace Account identified on the Amended Schedule A to the Amended Complaint (the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the Defaulting Defendants;

Plaintiff having properly completed service of process on the Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that the Defaulting Defendants received from domain registrars and payment processors, being notice reasonably calculated under all circumstances to appraise the Defaulting Defendants of the pendency of this action and affording them the opportunity to answer and present their objections; and

The Defaulting Defendants not 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 the Defaulting Defendants because the Defaulting Defendants directly target their business activities towards consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that the Defaulting Defendants have affirmatively targeted sales to Illinois residents by setting up and operating an e-commerce store that targets United States consumers using one or more seller alias, affirmatively offers shipping to the United States, including Illinois, and affirmatively offers to sell products using infringing and derivative versions of Plaintiff's federally registered design patent US-D1,049,230-S (the "Paint Pen Patent") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that the Defaulting Defendants e-commerce stores are affirmatively reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using infringing versions of the Paint Pen Patent. *See* Docket No. [11], which includes screenshot evidence confirming that the Defaulting Defendants' e-commerce stores do stand ready, willing, and able to sell and ship their infringing goods to customers in Illinois utilizing infringing versions of the Paint Pen Patent.

A list of Plaintiff's patent(s) is included in the below chart.

Patent Number	Title	Date of Patent
US D1,049,230-S	PAINTING PEN TIP	October 29, 2024

This Court further finds that the Defaulting Defendants are liable for willful federal patent infringement arising under 35 U.S.C. §§ 271, 281, and 284-85.

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that the Defaulting Defendants are deemed in default, and that this Default Judgment is entered against the Defaulting Defendants.

This Court further orders that:

1. The 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 Paint Pen Patent or any reproductions, infringing copies, or colorable imitations in any manner in connection with the making, using, selling, offering for sale, or importing into the United States for subsequent sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Paint Pen Patent;
 - b. 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, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Paint Pen Patent;
 - c. committing any acts calculated to cause consumers to believe that the 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
 - 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which incorporate the Paint Pen Patent or any reproductions, infringing copies or colorable imitations thereof.

2. The Defaulting Defendants and any third party with actual notice of this Order who is providing services for the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon, Payoneer, LianLian Global, LL Pay U.S., LLC, and Lianlian Yintong Electronic Payment Co. Ltd. ("LianLian"), Paypal, AirWallex, 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 Paint Pen Patent; 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 Paint Pen Patented Design or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Paint Pen Patent.
3. Upon Plaintiff'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 counterfeit and infringing goods using the Paint Pen Patent.

4. Pursuant to 35 U.S.C. § 289, Plaintiff is awarded profits from the Defaulting Defendants for the sale of the Infringing Product sold through at least the Defaulting Defendants' Seller Aliases according to the below chart:

Def. No.	Platform	Seller Name	Award
1	Amazon	Rockyee	\$839.26
4	Amazon	BENOSPACE-US	\$2,398.76
5	Amazon	BetterUS	\$1,433.93
6	Amazon	Big White	\$526.09
7	Amazon	BLINGWIN	\$23,028.29
8	Amazon	C'eitura store US	\$523.81
9	Amazon	Douyi E-Commerce	\$250.00
10	Amazon	EAIDA USA	\$396.31
11	Amazon	enenfrane	\$451.46
17	Amazon	Guang Yun Gongsi	733.81

5. Any Third Party Providers holding funds for the Defaulting Defendants, including Amazon, Payoneer, LianLian, Paypal, AirWallex, Stripe, and PingPong, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to the Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the amount of the damages awarded in Paragraph 4 above) or other of the Defaulting Defendants' assets.

6. All monies (up to the amount of the damages awarded in Paragraph 4 above) currently contained in the Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, Payoneer, LianLian, Paypal, Amazon Pay, AirWallex, Stripe, and PingPong, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including Amazon, Payoneer, LianLian, Paypal, Amazon Pay, AirWallex, Stripe, and PingPong, are ordered to release to Plaintiff the amounts from the Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. 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 identified in Exhibit 3 to the Declaration of Juanren Wu and any e-mail addresses provided for Defaulting Defendants by third parties.

This is a Default Judgment.

Dated:

Jorge L. Alonso
United States District Judge

SCHEDULE A

Defendant No.	Platform	Store Name	Store Url
1	Amazon	Rockyee	https://www.amazon.com/sp?ie=UTF8&seller=A392O8C3ZW35FR&asin=B0DLWS7NB3&ref_=dp_merchant_link
4	Amazon	BENOSPACE-US	https://www.amazon.com/sp?ie=UTF8&seller=A159K0WVJUMHJE&asin=B09BYWCDNQ&ref_=dp_merchant_link&isAmazonFulfilled=1
5	Amazon	BetterUS	https://www.amazon.com/sp?ie=UTF8&seller=A2K8UYQ90IRU55&asin=B09G2N5YYS&ref_=dp_merchant_link
6	Amazon	Big White	https://www.amazon.com/sp?ie=UTF8&seller=AWFH9HXNI869T&asin=B0FF9W17SM&ref_=dp_merchant_link&isAmazonFulfilled=1
7	Amazon	BLINGWIN	https://www.amazon.com/sp?ie=UTF8&seller=A5AM36HZ4UYRS&asin=B0BS29C946&ref_=dp_merchant_link&isAmazonFulfilled=1
8	Amazon	C'eitura store US	https://www.amazon.com/sp?ie=UTF8&seller=A2R9AYXFUC6XFL&asin=B0FNWSJM75&ref_=dp_merchant_link
9	Amazon	Douyi E-Commerce	https://www.amazon.com/sp?ie=UTF8&seller=A5U3BJYOLPEFX&asin=B0FT5WKLSN&ref_=dp_merchant_link
10	Amazon	EAIDA USA	https://www.amazon.com/sp?ie=UTF8&seller=A6T5CNXQTKMQK&asin=B0CCXL36SG&ref_=dp_merchant_link&isAmazonFulfilled=1
11	Amazon	enenfrane	https://www.amazon.com/sp?ie=UTF8&seller=A2K0ALCW9LJ12N&asin=B0C1NSGWTP&ref_=dp_merchant_link
17	Amazon	GuangYun Gongsi	https://www.amazon.com/sp?ie=UTF8&seller=A1EBA5ESVBLF4L&asin=B0DGXF1BL7&ref_=dp_merchant_link