

UNITED STATES DISTRICT COURT

NORTHER DISTRICT OF ILLINOIS, EASTERN DIVISION

<p>JOURNALINESH, INC., a Colorado Corporation,</p> <p>Plaintiff,</p> <p>V.</p> <p>THE PARTNERSHIPS and UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE “A” a Foreign Entity</p> <p>Defendants</p>	<p>Case No.: <b>1:22-cv-03740</b></p> <p><b>Hon. Matthew F. Kennelly</b></p>
--	--

**MEMORANDUM IN SUPPORT OF PLAINTIFF’S MOTION FOR ENTRY OF  
DEFAULT AND DEFAULT JUDGMENT**

Pursuant to Federal Rule of Civil Procedure 55, Plaintiff Journalinesh, Inc. (“Plaintiff”) submits the following memorandum in support of its Motion for Entry of Default and Default Judgment under against the defendants identified on Schedule A attached hereto as Exhibit 1.<sup>1</sup> (collectively, the “Defaulting Defendants”) based on Plaintiff’s action for trade dress and copyright infringement.

**STATEMENT OF FACTS**

Plaintiff is an assignee of a prominent designer and manufacturer of diaries, academic planners and calendars distributed throughout the U.S. and the world. Plaintiff consistently is ranked as top seller on online ecommerce platforms. *See* Declaration of Min Li ¶ 2 [22]. Since 2020, Plaintiff’s assignor has continuously used the turquoise color in its academic planners applied

---

<sup>1</sup> “Defaulting Defendants” as used herein includes all Defendants listed on the updated Schedule A attached as Exhibit 1 that have not been noted as “DISMISSED.” The updated Schedule A attached as Exhibit 1 is also attached to Plaintiff’s proposed Final Judgment Order.

to each and every page where the month is indicated, and where holiday tabs are. *Id.* at ¶ 5.

Additionally, Plaintiff's assignor has applied copyrighted artwork to the header of each of the pages for the whole month, with a motivational quote at the top right-hand corner of the month indicator page ("Plaintiff's Mark"). *Id.* at ¶ 5. Attached as Exhibit 1 to the declaration of Min Li [22] is a true and correct copy of US Copyright record of Plaintiff's copyright. This arbitrary, non-functional color pattern along with the artwork design and the quote is an indicator of Plaintiff's assignor as the source and origin of its planners. *Id.* at ¶5. For example, the turquoise used in the planners is preeminently featured on all plaintiff's assignor's products. *Id.* at ¶ 5. Attached as Exhibit 2 to the declaration of Min Li [22] is an example of Plaintiff's Product design with the Plaintiff's Mark.

Plaintiff's assignor offers and has sold a wide variety of planners and other similar products that have the distinctive color turquoise applied to the month and holiday designations, as well as the copyrighted artwork included along the header of the months on each page. *Id.* at ¶6. These features as applied to the planners are not functional, nor do they serve merely a decorative or utilitarian purpose, but rather is an unusual color to be applied to the planner and is done to distinguish Plaintiff's Products. *Id.* at ¶ 6.

Plaintiff's assignor's and Plaintiff's use of Plaintiff's Mark in commerce is widespread and substantial in the United States. Given such widespread notoriety and use in commerce of the color turquoise combined with the other features of Plaintiff's Mark in sales and advertising, Plaintiff's Mark has acquired a secondary meaning—*i.e.*, acquired distinctiveness—as a source indicator for Plaintiff's products. Defendants have counterfeited Plaintiff's Mark by using identically designed planners and calendars. 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, on information and belief, have sold Unauthorized Products to residents of Illinois. *Id.* at ¶¶8-10.

Defendants concurrently employ and benefit from substantially similar advertising and

marketing strategies. *Id.* at ¶ 11. For example, Defendants facilitate sales by designing the e-commerce stores operating under the Seller Aliases so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers. *Id.* at ¶ 11. E-commerce stores operating under the Seller Aliases appear sophisticated and accept payment in U.S. dollars via credit cards, Alipay, Amazon Pay, Western Union, and/or PayPal. E-commerce stores operating under the Seller Aliases often include content and images that make it very difficult for consumers to distinguish such stores from an authorized retailer. Plaintiff has not licensed defendants to use its marks. *Id.* at ¶ 11.

Plaintiff filed this action on July 19, 2022 [1]. On September 6, 2022, this Court granted Plaintiff's Ex Parte Motion for Entry of a Temporary Restraining Order (the "TRO") [20], subsequently extended the TRO [26], and converted the TRO [26] into a Preliminary Injunction [44]. Paragraph 7 of the TRO permitted Plaintiff to complete service of process to Defendants by electronic publication on a website and by sending an e-mail to the e-mail addresses identified in Exhibit 3 to the Declaration of Min Li and any e-mail addresses provided for Defendants by third parties that includes a link to said website. [26] at ¶ 7. The Defendants were properly served on September 29, 2022. [40]. None of the Defaulting Defendants have filed an answer or otherwise pled in this action. *See* Declaration of Vahe Khojayan (the "Khojayan Declaration") at ¶ 2. Pursuant to Federal Rule of Civil Procedure 55(a) and (b)(2), Plaintiff now moves this Court for an Order entering default and default judgment finding that Defaulting Defendants are liable on all counts of Plaintiff's Complaint. Fed. R. Civ. P. 55(a) and (b)(2). Plaintiff further seeks an award of statutory damages against each of the Defaulting Defendants as authorized by 17 U.S.C. § 504(c)(2) for willful infringement of the Plaintiff's Copyrighted Designs. Plaintiff also seeks entry of a permanent injunction prohibiting Defaulting Defendants from selling Unauthorized Products, using the Plaintiff's Copyright without authorization, and reproducing, distributing copies of, making derivative works of, or publicly displaying the Copyrighted Designs, and an Order that all assets in

Defaulting Defendants' financial accounts, including those operated by PayPal, Inc. ("PayPal"), Alipay, Amazon, and Wish.com, as well as any newly discovered assets, be transferred to Plaintiff.

## **ARGUMENT**

### **I. JURISDICTION AND VENUE ARE PROPER IN THIS COURT**

This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, et seq., the Copyright Act, 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in Illinois and causes harm to Plaintiff's business within this Judicial District. See [9] at ¶¶ 1-2, 21-22, 26-27; *uBID, Inc. v. GoDaddy Grp., Inc.* 623 F.3d 421, 423-24 (7th Cir. 2010) (without benefit of an evidentiary hearing, plaintiff bears only the burden of making a *prima facie* case for personal jurisdiction; all of plaintiff's asserted facts should be accepted as true and any factual determinations should be resolved in its favor). Through at least the fully interactive, e-commerce stores operating under the Seller Aliases, each of the Defaulting Defendants has targeted sales to Illinois residents by setting up and operating e-commerce stores under at least the Seller Aliases that offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and, on information and belief, have sold Unauthorized Products to residents of Illinois. [9] at ¶ 2.

Personal jurisdiction exists over Defaulting Defendants since they directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more interactive ecommerce stores under the Seller Aliases through which Illinois residents can purchase Unauthorized Products. *Id.* See *Monster Energy Co. v. Chen Wensheng, et al.*, 2015 U.S. Dist. LEXIS 132283, at \*11 (N.D. Ill. Sept. 29, 2015).

## **II. PLAINTIFF HAS MET THE REQUIREMENTS FOR ENTRY OF DEFAULT**

Pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, “when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default.” Fed. R. Civ. P. 55(a). On July 19, 2021, Plaintiff filed its Complaint alleging federal trade dress infringement and counterfeiting, 15 U.S.C. § 1125 (Count I), common law trade dress infringement, (Count II), and copyright infringement (Count III). [1]. Plaintiff filed a First Amended Complaint with same causes of action on August 31, 2022 [9]. The Defendants were properly served with the First Amended Complaint on September 29, 2022. [41]. Despite having been served with process, none of the Defaulting Defendants have filed an answer or otherwise pled in this action. Khojayan Declaration at ¶ 2. Upon information and belief, the Defaulting Defendants are not active-duty members of the U.S. armed forces. *Id.* at ¶ 3. Accordingly, Plaintiff asks for entry of default against the Defaulting Defendants.

## **III. PLAINTIFF HAS MET THE REQUIREMENTS FOR ENTRY OF DEFAULT JUDGMENT.**

Rule 55(b)(2) of the Federal Rules of Civil Procedure provides for a court-ordered default judgment. A default judgment establishes, as a matter of law, that defendants are liable to plaintiff on each cause of action alleged in the complaint. *United States v. Di Mucci*, 879 F.2d 1488, 1497 (7th Cir. 1989). When the Court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each cause of action alleged in the complaint. *Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994).

As noted above, Plaintiff served Defendants on September 29, 2022. [41]. The answer deadline of October 20, 2022 has passed, and no answer or other responsive pleading has been filed by any of the Defaulting Defendants. *See* Fed. R. Civ. P. 12(a)(1)(A). Accordingly, default

judgment is appropriate, and consistent with previous similar cases in front of this Court, Plaintiff requests an award of statutory damages as authorized by 17 U.S.C. § 504(c)(2) for willful infringement of the Copyrighted Designs on products sold through the e-commerce stores operating under the Seller Aliases. Plaintiff also seeks entry of a permanent injunction prohibiting Defaulting Defendants from selling Unauthorized Products, using the Copyrighted Designs without authorization, and reproducing, distributing copies of, making derivative works of, or publicly displaying the Copyrighted Designs and an Order that all assets in Defaulting Defendants' financial accounts, including those operated by PayPal, Alipay, Amazon, and Wish.com, and any newly identified accounts be transferred to Plaintiff.

**a. Trade Dress Infringement**

“The Lanham Act establishes a cause of action against any ‘person who ... in connection with any goods or services’ uses ‘any word, term, name, symbol, or device’ which ‘is likely to cause confusion’ as to the good or service’s source.” *Arlington Specialties, Inc. v. Urban Aid, Inc.*, 847 F.3d 415, 418 (7th Cir. 2017) (quoting 15 U.S.C. § 1125(a)(1)(A)). “That protection can extend to ‘trade dress,’ such as the design or packaging of a product that is so distinctive as to identify the manufacturer or source.” *Id.* (citing *TrafFix Devices, Inc. v. Marketing Displays, Inc.*, 532 U.S. 23, 28 (2001); *Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 768 (1992); *Blau Plumbing, Inc. v. S.O.S. Fix-It, Inc.*, 781 F.2d 604, 608 (7th Cir. 1986)); see also *Roulo v. Russ Berrie & Co., Inc.*, 886 F.2d 931, 936 (7th Cir. 1989) (“Trade dress encompasses the overall appearance of a product, including its size, color or color combinations, texture, graphics, packaging or other visual features.”)

“To obtain relief for trade dress infringement under 15 U.S.C. § 1125(a), a party must show that (1) its trade dress is protectable, and (2) the trade dress of the accused product is confusingly similar.” *RNA Corp. v. Procter & Gamble Co.*, 747 F. Supp. 2d 1008, 1016 (N.D. Ill. 2010) (citing *Badger Meter, Inc. v. Grinnell Corp.*, 13 F.3d 1145, 1151 (7th Cir. 1994)). A plaintiff will satisfy

the first element, protectable trade dress, by establishing “either that its trade dress is inherently distinctive or that it has acquired a secondary meaning.” *Badger Meter*, 13 F.3d at 1151. A “secondary meaning” is “a mental association in buyers’ minds between the alleged mark and a single source of the product.” *Spraying Sys. Co. v. Delavan, Inc.*, 975 F.2d 387, 393 (7th Cir. 1992) (internal quotation marks and citation omitted).

Consumers have come to associate the distinctive turquoise color, the copyrighted artwork and other features of Plaintiffs Mark which comprise Plaintiff’s assignor’s trade dress, with Plaintiff’s Products and services (“Trade Dress”). [9] ¶ 29. Through Plaintiff’s assignor’s promotional efforts, business conduct, and continuous use of its E-Commerce store, its marketing displays and their associated trade dress, Plaintiff’s assignor has developed and maintained clients throughout the United States, including in Illinois. Through its widespread and favorable acceptance and recognition by the consuming public, the turquoise “look and feel” of the Plaintiff’s Products have become an asset of substantial value as a symbol of Plaintiff’s assignor, Plaintiff’s assignor’s high-quality products and services, and its goodwill. [9] ¶30.

Accordingly, Plaintiff’s assignor has established valid and enforceable rights in the “look and feel” of its products as described herein. Notwithstanding Plaintiff’s assignor’s preexisting, valid and enforceable rights in the turquoise color as applied to the planners and other features of Plaintiffs Marks and Defendants, without permission or approval, are using Plaintiff’s Marks and its trade dress on their products in Illinois and the United States. [9] ¶¶ 31-32.

As a result of Defendants’ unauthorized use of Plaintiff’s Trade Dress, Plaintiff’s assignor and Defendants have each used and are using Plaintiff’s Trade Dress in connection with the advertising, marketing, offering to sell, and reselling of identical products and services. Plaintiff’s assignor and Defendants have each offered and are offering their respective products and services to like customers in the same geographical locations and through the same trade channels. [9] ¶¶33-34.

Defendants' unauthorized use of the Plaintiff's Marks and Trade Dress, in connection with offering related and competing products and services, is not authorized by Plaintiff's assignor and is likely to cause consumer confusion and mistake, and to deceive consumers as to the source, origin, or affiliation of Defendants' products and services. These acts by Defendants constitute infringement and misappropriation of Plaintiff's rights in and to the use of and, specifically, give rise to this claim under 15 U.S.C. § 1125(a)(1). [9] ¶¶ 35-37. Additionally, Defendant's use of Plaintiff's trade dress and distinct look and feel amounts to counterfeiting under 15 U.S.C. §1116(d).

Since the Defaulting Defendants have failed to answer or otherwise plead in this matter, the Court must accept the allegations contained in Plaintiff's Complaint as true. *See* Fed. R. Civ. P. 8(b)(6); *Am. Taxi Dispatch, Inc., v. Am. Metro Taxi & Limo Co.*, 582 F. Supp. 2d 999, 1004 (N.D. Ill. 2008). Accordingly, Plaintiff requests entry of judgment with respect to Counts I and II, for willful trade dress infringement and counterfeiting of the Plaintiff's trade dress against the Defaulting Defendants.

**b. Copyright Infringement of the Plaintiff's Copyrighted Designs.**

The United States Copyright Act provides that "[a]nyone who violates any of the exclusive rights of the copyright owner ... is an infringer of the copyright." 17 U.S.C. § 501. Among these exclusive rights granted to Plaintiff under the Copyright Act are the exclusive rights to reproduce, prepare derivative works, distribute copies of, and display the Plaintiff's Copyrighted Designs to the public. 17 U.S.C. § 106. To establish a claim for copyright infringement, a plaintiff must show: "(1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original." *JCW Invs., Inc. v. Novelty, Inc.*, 482 F.3d 910, 914 (7th Cir. 2007) (internal citations omitted). Plaintiff alleged in its Complaint that Plaintiff is the owner of valid, enforceable and federally registered Copyrighted Designs. [9] at ¶¶ 5-6, 48-49. Plaintiff further alleged that Defaulting Defendants have deliberately copied, displayed, distributed, reproduced and/or made

derivate works incorporating the Plaintiff's Copyrighted Designs on the e-commerce stores and the corresponding Unauthorized Products in violation of 17 U.S.C. §§ 106(1)-(3), (5). [9] at ¶ 50-52. Plaintiff, therefore, requests entry of judgment with respect to Count III for willful copyright infringement of the Copyrighted Designs.

**IV. PLAINTIFF IS ENTITLED TO STATUTORY DAMAGES AWARD.**

**a. Statutory Damages Are Appropriate in this Case**

Pursuant to the statutory damages provision of the Lanham Act, 15 U.S.C. § 1117(c), a plaintiff in a case involving the use of a counterfeit mark may elect to receive “not less than \$1,000 or more than \$200,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just.” 15 U.S.C. § 1117(c)(1). When the counterfeiting is found to be willful, 15 U.S.C. § 1117(c)(2) provides for statutory damages of up to “\$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just.” 15 U.S.C. § 1117(c)(2).

The lack of information regarding Defaulting Defendants' sales and profits makes statutory damages particularly appropriate for default cases like the instant case. *Lorillard Tobacco Co.*, 2004 U.S. Dist. LEXIS 22563, at \*9, (N.D. Ill. 2004) (*citing* S. Rep. No. 177, 104th Cong. 1995). Likewise, Courts have recognized that statutory damages should be awarded without requiring an evidentiary hearing. *See Lorillard Tobacco Co. v. Montrose Wholesale Candies & Sundries, Inc.*, 2008 U.S. Dist. LEXIS 31761, at \*11 (N.D. Ill. Apr. 17, 2008).

**b. Statutory Damages Award is Warranted.**

Although 15 U.S.C. § 1117(c) contains the dollar range for possible statutory damage awards, the only guidance provided by the statute for how to determine a damage award within the statutory dollar range is “as the court considers just.” 15 U.S.C. § 1117(c). Courts interpreting 15 U.S.C. § 1117(c) have analogized case law applying the statutory damage provision of the Copyright Act contained in 17 U.S.C. § 504(c). *See Lorillard Tobacco Co.*, 2004 U.S. Dist. LEXIS

22563, at \*10; *Luxottica USA LLC v. The Partnerships, et al.*, 2015 U.S. Dist. LEXIS 78961, at \*5 (N.D. Ill. 2015); *Sara Lee v. Bags of New York, Inc.*, 36 F. Supp. 2d 161, 166 (S.D.N.Y. 1999).

The Seventh Circuit's standard for awarding statutory damages for copyright infringement under 17 U.S.C § 504(c) is articulated in *Chi-Boy Music v. Charlie Club*, 930 F.2d 1224, 1229 (7th Cir. 1991). Under the *Chi-Boy* standard, a court awarding statutory damages is “not required to follow any rigid formula,” but instead “enjoys wide discretion.” *Id.* In computing the award amount, a court may consider factors such as “the difficulty or impossibility of proving actual damages, the circumstances of the infringement, and the efficacy of the damages as a deterrent.” *Id.* Courts in this district have also considered the significant value of a plaintiff’s brand and the efforts taken to protect, promote and enhance that brand in determining the appropriate dollar figure for the award. *Lorillard Tobacco Co.*, 2004 U.S. Dist. LEXIS 22563, at \*16.

In addition, courts have awarded significant damage amounts where a defendant’s counterfeiting activities attracted wide market exposure through Internet traffic or advertisement. *See Coach, Inc. v. Ocean Point Gifts*, 2010 U.S. Dist. LEXIS 59003, at \*15-16 (D.N.J. Jun. 14, 2010) (significant damage awards in counterfeit cases were “due in part to the wide market exposure that the Internet can provide”); *Burberry Ltd. v. Designers Imports, Inc.*, 2010 U.S. Dist. LEXIS 3605, at \*28-29 (S.D.N.Y. Jan. 19, 2010) (damages amount based, in part, on “Defendant’s ability to reach a vast customer base through internet advertising”).

In similar cases involving willful Internet-based counterfeiting, courts have awarded statutory damages, including up to the maximum provided by law, to the plaintiff to serve the purposes of: (1) deterring the defendant and others situated like him from bringing into commerce counterfeit goods, (2) compensating the plaintiff for damages caused by defendant’s infringement, and (3) punishing the defendant appropriately for his counterfeiting activities. *See, e.g., Burberry Limited, et al. v. XIE JI PING, et al*, No. 18-cv-07442 (N.D. Ill. Jan. 15, 2019). (unpublished) (Docket Nos. 42 and 43) (awarding \$1,000,000 in statutory damages per defendant); *NBA*

*Properties, Inc., et al. v. YU ZICHENG, et al.*, 19-cv-04412 (N.D. Ill. Oct. 8, 2019) (unpublished) (Docket Nos. 60 and 61) (awarding \$500,000 in statutory damages per defendant); *H-D U.S.A., LLC v. DLLL, et al.*, No. 19-cv-07629 (N.D. Ill. Feb. 18, 2020) (unpublished) (Docket Nos. 64 and 65) (same). Given the Court's clear discretion in determining the appropriate amount of the statutory damages award within the statutory limits of 15 U.S.C. § 1117(c), and the facts specific to this case, Plaintiff respectfully requests the Court's entry of an award of five hundred thousand dollars (\$500,000) per Defaulting Defendant.

**c. Defaulting Defendants' Willful Counterfeiting Supports the Requested Award.**

Defaulting Defendants' counterfeiting was willful and, therefore, at a minimum, warrants the requested statutory damages award. "Willful infringement may be attributed to the defendant's actions where he had knowledge that his conduct constituted infringement or where he showed a reckless disregard for the owner's rights." *Lorillard Tobacco Co. v. S & M Cent. Serv. Corp.*, 2004 LEXIS 22563, at \*19-20 (N.D. Ill. Feb. 25, 2005). Knowledge need not be proven directly, but can be inferred from a defendant's conduct. *Id.* at 20. As alleged in Plaintiff's Complaint, Defaulting Defendants facilitated sales by designing the e-commerce stores so that they appeared to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers. [9] at ¶ 22. As such, Defaulting Defendants clearly had knowledge that their activities constituted infringement or at least a reckless disregard for Plaintiff's rights in trade dress. [9] at ¶¶ 45-46; see also [22] and [23]. Finally, District Courts have deemed counterfeiting willful when defendants default. *See Burberry Limited, et al. v. The Partnerships, et al.*, No. 14-cv-08220 (N.D. Ill. Dec. 11, 2014) (unpublished) (Docket Nos. 44 and 45); *Oakley, Inc. v. The Partnerships, et al.*, No. 13-cv-02958 (N.D. Ill. June 17, 2013) (unpublished) (Docket Nos. 36 and 37).

In determining an appropriate statutory damage award, this Court should be guided by the *Lorillard* case and consider the "significant value of [the brand] and the efforts taken to protect, promote and enhance [that brand]." *Lorillard Tobacco Co.*, 2004 U.S. Dist. LEXIS 22563, at \*16.

Plaintiff has expended substantial time, money, and other resources in developing, advertising and otherwise promoting its products and trade dress. [22] at ¶¶ 5-6. Thus, the requested statutory damages award should be given favorable consideration in view of the value of the plaintiff's trade dress and the extensive steps being taken by Plaintiff or its assignor to protect, promote and enhance it. See *Monster Energy Company*, 2015 U.S. Dist. LEXIS 86956, at \*11; *Luxottica USA LLC v. The Partnerships, et al.*, 2015 U.S. Dist. LEXIS 78961, at \*7-8 (N.D. Ill. June 18, 2015).

Additionally, Defendants who operate online attract wide market exposure through Internet traffic and/or advertisement. Defaulting Defendants' wide market exposure over the Internet warrants the requested statutory damages award. See *H-D U.S.A., LLC v. Guangzhou Tomas Crafts Co., et al.*, 2017 U.S. Dist. LEXIS 207613 (N.D. Ill. Dec. 18, 2017) (awarding \$150,000 in statutory damages, noting "the fact that defendant's counterfeiting took place online favors a higher statutory damages award because online counterfeiting can reach a much wider audience than counterfeiting through a physical store."); *Luxottica USA LLC v. The Partnerships, et al.*, 2017 U.S. Dist. LEXIS 29999, at \*11-12 (Mar. 2, 2017 N.D. Ill.) (summary judgment and awarding \$100,000 in statutory damages "because [defendant] advertised [counterfeit goods] on the internet, allowing for distribution far greater than if it sold the hats in a brick-and-mortar store.").

Finally, the remedy imposed must provide a sufficient deterrent effect to ensure that the guilty party will not engage in further infringing conduct. *Sands, Taylor & Wood v. Quaker Oats Co.*, 34 F.3d 1340, 1348 (7th Cir. 1994). In *Phillip Morris USA Inc. v. Marlboro Express*, the Court stated that due to "the size of the potential profit given the quantities of [counterfeit goods] involved, and the need for a substantial deterrent to future misconduct by defendants and other counterfeit traffickers ... plaintiff is entitled to the maximum statutory award under 15 U.S.C. § 1117(c)(2)." 2005 U.S. Dist. LEXIS 40359, at \*28 (E.D.N.Y. Aug. 26, 2005). See also *Luxottica USA LLC v. The Partnerships, et al.*, 2015 U.S. Dist. LEXIS 78961, at \*8. To reach global consumers, counterfeiters advertise, offer for sale, and sell their products via social media platforms

and popular e-commerce sites. In the 2018 fiscal year alone, U.S. government seizures of counterfeit goods totaled more than \$1.3 billion MSRP. [24-1]. China and Hong Kong remained the primary sources of counterfeit and pirated goods seized, accounting for more than 87 percent of all seizures. *Id.* Additionally, a February 2017 report commissioned by Business Action to Stop Counterfeiting and Piracy (BASCAP) and the International Trademark Association (INTA) titled The Economic Impacts of Counterfeiting and Piracy included findings that counterfeit and pirated products account for billions in economic losses, resulting in tens of thousands of lost jobs. [24-3]. The requested statutory damages award is necessary to deter both Defendants and other similarly situated online sellers.

## **V. DEFENDANT IS ENTITLED TO STATUTORY DAMAGES FOR COPYRIGHT INFRINGEMENT**

Pursuant to the statutory damages provision of the Copyright Act, 17 U.S.C. § 504(c), a plaintiff in a case involving copyright infringement may elect to receive statutory damages of “not less than \$750 or more than \$30,000 as the court considers just.” 17 U.S.C. § 504(c)(1). When the copyright infringement is found to be willful, 17 U.S.C. § 504(c)(2) provides for statutory damages “to a sum of not more than \$150,000.” 17 U.S.C. § 504(c)(2).

As mentioned above, the Seventh Circuit's standard for awarding statutory damages for copyright infringement under 17 U.S.C § 504(c) is articulated in *Chi-Boy Music v. Charlie Club*, 930 F.2d 1224, 1229 (7th Cir. 1991). Further, in the Seventh Circuit, infringing conduct is willful where the defendant knows that his conduct constitutes infringement or where he shows reckless disregard of the copyright owner's rights. *See Wildlife Express Corp. v. Carol Wright Sales, Inc.*, 18 F.3d 502, 511 (7th Cir. 1994). As such, knowledge need not be proven directly, but can be inferred from a defendant's conduct. *In re Aimster Copyright Litigation*, 334 F.3d 643, 650 (7th Cir. 2003) (Finding that “[w]illful blindness is knowledge, in copyright law”).

In this case, Defaulting Defendants clearly had knowledge that their activities constituted infringement or at least a reckless disregard for Plaintiff's rights in the Copyrighted Designs. Additionally, in similar cases involving willful copyright infringement, courts have awarded significant damages, including up to the maximum provided by law. *See Monster Energy Company v. Chen Wensheng, et al.*; No. 1:15-cv-4166 (N.D. Ill. Jul. 27, 2015) (unpublished) (Docket No. 85) (awarding \$50,000 in statutory damages per defendant for willful copyright infringement); *Monster Energy Company v. Zhao Min, et al.*; No. 1:15-cv-9142 (N.D. Ill. Dec. 12, 2015) (unpublished) (Docket No. 46) (awarding \$25,000 in statutory damages per defendant for willful copyright infringement); *Monster Energy Company v. Xianda Lin, et al.*; No. 1:16-cv-0622 (N.D. Ill. Mar. 14, 2016) (unpublished) (Docket No. 51) (awarding \$150,000 in statutory damages per defendant for willful copyright infringement). Thus, Plaintiff's request for a statutory damages award in the amount of one hundred and fifty thousand dollars (\$150,000) per Defaulting Defendant for willful copyright infringement of the Plaintiff's Copyrighted Designs is appropriate.

#### **V. PLAINTIFF IS ENTITLED TO PERMANENT INJUNCTIVE RELIEF**

In addition to the foregoing relief, Plaintiff respectfully requests entry of a permanent injunction enjoining Defaulting Defendants from infringing or otherwise violating Plaintiff's registered intellectual property rights in the Copyrighted Designs, including at least all injunctive relief previously awarded by this Court to Plaintiff in the TRO and Preliminary Injunction. Plaintiff is also entitled to injunctive relief so it can quickly take action against any e-commerce stores selling Unauthorized Products that are found to be linked to Defaulting Defendants. *See Burberry Limited, et al. v. The Partnerships, et al.*, No. 1:14-cv-08220 (N.D. Ill. Dec. 11, 2014) (unpublished) (Docket Nos. 44 and 45); *Oakley, Inc. v. The Partnerships, et al.*, No. 1:13-cv-02958 (N.D. Ill. June 17, 2013) (unpublished) (Docket Nos. 36 and 37).

## CONCLUSION

Plaintiff respectfully requests that the Court enter default and default judgment against each Defaulting Defendant, award statutory damages in the amount of \$500,000 per defaulting defendant pursuant to 15 U.S.C. 1117(c), award one hundred fifty thousand dollars (\$150,000) per Defaulting Defendant for willful copyright infringement pursuant to 17 U.S.C. § 504(c), and enter a permanent injunction order prohibiting Defaulting Defendants from selling Unauthorized Products, using Plaintiff's Trade Dress without authorization, and reproducing, distributing copies of, making derivative works of, or publicly displaying the Copyrighted Designs, and transferring all assets in Defaulting Defendants' financial accounts, including those operated by PayPal, Alipay, Amazon, and Wish.com, to Plaintiff.

Executed on this the 25th day of October 2022 at Los Angeles, California

/s/ Vahe Khojayan  
Vahe Khojayan, Esq.  
YK Law, LLP  
445 S. Figueroa Street, Ste 2280  
Los Angeles, CA 90071  
Tel: (213) 401-0970  
Fax: (213) 529-3044  
Email: [vkhojayan@yklaw.us](mailto:vkhojayan@yklaw.us)  
Admitted *pro hac vice*

Ariel Weissberg, Esq.  
Weissberg and Associates, Ltd.  
564 West Randolph Street, 2<sup>nd</sup> Floor  
Chicago, IL 60661  
T- 312-663-0004; F-312-663-1415  
Email: [ariel@weissberglaw.com](mailto:ariel@weissberglaw.com)  
Attorney No. 3125591

### **CERTIFICATE OF SERVICE**

I hereby certify that on the 25th day of October 2022, I will electronically file the foregoing with the Clerk of the Court using the CM/ECF system, I electronically published the documents on a website and I sent an e-mail to the e-mail addresses provided for the Defendants by third parties that included the link to said website.

Dated this October 25, 2022

/s/ Vahe Khojayan\_\_\_\_\_

Vahe Khojayan, Esq.  
YK Law, LLP  
445 S. Figueroa Street, Ste 2280  
Los Angeles, CA 90071  
Tel: (213) 401-0970  
Fax: (213) 529-3044  
Email: [vkhojayan@yklaw.us](mailto:vkhojayan@yklaw.us)  
Admitted *pro hac vice*

# EXHIBIT 1

# EXHIBIT 1

Fully interactive e-commerce stores operating under the seller aliases

	Name	URL	Email Address
1	Yumiana	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A1OY1TDFMK0MUI&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A1OY1TDFMK0MUI&amp;isAmazonFulfilled=1</a>	youyangus1212@163.com
2	TOUVE	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AM8SOUT8NU5X4&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=AM8SOUT8NU5X4&amp;isAmazonFulfilled=1</a>	fxcy_us@163.com
3	Besplany	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AF2KZKXGP41I0&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=AF2KZKXGP41I0&amp;isAmazonFulfilled=1</a>	senwang001@outlook.com
4	BHR-US	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A245NUHSZ4IAUJ&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A245NUHSZ4IAUJ&amp;isAmazonFulfilled=1</a>	yuan18098962657@163.com
5	Nitukany	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A2H421WLIK9ICZ&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A2H421WLIK9ICZ&amp;isAmazonFulfilled=1</a>	hanlongdianzi@aliyun.com
6	CCLing	DISMISSED	DISMISSED
7	SXGL	<a href="https://www.amazon.com/s?me=A2P3TF6TFLBDJS&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A2P3TF6TFLBDJS&amp;marketplaceID=ATVPDKIKX0DER</a>	bc13581w1@163.com
8	INFOSUN	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A2HZOZNMWQ45K2&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A2HZOZNMWQ45K2&amp;isAmazonFulfilled=1</a>	399243018@qq.com
9	aapartstore	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A19DID59S7XQUZ&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A19DID59S7XQUZ&amp;isAmazonFulfilled=1</a>	tzreal@hotmail.com
10	WMOVE	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A1OR7DI5OWTG66&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A1OR7DI5OWTG66&amp;isAmazonFulfilled=1</a>	zhuqinyu0728@163.com
11	INFOSUN	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A2HZOZNMWQ45K2&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A2HZOZNMWQ45K2&amp;isAmazonFulfilled=1</a>	399243018@qq.com

12	Cheese Cat	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A2DZ84SL018X69&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A2DZ84SL018X69&amp;isAmazonFulfilled=1</a>	cheesecat2021@outlook.com
13	USA YOUNG	DISMISSED	DISMISSED
14	FRUOR	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A7DMTPSA1BRS4&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A7DMTPSA1BRS4&amp;isAmazonFulfilled=1</a>	fruorsupport@126.com
15	HMMT	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A1CK9L4SHYE69F&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A1CK9L4SHYE69F&amp;isAmazonFulfilled=1</a>	amingjiu001@163.com
16	Thefefan Official Store	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A1KO7L4LE1NFYC&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A1KO7L4LE1NFYC&amp;isAmazonFulfilled=1</a>	yinfeiama@163.com
17	MIAODAM	DISMISSED	DISMISSED
18	Artrello	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A191TCW1TCBCQG&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A191TCW1TCBCQG&amp;isAmazonFulfilled=1</a>	550105443@qq.com
19	kgxulr	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AFDYN3X4AE0S4&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=AFDYN3X4AE0S4&amp;isAmazonFulfilled=1</a>	xingzhihuaajinchukou@outlook.com
20	Ctarwxzin	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A1IG2FLJJ75TML&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A1IG2FLJJ75TML&amp;isAmazonFulfilled=1</a>	cw19309637196@163.com
21	HBLife Flagship Store	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A2ET2BU42IMGQ6&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A2ET2BU42IMGQ6&amp;isAmazonFulfilled=1</a>	jweiroo@163.com
22	Schaber Station	<a href="https://www.amazon.com/s?me=A3E2G4SZGJ3AR5&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A3E2G4SZGJ3AR5&amp;marketplaceID=ATVPDKIKX0DER</a>	tommy.schaber@gmail.com
23	There for You	DISMISSED	DISMISSED
24	LDbeita	<a href="https://www.amazon.com/s?me=A1OY1TDFMK0MUI&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A1OY1TDFMK0MUI&amp;marketplaceID=ATVPDKIKX0DER</a>	youyangus1212@163.com
25	TOUVE	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AM8SOUT8NU5X4&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=AM8SOUT8NU5X4&amp;isAmazonFulfilled=1</a>	fxcy_us@163.com
26	Besplany	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AF2KZKXGP41I0&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=AF2KZKXGP41I0&amp;isAmazonFulfilled=1</a>	senwang001@outlook.com

27	BHR-US	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A245NUHSZ4IAUJ&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A245NUHSZ4IAUJ&amp;isAmazonFulfilled=1</a>	yuan18098962657@163.com
28	Nitukany	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A2H421WLIK9ICZ&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A2H421WLIK9ICZ&amp;isAmazonFulfilled=1</a>	hanlongdianzi@aliyun.com
29	Keladier	DISMISSED	DISMISSED
30	baiyunqubantianranshangmao	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A2P3TF6TFLBDJS&amp;isAmazonFulfilled=1">https://www.amazon.com/sp?ie=UTF8&amp;seller=A2P3TF6TFLBDJS&amp;isAmazonFulfilled=1</a>	bc13581w1@163.com
31	Smliekate	<a href="https://www.amazon.com/s?me=A2HZOZNMWQ45K2&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A2HZOZNMWQ45K2&amp;marketplaceID=ATVPDKIKX0DER</a>	399243018@qq.com
32	PickBest	<a href="https://www.amazon.com/s?me=A19DID59S7XQUZ&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A19DID59S7XQUZ&amp;marketplaceID=ATVPDKIKX0DER</a>	tzreal@hotmail.com
33	FreSheep	<a href="https://www.amazon.com/s?me=A1OR7DI5OWTG66&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A1OR7DI5OWTG66&amp;marketplaceID=ATVPDKIKX0DER</a>	zhuqinyu0728@163.com
34	Smliekate	<a href="https://www.amazon.com/s?me=A2HZOZNMWQ45K2&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A2HZOZNMWQ45K2&amp;marketplaceID=ATVPDKIKX0DER</a>	399243018@qq.com
35	OZBLUE	<a href="https://www.amazon.com/s?me=A2DZ84SL018X69&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A2DZ84SL018X69&amp;marketplaceID=ATVPDKIKX0DER</a>	cheesecat2021@outlook.com
36	Xloey	DISMISSED	DISMISSED
37	FRUOR	<a href="https://www.amazon.com/s?me=A7DMTPSA1BRS4&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A7DMTPSA1BRS4&amp;marketplaceID=ATVPDKIKX0DER</a>	fruorsupport@126.com
38	ORVPMVP	<a href="https://www.amazon.com/s?me=A1CK9L4SHYE69F&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A1CK9L4SHYE69F&amp;marketplaceID=ATVPDKIKX0DER</a>	amingjiu001@163.com
39	HBlife	<a href="https://www.amazon.com/s?i=merchant-items&amp;me=A2ET2BU42IMGQ6&amp;dc&amp;marketplaceID=ATVPDKIKX0DER&amp;qid=1656333829&amp;ref=sr_ex_p_4_0&amp;ds=v1%3A7bjn2DyGRivTiXffKJgE6xY8RWCGCJY67DFpQk07tDk">https://www.amazon.com/s?i=merchant-items&amp;me=A2ET2BU42IMGQ6&amp;dc&amp;marketplaceID=ATVPDKIKX0DER&amp;qid=1656333829&amp;ref=sr_ex_p_4_0&amp;ds=v1%3A7bjn2DyGRivTiXffKJgE6xY8RWCGCJY67DFpQk07tDk</a>	jweiroo@163.com
40	OuMuaMua	DISMISSED	DISMISSED

UNITED STATES DISTRICT COURT

NORTHER DISTRICT OF ILLINOIS, EASTERN DIVISION

<p>JOURNALINESH, INC., a Colorado Corporation,</p> <p>Plaintiff,</p> <p>v.</p> <p>THE PARTNERSHIPS and UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A" a Foreign Entity</p> <p>Defendants</p>	<p>Case No.: <b>1:22-cv-03740</b></p> <p>Hon. Matthew F. Kennelly</p>
--	---

**DECLARATION OF VAHE KHOJAYAN**

1. I am an attorney at law, duly admitted to practice before this court on pro hac vice basis. I am one of the attorneys for Journalinesh, Inc. ("Plaintiff"). Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness, I could and would competently testify as follows:
2. I hereby certify that the Defaulting Defendants (as defined in the accompanying Memorandum) have failed to answer or otherwise plead in this action within the allotted time in violation of Federal Rule of Civil Procedure 12(a)(1)(A).
3. My office investigated the infringing activities of the Defaulting Defendants, including attempting to identify the registrant of each associated e-commerce store operating under the Seller Aliases and its contact information. Our investigation confirmed that the Defaulting Defendants are primarily domiciled in China. As such, I am informed and believe that the Defaulting Defendants are not active-duty members of the U.S. armed forces.
4. Exhibit 2 includes is an accurate copy of unpublished decisions cited in the

corresponding Memorandum in Support of Journalinesh, Inc. Motion for Entry of Default and Default Judgment against the Defendants identified on Schedule A.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this the 25th day of October 2022 at Los Angeles, California

/s/ Vahe Khojayan  
Vahe Khojayan

## Exhibit 2

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

BURBERRY LIMITED, A UNITED  
KINGDOM COMPANY, AND BURBERRY  
LIMITED, A NEW YORK CORPORATION,

Plaintiffs,

v.

XIE JI PING, et al.,

Defendants.

Case No. 18-cv-07442

**Judge Sara L. Ellis**

**Magistrate Judge Susan E. Cox**

**FINAL JUDGMENT ORDER**

This action having been commenced by Plaintiffs Burberry Limited, a United Kingdom company (“Burberry UK”), and Burberry Limited, a New York corporation (“Burberry US”), together, “Burberry” or “Plaintiffs,” against the defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Burberry having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Burberry, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

Burberry having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or 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

Defaulting Defendants having failed to answer the Amended Complaint or otherwise plead, and the time for answering the Amended Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products using counterfeit versions of the BURBERRY Trademarks (a non-exclusive list of which is included in the chart below).

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
260,843	BURBERRY	08/27/1929	For: clothing – namely, coats and topcoats for men, women, and children; jackets for men, women, and children; breeches for boys; suits for men and boys; waistcoats for men, women, and children; overalls for women and children; skirts for outer wear for women and children; capes for men, women, and children; hats and caps for men, women and children; bonnets for children; hoods and toques for men, women, and children; neckties for men, women, and children; stockings and socks for men, women, and children; braces


REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			and suspenders for men and children; belts for outer wear for men, women, and children; boots of rubber and fabric or combinations of these materials for men, women and children; shoes and slippers of leather, rubber, and fabric or combinations of these materials for men, women, and children; gloves for men, women, and children, of leather and fabric in class 025.
1,133,122	BURBERRY	04/15/1980	For: handbags, travelling bags, leather travelling cases, attaché cases, leather briefcases, purses, pocket wallets, umbrellas in class 018.
1,607,316	BURBERRY	07/24/1990	For: spectacles, sunglasses fitted cases, frames and lenses, all for sunglasses, for spectacles in class 009.
1,747,765	BURBERRY	01/19/1993	For: wrist watches and straps and bracelets therefor, and cuff links in class 014.
2,624,684	BURBERRY	09/24/2002	For: retail store services featuring clothing, watches, sunglasses, accessories, shoes, luggage, leather goods and fragrances in class 035.
2,875,336	BURBERRY	08/17/2004	For: sunglasses, combined sunglasses, spectacles, optical glasses, fitted frames and lenses for the aforesaid goods; cases

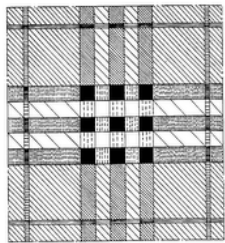
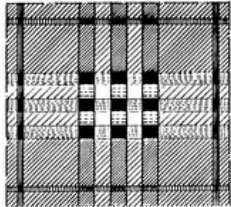
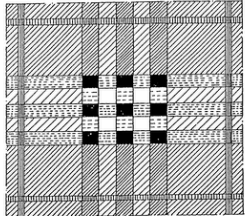
REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			<p>and holders for the aforesaid goods; parts and fittings for all the aforesaid goods; cases and holders for portable computers and mobile telephones in class 009.</p> <p>For: watches, clocks and parts and fittings for all the aforesaid goods, wrist watches and straps and bracelets therefor and pocket watches, jewelry, imitation jewelry, tie-pins and cuff links; and jewelry boxes, hat and shoe ornaments all made of precious metal or coated therewith in class 014.</p>
3,879,249	BURBERRY	11/23/2010	<p>For: articles of outer clothing, namely, coats, jackets, rainwear, ponchos, gilets, detachable coat linings, raincoats; blousons; casual coats; polo shirts; blouses; dresses; pyjamas; knitwear, namely, jerseys, jumpers, cardigans, sweaters, knitted leggings; shorts; trousers; suits; skirts; jackets; articles of underclothing, namely, boxer shorts, lingerie, loungewear, nightwear, underwear, undergarments; hosiery; headwear; footwear; sports clothing, namely, sweat pants, sweat shirts, swimwear; sports footwear; tracksuits; ready-made linings, namely, finished</p>

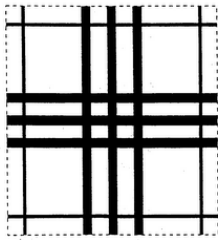
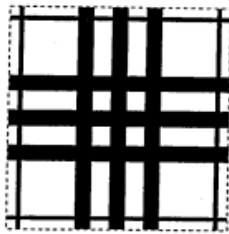
REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			textile linings for garments; ties; clothing belts; wraps; scarves; shawls and stoles; gloves in class 025.
3,898,440	BURBERRY	01/04/2011	For: articles made from material and textile, namely, bed blankets, blanket throws, children's blankets, lap blankets, towels, handkerchiefs, cushion covers in class 024.
4,702,550	BURBERRY	03/17/2015	For: candles in class 004.  For: metal key holders; metal key rings in class 006.  For: goods made of paper or cardboard, namely, paper labels, cardboard boxes, paper bags, paper gift tags; catalogues and pamphlets in the field of fashion; posters, photo albums; photographs; stationery; writing implements; wrapping and packaging materials, namely, gift wrapping paper, gift bags; paper ribbon; greeting cards, notelets; pen holders; book covers; notebooks for writing; paperweights; paper napkins; passport and document covers and holders in class 016.  For: all-purpose carrying bags, trunks, valises, suitcases, travelling bags, garment bags for travel, vanity cases sold

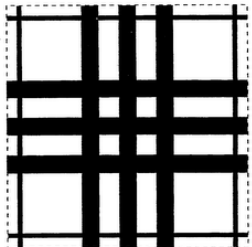
REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			<p>empty, rucksacks, satchels, holdalls, handbags, shoulder bags, attaché-cases, briefcases, credit card holders, briefcase-type portfolios, athletic and sports bags, beach bags, carry-on bags, clutch bags, duffel and gym bags, overnight bags, school book bags, tote bags, reusable shopping bags; purses, leather pouches, wallets; pochettes; luggage label holders; cosmetic cases and bags sold empty; cosmetic cases for manicure sets sold empty, jewelry rolls for travel; umbrellas, parasols; walking sticks and canes; clothing for pets; horse blankets, collars and leashes for animals in class 018.</p> <p>For: furniture; mirrors; picture frames; paper photo frames; ornaments of wood, horn, bone, shell, mother-of-pearl, and substitutes for all these materials; three dimensional plastic ornaments; mattresses, air mattresses for use when camping, bean bag chairs and beds, pet beds; cushions; window blinds; clothes hangers; fitted furniture coverings; deck chairs and folding chairs in class 020.</p> <p>For: buttons, hooks and eyes, snap fasteners, press studs, zip</p>

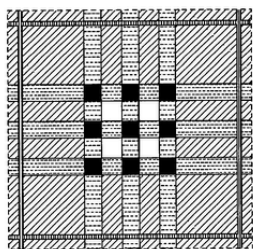
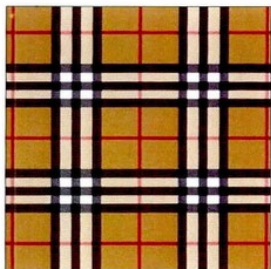
REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			<p>fasteners, haberdashery in the nature of fabric appliques, decorative ribbons, buckles for clothing, belts and shoes; ornamental novelty badges; articles for hair, namely, hair ties, hair bands, hair ribbons, hair clips in class 026.</p> <p>For: games, namely, board games, playing cards and card games, dice games, dominoes; playthings, namely, toy dolls, toy figurines, toy vehicles, stuffed toy animals including teddy bears, clothing for toys; Christmas tree decorations; sports equipment and covers and holders therefor, namely, covers for golf clubs, skis and tennis sports equipment in the nature of tennis racquets in class 028.</p>
3,202,484	BURBERRY LONDON	01/23/2007	For: articles of outer clothing, namely, coats, trench coats, casual coats, jackets, shirts, dresses, ties in class 025.
2,610,329	PRORSUM	08/20/2002	For: clothing, namely, footwear, raincoats, blousons, casual coats, polo shirts, blouses, dresses, skirts, jackets, trousers, suits, shirts in class 025.
2,654,697	PRORSUM	11/26/2002	For: articles of luggage, namely, suitcases, carry-on

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			bags, clutch bags, overnight bags, shoulder bags, tote bags, carryall bags, traveling bags, hand bags, wallets and purses in class 018.
510,077		05/24/1949	For: clothing – namely, coats and topcoats for men, women, and children; jackets for men, women and children; breeches for boys; suits for men and boys; waistcoats for men, women, and children; skirts for outer wear for women and children; capes for men, women, and children; hats and caps for men, women, and children; bonnets for children; hoods, and toques for men, women, and children; neckties for men, women and children; stockings and socks for men, women, and children; braces and suspenders for men, and children; belts for outer wear for men, women , and children; boots for men, women, and children, of leather and rubber or combinations of these materials; shoes and slippers for men, women, and children; of leather, rubber, and fabric or combinations of these materials; gloves for men, women, and children of leather and fabric in class 025.


REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
1,241,222		06/07/1983	For: coats, top coats, jackets, trousers, slacks, waistcoats, skirts, capes, hats, bonnets, berets, shirts, scarves, shawls and blouses in class 025.
1,855,154		09/20/1994	For: watches, and parts therefor; straps, bracelets for wrist watches; cuff links in class 014.
2,022,789		12/17/1996	<p>For: suitcases, traveling bags, holdalls, suit and garment carriers for travel, attaché cases, document cases, briefcases, purses, drawstring pouches, wallets, billfolds, passport holders, key cases, handbags, shoulder bags, credit card cases, business card cases, toilet bags sold empty, toilet cases sold empty, shaving bags sold empty, tie cases for travel, umbrellas and parasols in class 018.</p> <p>For: traveling comforter, namely, fabric blanket-like articles for keeping warm, e.g., when traveling in cold climates, or for use as a stadium blanket in class 024.</p> <p>For: clothing for men and women, namely, scarves, pullovers, cardigans, sweaters, overcoats, raincoats, shirts,</p>

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			belts; slippers for men in class 025.
2,612,272		08/27/2002	For: retail store services in the fields of clothing, accessories, shoes, luggage, leather goods and fragrances in class 035.
2,728,709		06/24/2003	For: fabrics for use in the manufacture of clothing, underclothes, swimwear, headwear, footwear, hosiery, socks; and belts; fabrics for use in the manufacture of cosmetics cases and bags, toiletry cases and bags, and shaving cases and bags; fabrics for use in the manufacture of purses, pouches, bags, luggage, carriers, travel bags, and suit and garment bags; fabrics for use in the manufacture of cases and holders for money, documents, keys, glasses, and ties; fabrics for use in the manufacture of umbrellas and parasols and cases thereof; fabrics for use in the manufacture of straps and bracelets for watches, and straps for shoes and bags; fabrics for use in the manufacture of lining for all the foregoing goods; comforters and blankets in class 024.

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
2,732,617		07/01/2003	<p>For: perfumes, eau de toilettes, eau de parfums; body lotion, soaps; personal deodorants; aftershave; shampoo for the hair and for the body; shower gels; bath gels in class 003.</p> <p>For: articles of luggage, namely, suitcases, athletic and sport bags, beach bags, carry-on bags, clutch bags; duffel and gym bags; overnight bags; school book bags, shoulder bags, tote bags, garment bags for travel, carryall bags, traveling bags, hand gabs, leather bags for computers and cameras; wallets and purses; toiletry bags sold empty and cosmetics bags sold empty; brief cases, satchels and portfolios; parasols, umbrellas, walking sticks; leather key fobs, leather key holders in class 018.</p> <p>For: articles of outerclothing, namely, coats, overcoats, trench coats, casual coats, raincoats, jackets and blousons, polo shirts, blouses, dresses, pyjamas, knitwear namely, jumpers, sweaters, gilets, knitted shirts, knitted skirts and knitted scarves; and shorts, trousers, suits, skirts, underclothes, hosiery, headwear, footwear, sports clothing namely, sports</p>

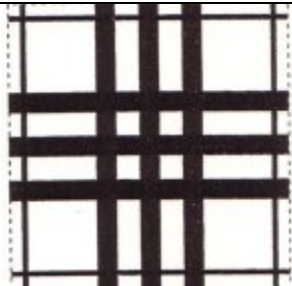

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			trousers, sports shorts, sports shirts, sports jackets, sports footwear; tracksuits; garments that can be attached to or detached from coats, raincoats, trench coats, or casual coats for additional warmth; ties, belts, wraps, serapes, scarves, shawls and stoles, gloves in class 025.
2,845,852		05/25/2004	For: sunglasses, spectacles, optical glasses; fitted frames and lenses for the aforesaid goods; cases and holders for the aforesaid goods; carrying cases and holders for portable computers and mobile telephones in class 009.
3,529,814		11/11/2008	<p>For: non-metal key fobs in class 020.</p> <p>For: blankets, throws, handkerchiefs, textile used as linings for clothing and accessories, fabrics for use in the manufacture of clothing, footwear, headwear, hosier, belts, bags, cases, holders and key rings, umbrellas, watches, jewelry, towels, blankets, throws in class 024.</p> <p>For: coats, detachable coat linings, rainwear, ponchos, jackets, gilets, jerseys, jumpers, sweaters, blouses, shirts, polo shirts, t-shirts, vests, dresses,</p>




REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			<p>skirts, trousers, jeans, shorts, ski wear, sports shirts, sports trousers, sweat shirts, waterproof clothing, namely, coats, jackets, and bikinis, sarongs, swimwear, bathrobes, boxer shorts, loungewear, nightwear, undergarments, ties, cravats, footwear, shoes, boots, athletic footwear, slippers, ballet slippers, socks, leggings, caps, hats, head scarves, belts, gloves, mufflers, scarves, shawls, stoles, pashminas, children's and infant's clothing, namely, coats, jackets, ponchos, jerseys, sweaters, blouses, shirts, t-shirts, singlets, vests, tank tops, waistcoats, suits, dresses, skirts, trousers, jeans, shorts, children's headwear, children's swimwear, children's nightwear, children's undergarments, and one-piece clothing, headwear, footwear; cloth bibs in class 025.</p> <p>For: teddy bears in class 028.</p> <p>For: retail store services in the fields of clothing, accessories, footwear, headgear, luggage, leather goods, timepieces, jewelry, eyewear and fragrances in class 035.</p>



REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
4,166,277		07/03/2012	<p>For: non-medicated toilet preparations; cosmetic preparations for the bath and shower; non-medicated body and skin care preparations; cosmetic preparations for care of teeth and for hair; nail care preparations and polish; nail accessories, namely, false nails; soaps; anti-perspirants, deodorants; perfumes, eau de cologne, eau de toilette and toilet water; essential oils, massage oil; potpourri, room fragrance and incense; cleaning preparations for leather and non-leather good in class 003.</p> <p>For: sunglasses, spectacles, optical glasses, fitted frames and lenses for the aforesaid goods, cases and holders for the aforesaid goods, and parts and fittings for all the aforesaid goods; cases and holders specially adapted for use with portable electronic devices, mobile telephones, portable audio and video systems and computers; camera cases; mobile phones and mobile phone accessories, namely, mobile phone covers and skins, charms and lanyards for mobile phones mobile phone fascias in the nature of protective covers in class 009.</p>


REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			<p>For: watches, clocks and parts, fittings and cases for all the aforesaid goods; watch straps and bracelets therefore; jewellery, imitation jewellery, tie-pins, tie clips and cuff links; articles made of precious metals or coated therewith, namely, key rings, charms, badges, shoe ornaments; jewellery boxes and cases; models and figures of precious metal in class 014.</p> <p>For: all-purpose carrying bags, trunks, valises, suitcases, travelling bags, garment bags, baby bags, baby carriers worn on the body, baby harnesses worn on the body, rucksacks, satchels, holdalls, handbags, shoulder bags, shopping bags, wheeled shopping bags; purses, pouches; wallets, key holders made of leather or imitations of leather, credit card holders of leather and imitations of leather, pochettes; labels, luggage labels and tags all made of leather and imitations of leather; cosmetic cases and bags sold empty, case for manicure sets sold empty; jewellery rolls for travel; umbrellas, parasols; clothing for pets; horse blankets; collars and leashes for animals in class 018.</p>

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			<p>For: textiles and textile items, namely, bed blankets, bed covers, bed linen, cot linen, duvets, and curtains; towels; face cloths; mattress covers; pillowcases; quilts and eiderdowns; bed sheets; table covers; unfitted fabric furniture covers, wall hangings, cushion covers; placemats of textile; handkerchiefs; travelling rugs; pet blankets; textile labels in class 024.</p> <p>For: clothing, namely, shirts, polo shirts, blouses, dresses, shorts, trousers, suits, skirts, jerseys, jumpers, sweaters, cardigans, gilets, t-shirts, singlets, vests, tank tops, waistcoats, jeans, pyjamas, coats, overcoats, trench coats, casual coats, raincoats, jackets, ponchos, blousons, capes, lingerie, underwear, undergarments, sleepwear, loungewear; ski wear, sports trousers, sports shorts, sports shirts, sports jackets, sweat pants, sweat shirts, sweat shorts, tracksuits, swimwear; ready-made linings sold as component parts of coats; clothing belts; ties, wraps, serapes, sarongs, scarves, shawls and stoles; gloves; tights, socks, stockings, hosiery, leggings; footwear; headwear in</p>

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			class 025.
4,441,542		11/26/2013	<p>For: sunglasses, camera cases, spectacles, optical glasses, mobile phone accessories, namely, mobile phone covers charms and lanyards for mobile phones; fitted frames and lenses for the aforesaid goods; cases and holders for the aforesaid goods; parts and fittings for all the aforesaid goods; cases and holders for portable electronic devices, namely, PDAs (personal digital assistants), smart phones, electronic book readers, tablet computers, netbooks, electronic notebooks, handheld computers and portable digital audio and/or video players, mobile telephones, portable audio and video systems and computers in class 009.</p> <p>For: watches, watch straps and bracelets therefor; jewelry, imitation jewelry, tie-pins, tie clips and cuff links; articles made of precious metals or coated therewith, namely, key rings in class 014.</p>
863,179		01/07/1969	For: coats, topcoats, jackets, suits, trousers, slacks, shorts, overalls, skirts, capes, hats, caps, bonnets, hoods, berets, neckties, stockings, socks, belts,

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			boots, shoes, slippers, sandals, gloves, shirts, collars, pajamas, dressing gowns, cardigans, sweaters, pullovers, scarves, blouses, beach robes, dresses, skiwear, and handkerchiefs in class 025.
1,622,186		11/13/1990	For: sunglasses, spectacles; frames and lenses in class 009.
1,903,508		07/04/1995	For: watches and parts therefor; straps, bracelets for wrist watches; jewelry costume jewelry; tie pins and cuff links in class 014.
2,512,119		11/27/2001	For: non-medicated toilet preparations, namely, perfumes, eau de cologne, and toilet water, shampoos, shower gels and bath gels; deodorants; shaving preparations in class 003.  For: articles of luggage, namely, suitcases, athletic and sport bags, beach bags, carry-on bags, clutch bags, overnight bags, shoulder bags, tote bags, carryall bags, traveling bags, hand bags, leather bags for computers and cameras; wallets and purses; toiletry bags sold empty and cosmetic bags sold empty; brief cases, satchels and

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			portfolios; cases for personal organizers and for mobile telephones; umbrellas, leather key fobs, leather key holders, and dog coats in class 018.
2,952,399		05/17/2005	<p>For: sunglasses, combined sunglasses, spectacles, optical glasses, fitted frames and lenses for the aforesaid goods; cases and holders for the aforesaid goods; parts and fittings for all the aforesaid goods; computer carrying cases and specialty holsters and cases for carrying mobile telephones in class 009.</p> <p>For: watches, and parts and fittings for all the aforesaid goods, wrist watches and straps and bracelets therefor and pocket watches, jewelry, imitation jewelry, tie-pins and cuff links; and jewelry boxes, all made of precious metal or coated therewith in class 014.</p>
3,766,097		03/30/2010	For: textiles and textile goods, namely, household linen, bed linen, bath linen, bed blankets, blanket throws, children's blankets, beach towels, handkerchiefs, unfitted fabric furniture covers, fabrics for textile use and textile used as lining for clothing, cushion covers in class 024.

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
4,065,311		12/6/2011	For: clothing, namely, baby layettes for clothing, shirts, polo shirts, blouses, dresses, shorts, trousers, skirts, jerseys, jumpers, sweaters, vests, t-shirts, tank tops, jeans, pajamas, coats, overcoats, jackets, raincoats in class 025.

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.*).

IT IS HEREBY ORDERED that Plaintiffs' Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
  - a. using BURBERRY Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Burberry product or not authorized by Burberry to be sold in connection with Burberry's BURBERRY Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Burberry product or any other product produced by Burberry, that is not Burberry's or not produced under the authorization, control or supervision of Burberry and approved by Burberry for sale under the BURBERRY Trademarks;
  - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Burberry, or are sponsored by, approved by, or otherwise connected with Burberry;
  - d. further infringing the BURBERRY Trademarks and damaging Burberry's goodwill; and
  - e. 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 Burberry, nor authorized by Burberry to be sold or offered for sale, and which bear any of Burberry's trademarks, including the BURBERRY Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
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, within three (3) business days of receipt of this Order, shall, at Burberry's choosing:
- a. permanently transfer the Defendant Domain Names to Burberry's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Burberry's selection; or
  - b. disable the Defendant Domain Names and make them inactive and untransferable.

3. The domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC (“GoDaddy”), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com (“PDR”), and Namecheap Inc. (“Namecheap”), within three (3) business days of receipt of this Order, shall take any steps necessary to transfer the Defendant Domain Names to a registrar account of Burberry’s selection.
4. 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 Defaulting Defendants’ websites at the Defendant Domain Names or other websites operated by Defaulting Defendants, including, without limitation, any online marketplace platforms such as iOffer, eBay, AliExpress, Alibaba, Amazon, Wish.com, and Dhgate, web hosts, sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers, Internet search engines such as Google, Bing and Yahoo, and domain name registrars, including, but not limited to, GoDaddy, Name.com, PDR, and Namecheap, (collectively, the “Third Party Providers”) shall within three (3) business days of receipt of this Order:
  - a. disable and cease providing services being used by Defaulting Defendants, currently or in the future, to engage in the sale of goods using the BURBERRY Trademarks;
  - b. 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 BURBERRY Trademarks; and
  - c. take all steps necessary to prevent links to the Defendant Domain Names identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.

5. Pursuant to 15 U.S.C. § 1117(c)(2), Burberry is awarded statutory damages from each of the Defaulting Defendants in the amount of one million dollars (\$1,000,000) for willful use of counterfeit BURBERRY Trademarks on products sold through at least the Defendant Internet Stores. The one million dollar (\$1,000,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Schedule A.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), Alipay, Wish.com, and Amazon Pay, shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any non-U.S. based accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
7. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Wish.com, and Amazon Pay, are hereby released to Burberry as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, are ordered to release to Burberry the amounts from Defaulting Defendants’ financial accounts within ten (10) business days of receipt of this Order.
8. Until Burberry has recovered full payment of monies owed to it by any Defaulting Defendant, Burberry shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified.

Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, shall within two (2) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits 3 and 4 to the Declaration of Dayanara Perez, and any e-mail addresses provided for Defaulting Defendants by third parties;
  - b. Restrain and enjoin such accounts or funds that are not U.S. based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. Release all monies restrained in Defaulting Defendants' financial accounts to Burberry as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. In the event that Burberry identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Burberry may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibits 3 and 4 to the Declaration of Dayanara Perez and any e-mail addresses provided for Defaulting Defendants by third parties.

10. The ten thousand dollar (\$10,000) cash bond posted by Burberry, including any interest minus the registry fee, is hereby released to Burberry or its counsel, Greer Burns & Crain, Ltd. The Clerk of the Court is directed to return the cash bond previously deposited with the Clerk of the Court to Burberry or its counsel by check made out to the Greer Burns & Crain IOLTA account.

This is a Final Judgment.

DATED: January 15, 2019

A handwritten signature in black ink, appearing to read 'S. L. Ellis', is written above a horizontal line.

Sara L. Ellis  
United States District Judge

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

NBA PROPERTIES, INC., MLB ADVANCED  
MEDIA, L.P., MAJOR LEAGUE BASEBALL  
PROPERTIES, INC., NHL ENTERPRISES,  
L.P., NFL PROPERTIES LLC, IMG  
COLLEGE LICENSING, LLC, and BOARD  
OF REGENTS FOR THE OKLAHOMA  
AGRICULTURAL AND MECHANICAL  
COLLEGES,

Plaintiffs,

v.

YU ZICHENG, et al.,

Defendants.

Case No. 19-cv-04412

**Judge Martha M. Pacold**

**Magistrate Judge Jeffrey Cummings**

**FINAL JUDGMENT ORDER**

This action having been commenced by Plaintiffs NBA Properties, Inc. (“NBAP”), MLB Advanced Media, L.P. (“MLBAM”), Major League Baseball Properties, Inc. (“MLBP”), NHL Enterprises, L.P. (“NHLE”), NFL Properties LLC (“NFLP”), IMG College Licensing, LLC (“IMGCL”), and Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, also known as the Board of Regents for Oklahoma State University (“OSU Board of Regents”) (collectively, “Plaintiffs”) against the defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Plaintiffs having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, the “Defaulting Defendants”);






This Court having entered upon a showing by Plaintiffs, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;




Plaintiffs having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or 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


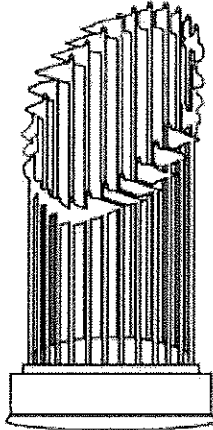
Defaulting Defendants having failed to answer the Amended Complaint or otherwise plead, and the time for answering the Amended Complaint having expired;

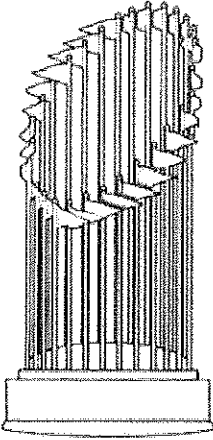
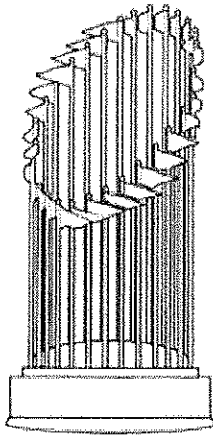
THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products using counterfeit versions of Plaintiffs' Trademarks (a list of which is included in the chart below).






<b>Registration Number</b>	<b>Trademark</b>	<b>Goods and Services</b>
1,833,902	NBA	For: clothing, namely, hosiery, footwear, sweat shirts, sweatpants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, rugby shirts, belts, ties, nightshirts, hats, warm-up suits, jackets, parkas, coats, cloth bibs, head bands and wrist bands in class 025.

2,183,983	NATIONAL BASKETBALL ASSOCIATION	For: clothing, namely, hosiery, footwear, t-shirts, sweat shirts, sweatpants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, rugby shirts, sweaters, belts, ties, nightshirts, hats, warm-up suits, jackets, parkas, coats, cloth bibs, head bands, wrist bands, aprons, boxer shorts, slacks, caps, ear muffs and gloves in class 025.
1,525,782		For: hosiery, footwear, t-shirts, sweat shirts, tank tops, pajamas, sport shirts, belts, nightshirts, stocking caps, warm-up or jogging suits, jackets, bibs, head bands and wrist bands in class 025.  For: entertainment services, namely, organizing and conducting basketball exhibitions in class 041.
1,715,549		For: jewelry; namely, wrist watches, pins, earrings, necklaces, rings, cuff links and belt buckles in class 014.
1,966,924		For: clothing, namely hosiery, footwear, t-shirts, sweat shirts, sweatpants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, rugby shirts, sweaters, belts, ties, nightshirts, hats, warm-up suits, jackets, parkas, coats, cloth bibs, head bands, wrist bands, aprons, boxer shorts, slacks, caps, ear muffs, and gloves in class 025.
2,157,039		For: clothing, namely, hosiery, footwear, sweat shirts, sweatpants, pants, tank tops, jersey, shorts, pajamas, sport shirts, rugby shirts, sweaters, belts, ties, nightshirts, warm-up suits, parkas, coats, cloth bibs, head bands and wrist bands in class 025.
2,079,493		For: clothing, namely, hosiery, footwear, sweat shirts, sweatpants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, rugby shirts, sweaters, belts, ties, nightshirts, warm-up suits, parkas, coats, cloth bibs, head bands and wrist bands in class 025.

5,237,767		For: Jewelry; costume jewelry; beaded jewelry; rubber or silicon wristbands in the nature of a bracelet, beaded necklaces; beads for use in the manufacture of jewelry; earrings, necklaces, rings, bracelets, cuff links, pendants, charms for collar jewelry and bracelets; clocks; watches; watch bands and watch straps, watch cases, watch fobs; jewelry boxes, tie clips; medallions; non-monetary coins of precious metal; precious metals; key chains of precious metal; key chains as jewelry; figures and figurines of precious metal; trophies of precious metals in class 014.
1,620,020	MAJOR LEAGUE BASEBALL	For: clothing, namely, shirts, shorts, dresses, socks, underwear, jackets, sweaters, pants, visors, caps, bibs, infantwear, namely, baby shorts sets, romper sets, baby pants, coveralls; outerwear, namely, uniforms and pullovers, ties, robes and loungewear, sweatshirts, knitted headwear, hosiery, wristbands, robes and shoes in class 025.
2,779,958	MLB	For: clothing, namely, caps, hats, visors, knitted headwear, headbands, shirts, t-shirts, tank tops, sweaters, turtlenecks, pullovers, vests, shorts, pants, dresses, baseball uniforms, jerseys, sweatshirts, sweatpants, underwear, boxer shorts, sleepwear, jackets, cloth bibs, infantwear, rompers, coveralls, creepers, baby booties, ties, wristbands, scarves, socks, hosiery in class 025.
1,617,698		For: clothing, namely, shirts, shorts, dresses, socks, underwear, jackets, sweaters, pants, visors, caps, bibs, infantwear, namely, baby shorts sets, romper sets, baby pants, coveralls; outerwear, namely, uniforms and pullovers, ties, robes and loungewear, sweatshirts, knitted headwear, hosiery, wristbands, robes, and shoes in class 025.
2,569,970		For: jewelry, namely, bracelets, charms, earrings, rings, necklaces, pendants, watches, costume jewelry, medallions, lapel pins, tie clips, tie fasteners, cuff links, belt buckles of precious metal, money clips of precious metal, clocks, non-monetary coins of precious metal in class 014.

2,573,503		For: clothing, namely, caps, hats, visors, knitted headwear, shirts, t-shirts, tank tops, sweaters, turtlenecks, pullovers, vests, shorts, baseball uniforms, jerseys, warm-up suits, sweatshirts, sweatpants, underwear, boxer shorts, robes, sleepwear, jackets, cloth bibs, infantwear, infant diaper covers, cloth diaper sets with undershirt and diaper cover, rompers, coveralls, creepers, baby booties, ties, belts, wristbands, scarves, footwear, socks, slippers, aprons in class 025.
3,410,585	WORLD SERIES	For: Jewelry, namely, bracelets, earrings, pendants, watches, costume jewelry, rubber or silicone bracelets and wristbands in the nature of bracelets, medallions, ornamental metal pins, lapel pins, cuff links, money clips of precious metal, metal key chains of precious metal, metal key rings of precious metal, clocks, wall clocks, and non-monetary coins of precious metal in class 014.
5,510,999		For: Clothing, namely, headwear, shirts, sweatshirts, jackets, infant wear in class 025.


5,511,001		For: trophies of common metal in class 006.
5,511,002		For: trophies of precious metal; ornamental pins; lapel pins; rings; bracelets; charms for jewelry; non-monetary coins; clocks; key chains; key rings in class 014.
1,962,135	NHL	For: clothing, namely, shirts, jerseys, sweaters, jackets, sweatshirts, t-shirts, pants, sweatpants, warm-up suits, wristbands, headbands, shorts, caps, hats, socks, nightshirts, scarves, mittens and cloth bibs in class 025.
2,422,903	STANLEY CUP	For: clothing, namely, caps, cloth bibs, hats, jackets, jerseys, shirts, shorts, sweaters, sweatpants, sweatshirts, t-shirts, ties, vests and warm-up suits in class 025.
4,631,182	NHL	For: items made of precious and non-precious metals, namely, commemorative coins, and medals; trophies and key chains made of precious metals; jewelry, charms, earrings, medallions, rings, necklaces, tie tacks, pins in the nature of jewelry; chronometric instruments in the nature of docks and clocks in class 014.
4,767,415	STANLEY CUP	For: precious metal trophies in class 014.



1,678,612		For: clothing and footwear; namely, jerseys, sweaters, jackets, sweatshirts, t-shirts, sweatpants, shirts, caps, hats in class 025.
3,248,499		For: clothing, namely, bandannas, beach cover-ups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, footwear, ear muffs, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rain wear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, t-shirts, ties, toques, underwear, vests, warm-up suits and wristbands in class 025.
5,165,350		For: items made of precious and non-precious metals, namely, commemorative coins, and medals; trophies and key chains made of precious metals; jewelry, charms, earrings, medallions, rings, necklaces, tie tacks, pins in the nature of jewelry; chronometric instruments in the nature of docks and clocks in class 014.
2,395,418		For: clothing, namely, caps, cloth bibs, hats, jackets, jerseys, shirts, shorts, sweaters, sweatpants, sweatshirts, t-shirts, ties, vests and warm-up suits in class 025.
4,677,429		For: Items made of precious and non-precious metals, namely, commemorative coins, and medals; key chains made of precious metals; jewelry, charms, earrings, medallions, rings, necklaces, tie tacks, pins in the nature of jewelry; chronometric instruments in the nature of docks and clocks in class 014.
1,076,139	NATIONAL FOOTBALL LEAGUE	For: promoting the interests of member football clubs, scheduling games, and promoting interest in football in class 041.
2,919,270	NFL	For: toys and sporting goods, namely, plush toys, stuffed animals, play figures, golf balls, golf bags, golf clubs, golf club covers, bowling balls, bowling bags, footballs, toy banks, hand held unit for playing electronic games; hand held unit for playing video



		<p>games; board games relating to football, checker sets, chess sets, dominoes, Christmas tree ornaments, balloons, jigsaw puzzles, windsocks, kites, toy trucks, football shoulder pads, elbow, hand and knee pads, all for athletic use; billiard game playing equipment, exercise equipment, namely, chest protectors for sports, dart boards and dart board cases, volleyball equipment, namely, volleyballs fishing equipment, namely, fishing lures and fishing rods, handle grips for sporting equipment, athletic equipment, namely, personal floor mats, mouth guards, athletic sports wraps and athletic tape, snow sleds for recreation use, swim boards for recreation use, toy vehicles, toy model train sets, yo-yos in class 028.</p>
3,394,343	NFL	<p>For: Football helmets, cell phone covers, magnetic coded charge cards, decorative magnets, prerecorded DVDs featuring the sport of football, computer game software and disks, computer mouse pads, sunglasses in class 009.</p> <p>For: Jewelry, pins, bracelets, charms, rings, collectible coins, commemorative coins, coins of precious metal, pendants and key chains made of precious metal in class 014.</p> <p>For: Posters, calendars, trading cards, series of books relating to football, notepads, stickers, printed tickets to sports games and events; note paper, pictorial prints, picture postcards, art pictures, paper gift bags, paper decorations; collectible cards; collectible card and memorabilia holders; souvenir programs for sports events in class 016.</p> <p>For: Men's, women's and children's clothing, namely, fleece tops and bottoms, headwear, caps, knit hats, t-shirts, shirts, turtlenecks, sweatshirts, shorts, tank tops, pants, jackets, golf shirts, knit shirts, jerseys, gloves, ties, cloth bibs; night shirts and pajamas; underwear, socks; towels in class 025.</p> <p>For: Television broadcasting services; television transmission services; cable television broadcasting; radio broadcasting; broadcasting programming on the Internet; information transmission via electronic</p>



		<p>communications networks; transmission of information through video communication systems; communication services, namely, audio and video broadcasting; broadcasting services and provision of telecommunication access to video and audio content provided via a video on demand; streaming of audio material on the Internet; streaming of video material and podcasts on the Internet; electronic delivery of images and photos via a global computer network; providing multiple-user access to a global computer information network for the purpose of participating in interactive polling in the field of football; wireless communications services, namely, transmission of text, graphics, data, and entertainment information to mobile phones; mobile media and entertainment services in the nature of electronic transmission of entertainment media content in class 038.</p> <p>For: Education and entertainment services in the nature of professional football games and exhibitions; providing sports and entertainment information via a global computer network or a commercial on-line computer service or by cable, satellite, television and radio; arranging and conducting athletic competitions, namely, professional football games and exhibitions; football fan club services; entertainment services, namely, musical and dance performances provided during intervals at sports events; educational services, namely, physical education programs; production of radio and television programs; live shows featuring football games, exhibitions, competitions, and musical and dance performances; sporting and cultural activities; distribution of television programming to cable and satellite television systems; distribution of television programs for others in class 041.</p>
3,581,281		<p>For: Football helmets, cell phone covers, magnetic coded charge cards, decorative magnets, prerecorded compact discs, and DVDs featuring the sport of football, computer game software and disks, computer mouse pads, sunglasses, eyeglass cases, and CD storage cases in class 009.</p>

		<p>For: Jewelry, clocks, pins, bracelets, necklaces, charms, rings, collectible coins, commemorative coins, non-monetary coins of precious metal, pendants and key chains made of precious metal in class 014.</p> <p>For: Posters, calendars, trading cards, a series of books in the field of football, magazines in the field of football, notepads, stickers, bumper stickers, and greeting cards; printed tickets to sports games and events; note paper, pictorial prints, picture postcards, art pictures, stationery, stationery-type portfolios, wrapping paper, paper table cloths, paper napkins, paper gift bags, paper party decorations; printed collectible cards; collectible card and memorabilia holders; souvenir programs for sports events in class 016.</p> <p>For: Towels in class 024.</p> <p>For: Clothing, namely, fleece tops and bottoms, headwear, caps, knit hats, t-shirts, shirts, turtlenecks, sweatshirts, shorts, tank tops, sweaters, pants, jackets, golf shirts, knit shirts, jerseys, wristbands, warm up suits, gloves, ties, cloth bibs; sleepwear, namely, bathrobes, and pajamas; underwear, socks; footwear; sneakers in class 025.</p> <p>For: Toys and sporting goods, namely, plush toys, stuffed animals, play figures, golf balls, golf bags, golf club covers, footballs, toy banks, board games relating to football, playing cards, Christmas tree ornaments, balloons, jigsaw puzzles, toy, toy cars and trucks, billiard balls, dart boards, playing cards, miniature helmets in class 028.</p> <p>For: Association services, namely, promoting the interests of professional football clubs; promoting the interests of member football clubs; scheduling games for member teams; promoting public interest in football; association services, namely, providing a forum for member football clubs to showcase, display, demonstrate and promote ideas, products, and services in connection with football; promotion of sporting and cultural activities in class 035.</p>
--	--	--





		<p>For Education and entertainment services in the nature of professional football games and exhibitions; providing sports and entertainment information via a global computer network or a commercial on-line computer service, or by cable, satellite, television or radio; arranging and conducting athletic competitions, namely, professional football games and exhibitions; football fan club services, namely, personal appearances by a costumed mascot for professional football teams; entertainment services, namely, live musical and dance performances provided during intervals at sports events; educational services, namely, conducting physical education programs; production of radio and television programs; presentation of live shows featuring football games, exhibitions, competitions, and musical and dance performances; organization of sporting and cultural activities; entertainment services, namely, an on-going series featuring football provided through cable television, satellite television, and television and radio broadcasts in class 041.</p>
3,286,411		<p>For: Luggage, shoulder bags, beach bags, duffle bags, all purpose sports bags, sports equipment bags, school bags, tote bags, knapsacks, rucksacks, wallets, umbrellas, waist packs, leather key fobs, luggage tags in class 018.</p> <p>For: Textile goods, namely, cloth flags, curtains, quilts, towels, sheets, pillowcases, comforters, blankets, pillow shams, textile fabric for the manufacture of clothing, oven mitts, shower curtains, pot holders, textile wall hangings, fabric throws in class 024.</p> <p>For: Marketing services, namely, promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with various football personalities and/or the sport of football; dissemination of advertising for others via an on-line electronic communications network; promoting the sale of credit card accounts through the administration of incentive award programs; direct mail advertising for others in class 035.</p>

3,661,464		For: Handbags, luggage, shoulder bags, beach bags, duffle bags, clutch bags, all purpose sport bags, bags for sports, school bags, tote bags, knapsacks, wallets, travel bags, backpacks, umbrellas and luggage tags in class 018.
2,954,420	SUPER BOWL	For: men's, women's and children's clothing, namely, fleece tops and bottoms, caps, headwear, T-shirts, sweatshirts, shorts, tank tops, sweaters, pants, jackets, turtlenecks, golf shirts, knit shirts, jerseys, wind resistant jackets, cloth bibs, sleepwear, namely, night shirts and pajamas, knit hats and caps, and scarves in class 025.
3,138,590	SUPER BOWL	<p>For: Football helmets, cell phone covers, decorative magnets, prerecorded DVDs all featuring the sport of football, computer mouse pads in class 009.</p> <p>For: Jewelry, watches, clocks, pins, earrings, necklaces, bracelets, belt buckles made primarily of precious metals, charms, money clips made primarily of precious metals, rings, collectible coins, commemorative coins in class 014.</p> <p>For: Posters, trading cards, series of books relating to football, magazines relating to football, notepads, stickers, bumper stickers, printed tickets to sports games and events; pens note paper, pictorial prints, art pictures, paper table cloths, paper party invitations, paper decorations, collectible cards; collectible card and memorabilia holders, souvenir programs for sports events in class 016.</p> <p>For: Toys and sporting goods, namely, plush toys, stuffed animals, play figures, golf balls, footballs, Christmas tree ornaments, balloons, jigsaw puzzles, miniature helmets in class 028.</p>
2,941,347		For: men's, women's and children's clothing, namely, fleece tops, caps, headwear, T-shirts, sweatshirts, jackets, jerseys, wind resistant jackets, knit hats and caps in class 025.

3,138,589		<p>For: Football helmets, decorative magnets, and DVDs featuring the sport of football, computer game software in class 009.</p> <p>For: Jewelry, pins, collectible coins, commemorative coins in class 014.</p> <p>For: trading cards, series of books relating to football, collectible cards; collectible card and memorabilia holders, souvenir programs for sports events in class 016.</p> <p>For: footballs, Christmas tree ornaments in class 028.</p>
1,891,318	THE COLLEGIATE LICENSING COMPANY	For: business consultation in the field of trademark licensing management, market development in the field of trademark licensing programs and administration of trademark licensing for others in class 035.
1,891,319	CLC	For: business consultation in the field of trademark licensing management, market development in the field of trademark licensing programs and administration of trademark licensing for others in class 035.
3,163,116	COLLEGE VAULT	For: clothing, namely, sweatshirts, sweatpants, shirts, T-shirts, sweaters, hats, caps, jackets, coats, uniforms, jerseys, undergarments, scarves, ties, visors, shorts, rainwear, and gloves in class 025.
1,578,038		For: licensing services in the field of collegiate products and promotions for colleges, universities and post-season bowls in class 035.

2,071,504		<p>For: licensing services in the field of collegiate products and promotions for colleges, universities and post-season bowls in class 035.</p>
3,221,094		<p>For: video game discs, and video game software, decorative magnets, computer mouse pads, neon signs, sunglasses in class 009.</p> <p>For: jewelry including watches, clocks, charms, pendants, earrings, cuff links, powder compacts of precious metal, lapel pins, tie tacks and bars, medals, and commemorative coins in class 014.</p> <p>For: paper and paper products, namely, spiral notebooks, pens, pencils, greeting cards, postcards, prints, letter openers, decals, bumper stickers, calendars, paper napkins, note pads, checkbook covers, bank checks, bookmarks, loose leaf binders, stationery-type portfolios, desk sets, book covers, bookends, trading cards, pen and pencil cases, paper weights, posters, and stickers in class 016.</p> <p>For: luggage, namely, athletic bags, attache cases, backpacks, barrel bags, book bags, duffel bags, tote bags, garment bags for travel, wallets, billfolds, purses, briefcase-type portfolios, key cases, business and credit card cases, change purses, umbrellas, patio umbrellas, animal leashes and collars for pets in class 018.</p> <p>For: furniture and plastics, namely, mirrors, picture frames, pillows, plaques, and wind chimes in class 020.</p> <p>For: house wares and household goods, namely, non-metal piggy banks, wicker baskets, beer mugs, portable beverage coolers, drinking glasses, bottle openers, lunch boxes, soap dishes, ice buckets, coasters not of paper and not being table linen, coffee cups, plates, commemorative plates, paper plates, cookie jars, bowls, shot glasses, fitted picnic</p>

		<p>baskets, stained glass decorations, statues made of china, crystal, glass, or porcelain, and plastic cups in class 021.</p> <p>For: textiles, namely, textile fabrics for home and commercial interiors, curtains, cloth pennants, cloth flags, bed blankets, throw blankets, bed sheets, pillow cases, bed spreads, pot holders, kitchen towels, oven mitts, bath towels, and washcloths in class 024.</p> <p>For: apparel, namely, t-shirts, polo shirts, rugby tops, jerseys, turtlenecks, infant one piece outfits, pajamas, boxer shorts, nightshirts, tank tops, shorts, pants, jeans, socks, ties, scarves, shoes, slippers, sandals, nightgowns, sweatpants, sweatshirts, wristbands, head bands, hats, caps, visors, aprons, blazers, vests, jackets, raincoats, ponchos, leather coats, wind resistant jackets, warm up suits, athletic uniforms, bandanas, suspenders, cloth bibs, booties, bathing trunks, bikinis, gloves, mittens, bathing suits, bathing caps, and belts in class 025.</p> <p>For: games and playthings, namely, stuffed toy animals, stuffed toys, balloons, board games, flying discs, dolls, toy vehicles, plush toys, toy banks, playing cards, bean bags, basketballs, footballs, miniature basketball hoop and backboard, golf balls, golf clubs, golf putters, golf club covers, golf tees, golf gloves, basketball backboard, yo-yos, ornaments for the Christmas tree, snow globes in class 028.</p>
3,192,894	OKLAHOMA STATE UNIVERSITY	<p>For: Clothing, namely, t-shirts, sweatshirts, cooking aprons and caps in class 025.</p> <p>For: Education and entertainment services, namely providing course of instruction at the university level; educational research, arranging and conducting athletic events and tournaments, exhibitions, conferences, live performances and festivals in class 041.</p>
3,801,872	O STATE	<p>For: Clothing, namely, caps, footwear, hats, jackets, jerseys, shirts, shoes, shorts, sweat pants, sweat suits, sweaters, T-shirts, visors in class 025.</p>

1,979,819		For: Clothing, namely athletic uniforms, caps, footwear, hats, jackets, jerseys, shirts, shoes, shorts, sweat pants, sweat shirts, sweat suits, sweaters, T-shirts, visors in class 025.
2,623,574		For: Clothing, namely, shirts and hats in class 025.
2,708,673		For: Hats in class 025.
1,602,422		For: Clothing, namely men's and women's shirts in class 025.
3,944,747	BEDLAM	<p>For: Clothing and sports clothing, apparel and outerwear, namely, t-shirts, shirts, sweatshirts, shorts, hats, caps and visors in class 025.</p> <p>For: Entertainment services, namely, organizing collegiate sporting events; entertainment in the nature of collegiate football, men's and women's basketball, baseball, softball, soccer, wrestling, men's and women's tennis, men's and women's cross country, men's and women's golf, men's and women's indoor track and field, and men's and women's outdoor track and field events in class 041.</p>

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.*).

IT IS HEREBY ORDERED that Plaintiffs' Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
  - a. using Plaintiffs' Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not Plaintiffs' genuine product or not authorized by Plaintiffs to be sold in connection with Plaintiffs' Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as Plaintiffs' genuine product or any other product produced by Plaintiffs, that is not Plaintiffs' or not produced under the authorization, control or supervision of Plaintiffs and approved by Plaintiffs for sale under Plaintiffs' Trademarks;
  - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiffs, or are sponsored by, approved by, or otherwise connected with Plaintiffs;
  - d. further infringing Plaintiffs' Trademarks and damaging Plaintiffs' goodwill; and
  - e. 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 Plaintiffs, nor authorized by

Plaintiffs to be sold or offered for sale, and which bear any of Plaintiffs' trademarks, including the Plaintiffs' Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.

2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order, shall, at Plaintiffs' choosing:
  - a. permanently transfer the Defendant Domain Names to Plaintiffs' control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Plaintiffs' selection; or
  - b. disable the Defendant Domain Names and make them inactive and untransferable.
3. The domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC ("GoDaddy"), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com ("PDR"), and Namecheap Inc. ("Namecheap"), within three (3) business days of receipt of this Order, shall take any steps necessary to transfer the Defendant Domain Names to a registrar account of Plaintiffs' selection.
4. 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 Defaulting Defendants' websites at the Defendant Domain Names or other websites operated by Defaulting Defendants, including, without limitation, any online marketplace platforms such as iOffer, eBay, AliExpress, Alibaba, Amazon, Wish.com, and Dhgate, web hosts, sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers,

Internet search engines such as Google, Bing and Yahoo, and domain name registrars, including, but not limited to, GoDaddy, Name.com, PDR, and Namecheap, (collectively, the “Third Party Providers”) shall within three (3) business days of receipt of this Order:

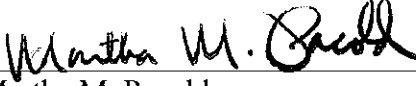
- a. disable and cease providing services being used by Defaulting Defendants, currently or in the future, to engage in the sale of goods using the Plaintiffs’ Trademarks;
  - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Plaintiffs’ Trademarks; and
  - c. take all steps necessary to prevent links to the Defendant Domain Names identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
5. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit Plaintiffs’ Trademarks on products sold through at least the Defendant Internet Stores. The five hundred thousand dollar (\$500,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Schedule A.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), Alipay, Wish.com, and Amazon Pay, shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any non-U.S. based accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

7. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Wish.com, and Amazon Pay, are hereby released to Plaintiffs as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, are ordered to release to Plaintiffs the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.
8. Until Plaintiffs have recovered full payment of monies owed to them by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, shall, within two (2) business days:
  - a. locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits 1 and 2 to the Declaration of Lindsay Conn, and any e-mail addresses provided for Defaulting Defendants by Third Party Providers;
  - b. restrain and enjoin such accounts or funds that are not U.S. based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. release all monies restrained in Defaulting Defendants' financial accounts to Plaintiffs as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

9. In the event that Plaintiffs identify any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiffs may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibits 1 and 2 to the Declaration of Lindsay Conn and any e-mail addresses provided for Defaulting Defendants by Third Party Providers.
10. The ten thousand dollar (\$10,000) cash bond posted by Plaintiffs, including any interest minus the registry fee, is hereby released to Plaintiffs or their counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the cash bond previously deposited with the Clerk of the Court to Plaintiffs or their counsel by check made out to the Greer, Burns & Crain IOLTA account.

This is a Final Judgment.

DATED: ~~September~~ <sup>October</sup> 8, 2019

  
\_\_\_\_\_  
Martha M. Pacold  
United States District Judge

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

H-D U.S.A., LLC,

Plaintiff,

v.

DLLL, et al.,

Defendants.

Case No. 19-cv-07629

**Judge Robert W. Gettleman**

**Magistrate Judge Sidney I. Schenkier**

**FINAL JUDGMENT ORDER**

This action having been commenced by Plaintiff H-D U.S.A., LLC ("Harley-Davidson") against the defendants identified on Schedule A, and using the Online Marketplace Accounts identified on Schedule A (collectively, the "Defendant Internet Stores"), and Harley-Davidson having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, the "Defaulting Defendants");

This Court having entered upon a showing by Harley-Davidson, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

Harley-Davidson 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 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

Defaulting Defendants having failed to answer the Amended Complaint or otherwise plead, and the time for answering the Amended Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products using infringing and counterfeit versions of the HARLEY-DAVIDSON Trademarks (a non-exclusive list of which is included in the chart below).

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
4,771,447	HARLEY-DAVIDSON	July 14, 2015	For: House mark for a full line of jewelry in class 014
3,690,031	HARLEY-DAVIDSON	Sep. 29, 2009	For: Non-luminous, non-mechanical tin signs, non-luminous, non-mechanical metal signs, tool boxes of metal, tool chests of metal, key rings of metal, and metal personal identification tags in class 006
3,490,890	HARLEY-DAVIDSON	Aug. 26, 2008	For: House mark for a line of motorcycles, structural parts for motorcycles and related motorcycle accessories, namely, seats, backrests, decorative fuel tank panels, transmission gears, fuel tanks, wheel sprockets, gear shifts, clutches, battery covers and straps, front rear, and intermediate kickstands, hub caps, shift knobs, foot rests and extensions, windshields, leg shields, fender tips, brake pedals, handlebar grips, safety guards, namely, bars for attachment to motorcycles, steering dampers, shock absorbers, spare wheels, spare wheel carriers, boot guards, namely, mud flaps and fenders, saddle covers,


			luggage carriers, license plate frames, handlebar cross bars, foot pedal pads, tank and fender pads, rearview, fenders and skirts, and wheel balance weights in class 012
3,393,840	HARLEY-DAVIDSON	Mar. 11, 2008	For: House mark for a full line of clothing, footwear and headwear in class 025
2,281,489	HARLEY-DAVIDSON	Sep. 28, 1999	For: Necklaces, bracelets, and watch bands in class 014
1,621,383	HARLEY-DAVIDSON	Nov. 06, 1990	For: Model toy motorcycles, miniature motorcycle replicas, model toy trucks, and electronically operated toy motorcycles in class 028
1,606,282	HARLEY-DAVIDSON	Jul. 17, 1990	For: Safety goggles, protective helmets and sunglasses in class 009
1,602,474	HARLEY-DAVIDSON	Jun. 19, 1990	For: Belt buckles in class 026
1,450,348	HARLEY-DAVIDSON	Aug. 04, 1987	<p>For: metal articles, namely, key fobs, key chains and license plate holders in class 006</p> <p>For: Knife sheaths in class 008</p> <p>For: Necklaces, earrings, pins of non-precious metals, clocks and watches in class 014</p> <p>For: Children's books, bumper stickers, removable tattoos, pressure sensitive decals, checkbook covers, and playing cards in class 016</p> <p>For: Leather goods, namely, purses, wallets, duffle bags, motorcycle saddle bags, and key fobs in class 018</p> <p>For: Mirrors in class 020</p>



			<p>For: Mugs, drinking glasses, coasters, decanters, cups, and plastic mugs in class 021</p> <p>For: Towels, and bed spreads in class 024</p> <p>For: Sweat pants, sweaters, suspenders, scarves, bandanas, leather clothing, namely, jackets, vests, gloves, jeans, chaps, tops, boots, shorts, caps, belts, and parts of footwear, namely boot tips, in class 025</p> <p>For: Stuffed toy animals, toy banks, and model kits in class 028</p> <p>For: Cigarette cases, lighter cases, and cigarette lighters in class 034</p>
1,311,457	HARLEY-DAVIDSON	Dec. 25, 1984	<p>For: Repair and Servicing of Motorcycles in class 037</p> <p>For: Retail store services in the field of motorcycles in class 042</p>
1,234,404	HARLEY-DAVIDSON	Apr. 12, 1983	<p>For: Sunglasses and Protective Helmets for Motorcyclists in class 009</p> <p>For: Clothing-Namely, Jackets, Pants, Shirts, T-Shirts, Vests, Jeans, Riding Suits, Bandannas, Rain Suits, Shorts, Nightgowns, Halters, Underwear, Tank Tops, Sweatshirts, Night Shirts, Socks, Gloves, Hats, Caps and Boots in class 025</p>
1,219,955	HARLEY-DAVIDSON	Dec. 14, 1982	<p>For: Parts and service manuals for motorcycles, parts catalogs for motorcycles, newsletters and magazines dealing with motorcycles, calendars, posters,</p>



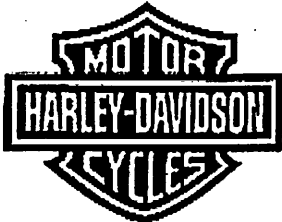
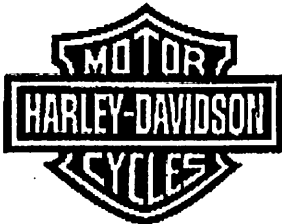
			and decals in class 016
1,078,871	HARLEY-DAVIDSON	Dec. 06, 1977	For: Vehicles-namely, motorcycles in class 012
526,750	<b>HARLEY - DAVIDSON</b>	Jun. 27, 1950	For: Motorcycles and structural parts thereof; accessories-namely, intermediate stands, seats, foot rests and extensions, windshields, fender tips, exhaust stacks, grips, name plates, saddle covers, luggage carriers, license frames, foot pedal pads, tandem seats, foot rests, and rear view mirrors in classes 007, 012, 022, and 027
508,160	HARLEY-DAVIDSON	Apr. 05, 1949	For: Electric lamps and spare parts for same; spark plugs; and electric signs in classes 007, 009, 011, 012, and 015
507,163	HARLEY-DAVIDSON	Mar. 01, 1949	For: Motorcycle shirts; sweaters; breeches; neckties; coveralls; rain coats and hats; jackets; helmets; caps; and boots in class 025
1,708,362	HARLEY	Aug. 18, 1992	For: Embroidered patches for clothing in class 026
1,683,455	HARLEY	Apr. 14, 1992	For: Shirts, tank tops, boots, and sweatshirts in class 025
1,406,876	HARLEY	Aug. 26, 1986	For: Clothing; namely--tee shirts for men, women and children; knit tops for women and girls; and children's shirts in class 025
1,352,679	HARLEY	Aug. 06, 1985	For: Motorcycles in class 012
4,955,539	HARLEY	May 10, 2016	For: Watches, rings, bracelets, necklaces, earrings, pins being jewelry; jewelry, namely; wrist cuffs, pendants, charms and ride beads for making jewelry in class 014
1,793,137	HARLEY OWNERS GROUP	Sep. 14, 1993	For: Hunting knives, pocket knives and knife cases in class 008

			<p>For: Road atlases, newsletters, magazines relating to motorcycling, playing cards, and decals in class 016</p> <p>For: Key fobs, luggage, tote bags, and travel bags in class 018</p> <p>For: Plastic and ornamental pins and badges in class 020</p> <p>For: Glasses, mugs, cups, and insulated can holders in class 021</p> <p>For: Textile flags and banners in class 024</p> <p>For: Clothing, namely, shirts, sweatshirts, t-shirts, caps, hats, jacket, vests, and bandanas in class 025</p> <p>For: Belt buckles and ornamental patches in class 026</p>
1,654,280	HD	Aug. 20, 1991	For: Jewelry, namely lapel pins, earrings, necklaces and bracelets in class 014
1,597,427	HD	May 22, 1990	For: Leather goods, namely, wallets and ladies' purses in class 018
2,315,877	HD	Feb. 8, 2000	For: Shirts, jackets, vests, T-shirts, nightgowns, sweatshirts, nightshirts, gloves, hats, leather gloves in class 025
1,534,449	HD	Apr. 11, 1989	For: Decorative cloth patches and belt buckles of non-precious metal in class 026
2,042,130	HD	Mar. 4, 1997	For: Cigarette lighters, cigarette cases not made of precious metals, and holders for cigarette lighters not made of precious metals in class 034


1,716,992	HOG	Sep. 15, 1992	<p>For: Metal badges; figurines made of metal in class 006</p> <p>For: Clocks, watches, jewelry of precious and non-precious metal, namely, pins, charms, earrings, bracelets, necklaces, and rings; ornamental lapel pins; ashtrays, cigarette cases and holders of cigarette lighters of precious metals; belt buckles of precious metal in class 014</p> <p>For: Greeting cards, road atlas, posters, calendars, newsletters, books and magazines relating to motorcycling, paper banners relating to motorcycling, playing cards, decals, note paper, pens and pencils, checkbook clutches in class 016</p> <p>For: Drinking steins; glassware, namely, plates, cup saucers, glasses and other containers for food and beverage; mugs, cups, insulated can holders, commemorative plates, toothbrushes, quencher cups and figurines made of ceramic, porcelain and glass; leather can, glass and mug holders in class 021</p> <p>For: Flags and banners not of paper in class 024</p> <p>For: Clothing, namely, shirts, sweatshirts, t-shirts, caps, hats, jackets, vests, socks, shoes, boots, scarves, belts, sweat pants, pants, bandanas, gloves, suspenders, chaps, rainsuits, and mittens in class 025</p> <p>For: Belt buckles not of precious metals, ornamental pins and</p>
-----------	-----	---------------	---



			embroidered patches for clothing in class 026
1,263,936		Jan. 17, 1984	<p>For: Medallions and non-luminous non-mechanical signs made primarily of metal and plastic in class 006</p> <p>For: Sunglasses, battery chargers, protective motorcycle crash helmets and luminous signs in class 009</p> <p>For: Electric lamps in class 011</p> <p>For: Mud flaps, fuel door plates, air cleaners, radio caddies, motorcycle tank and fender sets, leather motorcycle bags and motorcycles in class 012</p> <p>For: Jewelry - namely, necklaces, rings and key fobs in class 014</p> <p>For: Posters, paper decals and playing cards in class 016</p> <p>For: Wallets in class 018</p> <p>For: Decorative wall plaques and mirrors in class 020</p> <p>For: Mugs and insulated drinking steins in class 021</p>
			<p>For: Towels in class 024</p> <p>For: Clothing - namely, t-shirts, jackets, blue jeans, sweat shirts, underwear, bandanas, headwear, socks, boots, cycle riding suits, belts and suspenders in class 025</p> <p>For: Embroidered patches, belt buckles and lapel, hat and stick</p>




			pins all of nonprecious metals in class 026  For: Cigarette lighters in class 034
4,601,391		Sep. 09, 2014	For: Cell phone covers in class 009
3,559,365		Jan. 13, 2009	For: House mark for a line of motorcycles, structural parts for motorcycles, and related motorcycle accessories, namely, seats, backrests, decorative fuel tank panels, transmission gears, fuel tanks, wheel sprockets, gear shifts, clutches, battery covers and straps, front, rear, and intermediate kickstands, hub caps, shift knobs, foot rests and extensions, windshields, leg shields, fender tips, brake pedals, handlebar grips, safety guards, namely, bars for attachment to motorcycles, steering dampers, shock absorbers, spare wheels, spare wheel carriers, boot guards, namely, mud flaps and fenders, saddle covers, luggage carriers, license plate frames, handlebar cross bars, foot pedal pads, tank and fender pads, rearview mirrors, fenders and skirts, and wheel balance weights in class 012






3,393,839		Mar. 11, 2008	For: House mark for a full line of clothing, footwear and headwear in class 025
3,185,946		Dec. 19, 2006	For: Jackets, baseball hats, caps, shirts and T-shirts in class 025
1,711,882		Sep. 01, 1992	For: Embroidered patches for clothing in class 026
1,660,539		Oct. 15, 1991	For: Knives; namely, buck knives, sporting and hunting knives, folding pocket knives, knife cases therefor, and tool kits comprising wrenches and pliers in class 008  For: sunglasses, and motorcycle parts; namely, gauges, batteries, and cruise controls in class 009
			For: Flashlights in class 011  For: motorcycles and motorcycle parts; namely, air cleaners, drive belts, belt guards, brakes, chains, clutches, crankcases, engine cylinders, fenders and fender supports, footboards, forks, fuel tanks, leg guards, handlebars, cylinder heads, mirrors, oil filters, oil pumps, seats, shock absorbers,

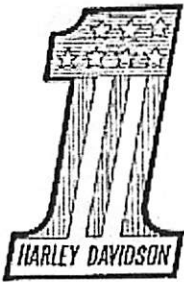
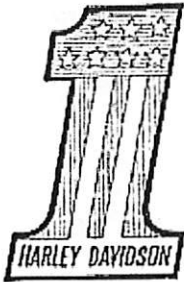


		<p>backrests, wheels, and windshields in class 012</p> <p>For: Ankle bracelets, bracelets, earrings, necklaces, rings, tie tacks, watch bands, watches, wall clocks, and ornamental lapel pins in class 014</p> <p>For: Books about motorcycles, calendars, decals, pens, photo albums, posters, and removable tattoos in class 016</p> <p>For: Holders for cans in the nature of a rubber cylinder, duffle bags, garment bags, key fobs, suitcases, and wallets in class 018</p> <p>For: Wall mirrors and wall plaques in class 020</p> <p>For: Drinking glasses, mugs, and can holders in the nature of an insulated rubber cylinder in class 021</p> <p>For: Towels in class 024</p> <p>For: Belts, chaps, denim pants, gloves, hats, caps, jackets, neckties, night shirts, pants, rain suits, shirts, socks, suspenders, sweaters, sweatshirts, tank tops, athletic shoes, shoes, boots, t-shirts, underwear, vests and wristbands in class 025</p> <p>For: Belt buckles not made of precious metal, boot chains, and embroidered patches for clothing in class 026</p> <p>For: Automobile floor mats in class 027</p>
--	--	---




			<p>For: Toy trucks in class 028</p> <p>For: Lighter holders, cigarette cases, lighter cases, and lighters, all of the foregoing not being made of precious metal in class 034</p>
1,263,936		Jan. 17, 1984	<p>For: Medallions and non-luminous non-mechanical signs made primarily of metal and plastic in class 006</p> <p>For: Sunglasses, battery chargers, protective motorcycle crash helmets and luminous signs in class 009</p> <p>For: Electric lamps in class 011</p> <p>For: Mud flaps, fuel door plates, air cleaners, radio caddies, motorcycle tank and fender sets, leather motorcycle bags and motorcycles in class 012</p> <p>For: Jewelry-Namely, Necklaces, Rings, and Key Fobs in class 014</p> <p>For: Posters, paper decals and playing cards in class 016</p>
			<p>For: Wallets in class 018</p> <p>For: Decorative Wall Plaques and Mirrors in class 020</p> <p>For: Mugs and Insulated Drinking Steins in class 021</p> <p>For: Towels in class 024</p> <p>For: Clothing-Namely, T-Shirts, Jackets, Blue Jeans, Sweat Shirts,</p>





			<p>Underwear, Bandanas, Headwear, Socks, Boots, Cycle Riding Suits, Belts and Suspenders in class 025</p> <p>For: Embroidered patches, belt buckles and lapel, hat and stick pins all of non-precious metals in class 026</p> <p>For: Cigarette lighters in class 034</p>
1,205,380		Aug. 17, 1982	<p>For: Motorcycles in class 012</p> <p>For: Clothing-Namely, T-Shirts in class 025</p>
1,224,868		Jan. 25, 1983	<p>For: Decorative Items for Motorcycles-Namely, Medallions in class 006</p> <p>For: Fitted Motorcycle Covers in class 012</p> <p>For: Key Ring Fobs in class 014</p> <p>For: General Purpose Decals; Decorative Items for Motorcycles-Namely, Decals, and Metallic Foil Decals in class 016</p> <p>For: Drinking Cups and Mugs in class 021</p> <p>For: Clothing-Namely, Jackets, T-Shirts, Tank Tops, Sweat Shirts, Bandannas, Hats, Caps, and Boots in class 025</p> <p>For: Stick, Lapel, and Hat Pins, All of Nonprecious Metals, and Decorative Cloth Patches in class 026</p> <p>For: Cigarette Lighters in class</p>

			034
2,376,674		Aug. 15, 2000	<p>For: Metal locks in class 006</p> <p>For: Motorcycle parts, namely, spark plugs in class 007</p> <p>For: Optical and safety equipment, namely, sunglasses and motorcycle helmets in class 009</p> <p>For: Motorcycle parts, namely, mirrors, drive belts made of rubber, swing arm pivot covers, axle nut covers, handgrips, oil pump covers, air cleaner covers, derby covers, caliper covers, seats, brake pedals, motorcycle saddlebags, saddlebag liners, timer covers and fender tips in class 012</p> <p>For: Jewelry in class 014</p> <p>For: Leather goods, namely traveling bags and saddlery in class 018</p> <p>For: Leather gloves in class 025</p>
1,741,456		Dec. 22, 1992	For: Embroidered patches and belt buckles not of precious metals in class 026
1,511,060		Nov. 01, 1988	For: Clothing, namely, boots, sweat shirts, jeans, hats, caps, scarves, motorcycle riding suits, neck ties, shirts, t-shirts, jackets, vest, ladies tops, bandanas in class 025

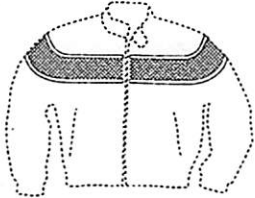
3,447,304		Jun. 17, 2008	For: A full line of clothing in class 025
4,487,292		Feb. 25, 2014	For: Motorcycles and structural parts therefore in class 012
4,487,293		Feb. 25, 2014	For: Motorcycle modification and customization; providing a web site featuring information regarding motorcycle customization services; providing consultation services regarding motorcycle customization in class 037
3,697,874		Oct. 20, 2009	For: Motorcycles and structural parts therefor in class 012
3,697,875		Oct. 20, 2009	For: Shirts, hats, caps in class 025

3,074,276		Mar. 28, 2006	For: Metal key chains in class 006
3,018,481		Nov. 22, 2005	For: Ornamental novelty pins in class 026
2,979,002		Jul. 26, 2005	For: Drinking glasses, mugs, and beverage glassware in class 021
2,973,501		Jul. 19, 2005	For: Bandannas, jackets, shirts, caps, hats, T-shirts, and leather jackets in class 025

4,601,394		Sep. 09, 2014	For: Cell phone covers in class 009
3,304,863		Oct. 02, 2007	For: Metal key fobs and non-luminous and non-mechanical metal signs in class 006
4,844,360		Nov. 03, 2015	For: Parts of motorcycles, excluding parts of all motors and engines, namely, derby covers, air cleaner trim, timer covers, battery cover band, fuel caps, brake caliper inserts, fender skirts, console doors, head lamp visors, medallions, foot pegs, gearshift linkages, foot board covers, handlebar clamps, hand grips, fuel gauges, guard rail inserts, axle nut covers, breather end cap, valve stem caps, foot boards, turn signal visors, pivot bolt covers, tank panel, fender tip lens kit, console insert, air cleaner cover, decorative end caps, mirrors and mounting hardware for the aforesaid goods in class 012

4,771,442		Jul. 14, 2015	For: A full line of jewelry in class 014
4,528,269		May 13, 2014	For: Jewelry, namely, earrings, necklaces in class 014
4,465,604		Jan. 14, 2014	For: Clothing, namely, shirts, hats, caps, belts, jackets, gloves, sweatshirts, lounge pants, and wrist bands in class 025
4,465,650		Jan. 14, 2014	For: Motorcycles and structural parts therefor in class 012
5,346,467	DAYMAKER	Nov. 28, 2017	For: Motorcycle headlamp in class 011

1,316,576	EAGLE IRON	Jan. 29, 1985	For: Motorcycle electrical parts, namely, coils, brushes, armatures, generators in class 007  For: Motorcycle parts, namely gear shafts, starters, clutches, sprockets, battery covers and straps, air cleaners and filters in class 012
3,818,854	FAT BOY	Jul. 13, 2010	For: Non-luminous, non-mechanical tin signs, non-luminous and non-mechanical metal signs in class 006
5,346,443	FXRG	Nov. 28, 2017	For: Helmets in class 009
5,493,726	FXRG	Jun. 12, 2018	For: Eyewear, body armor in class 009
2,530,093	FXRG	Jan. 15, 2002	For: Jackets, coats, suits, gloves and pants in class 025
5,770,303	FXRG	June 4, 2019	For: Clothing, namely, sweaters, jackets, scarves, bandannas, vests, jeans, pants, chaps, shirts, caps, hats, headgear for wear, belts, wristbands, coveralls, trousers, rain suits, rain coats, T-shirts, head bands, neck gators, socks, leg warmers, mittens, leather clothing, bibs; footwear, namely, shoes and boots in class 025.
2,817,659	MOTORCLOTHES	Feb. 24, 2004	For: Clothing, namely belts, coats, jackets, caps, hats, head wear, knit hats, gloves, jeans, pants, chaps, shorts, shirts, sweaters, halter tops, tank tops, T-shirts, sweatshirts, sweat pants, head bands, leather coats, leather jackets, leather pants, leather chaps, leather vests, nightgowns, night shirts, pajamas, rain coats, rain suits, scarves, lingerie, underwear, vests, and

			wristbands; footwear; namely, shoes and boots in class 025
3,734,072	SCREAMIN' EAGLE	Jan. 5, 2010	For: Caps, jackets, shirts, and sweatshirts; t-shirts in class 025
1,434,821	WILLIE G	Mar. 31, 1987	For: Jackets in class 025
2,892,609	 <p>"Orange Stripe Design" (a wide orange stripe outlined by two narrow stripes)</p>	Oct. 12, 2004	For: Clothing, namely jackets, shirts in class 025
3,110,597	STREET BOB	Jun 27, 2006	For: Motorcycles and motorcycle structural parts in class 012

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.*).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

- a. using the HARLEY-DAVIDSON Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Harley-Davidson product or not authorized by Harley-Davidson to be sold in connection with the HARLEY-DAVIDSON Trademarks;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Harley-Davidson product or any other product produced by Harley-Davidson, that is not Harley-Davidson's or not produced under the authorization, control or supervision of Harley-Davidson and approved by Harley-Davidson for sale under the HARLEY-DAVIDSON Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Harley-Davidson, or are sponsored by, approved by, or otherwise connected with Harley-Davidson;
- d. further infringing the HARLEY-DAVIDSON Trademarks and damaging Harley-Davidson's goodwill; and
- e. 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 Harley-Davidson, nor authorized by Harley-Davidson to be sold or offered for sale, and which bear any of Harley-Davidson's trademarks, including the HARLEY-DAVIDSON Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.

2. Upon Harley-Davidson's request, 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 Defendant Internet Stores including, without limitation, any online marketplace platforms such as eBay, AliExpress, Alibaba, Amazon, Wish.com, and Dhgate, (collectively, the "Third Party Providers") shall, within three (3) business days of 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 HARLEY-DAVIDSON Trademarks.
3. Pursuant to 15 U.S.C. § 1117(c)(2), Harley-Davidson is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit HARLEY-DAVIDSON Trademarks on products sold through at least the Defendant Internet Stores. The five hundred thousand dollar (\$500,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Amended Complaint and Schedule A.
4. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), Alipay, Wish.com, and Amazon Pay, shall, within two (2) business 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 above identified statutory damages award, or other of Defaulting Defendants' assets.
5. All monies, up to the above identified statutory damages award, currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal Alipay, Wish.com, and Amazon Pay, are hereby released to Harley-

Davidson as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, are ordered to release to Harley-Davidson the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.

6. Until Harley-Davidson has recovered full payment of monies owed to it by any Defaulting Defendant, Harley-Davidson shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Wish.com, and Amazon Pay, shall within two (2) business days:
  - a. locate all accounts and funds connected to Defaulting Defendants or the Defendant Internet Stores, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Adraea M. Brown, and any e-mail addresses provided for Defaulting Defendants by third parties;
  - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. release all monies, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts to Harley-Davidson as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
7. In the event that Harley-Davidson identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Harley-Davidson may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses

identified in Exhibit 3 to the Declaration of Adraea M. Brown and any e-mail addresses provided for Defaulting Defendants by third parties.

8. The ten thousand dollar (\$10,000) surety bond posted by Harley-Davidson is hereby released to Harley-Davidson or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Harley-Davidson or its counsel.

This is a Final Judgment.

DATED: February 18, 2020



---

Robert W. Gettleman  
United States District Judge

cc

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

BURBERRY LIMITED, a United Kingdom )  
corporation, and BURBERRY LIMITED, a New )  
York corporation, )

Plaintiffs, )

v. )

THE PARTNERSHIPS and )  
UNINCORPORATED ASSOCIATIONS )  
IDENTIFIED ON SCHEDULE "A," )

Defendants. )

Case No. 14-cv-8220

**Judge John W. Darrah**

**Magistrate Judge Geraldine Soat Brown**

**FINAL JUDGMENT ORDER**

This action having been commenced by Plaintiffs Burberry Limited, a United Kingdom corporation ("Burberry UK"), and Burberry Limited, a New York corporation ("Burberry US"), together, "Burberry" or "Plaintiffs," against the Partnerships and Unincorporated Associations identified on Amended Schedule A attached hereto (collectively, the "Defendants"), and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the "Defendant Internet Stores");

This Court having entered upon a showing by Burberry, a temporary restraining order and preliminary injunction against Defendants which included a domain name transfer order and asset restraining order;

Burberry having properly completed service of process on Defendants, the combination of providing notice via electronic publication or email, along with any notice that Defendants received from domain name registrars and payment processors, being notice reasonably

calculated under all circumstances to apprise Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defendants identified in Amended Schedule A attached hereto (collectively, the "Defaulting Defendants") having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY 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)), cybersquatting (15 U.S.C. § 1125(d)) and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiffs' Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
  - a. using Burberry's BURBERRY Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Burberry Product or not authorized by Burberry to be sold in connection with Burberry's BURBERRY Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Burberry Product or any other product produced by Burberry, that is not Burberry's

- or not produced under the authorization, control or supervision of Burberry and approved by Burberry for sale under Burberry's BURBERRY Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Burberry, or are sponsored by, approved by, or otherwise connected with Burberry;
  - d. further infringing Burberry's BURBERRY Trademarks and damaging Burberry's goodwill;
  - e. otherwise competing unfairly with Burberry in any manner;
  - f. 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 Burberry, nor authorized by Burberry to be sold or offered for sale, and which bear any of Burberry's BURBERRY Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;
  - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit Burberry Products; and
  - h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the BURBERRY Trademarks or any reproductions, counterfeit copies or

colorable imitations thereof that is not a genuine Burberry Product or not authorized by Burberry to be sold in connection with Burberry's BURBERRY Trademarks.

2. The Defendant Domain Names are permanently transferred to Burberry's control. 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, within three (3) business days of receipt of this Order, shall unlock and change the registrar of record for the Defendant Domain Names to a registrar of Burberry's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to Burberry's account at a registrar of Burberry's selection.
3. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as iOffer, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:
  - a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the BURBERRY Trademarks, including any accounts associated with the Defaulting Defendants listed on Amended Schedule A attached hereto;
  - b. 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 BURBERRY Trademarks; and

- c. take all steps necessary to prevent links to the Defendant Domain Names identified on Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
4. Pursuant to 15 U.S.C. § 1117(c)(2), Burberry 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 BURBERRY Trademarks on products sold through at least the Defendant Internet Stores.
5. Western Union shall, within two (2) business days of receipt of this Order, permanently block any Western Union money transfers and funds from being received by the Defaulting Defendants identified in Amended Schedule A.
6. PayPal, Inc. ("PayPal") shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any China or Hong Kong based accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
7. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by PayPal, are hereby released to Burberry as partial payment of the above-identified damages, and PayPal is ordered to release to Burberry the amounts from Defaulting Defendants' PayPal accounts within ten (10) business days of receipt of this Order.
8. Until Burberry has recovered full payment of monies owed to it by any Defaulting Defendant, Burberry shall have the ongoing authority to serve this Order on PayPal in the

event that any new PayPal accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, PayPal shall within two (2) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any PayPal accounts;
- b. Restrain and enjoin such accounts or funds that are China or Hong Kong based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' PayPal accounts to Burberry as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

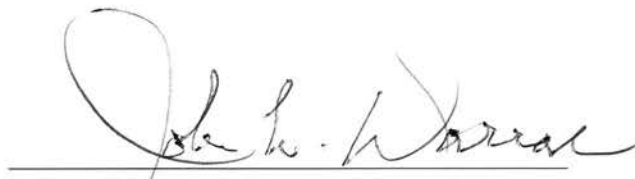
9. Until Burberry has recovered full payment of monies owed to it by any Defaulting Defendant, Burberry shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:

- a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;
- b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' financial accounts to Burberry as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

10. In the event that Burberry identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Burberry may send notice of any supplemental proceeding to Defaulting Defendants by email at the email addresses identified in Amended Schedule A attached hereto.
11. The ten thousand dollar (\$10,000) cash bond posted by Burberry, including any interest minus the registry fee, is hereby released to Burberry or its counsel, Greer Burns & Crain, Ltd. The Clerk of the Court is directed to return the cash bond previously deposited with the Clerk of the Court to Burberry or its counsel by check made out to the Greer Burns & Crain IOLTA account.

This is a Final Judgment.

DATED: December 11, 2014

A handwritten signature in black ink, appearing to read "John W. Darrah", is written over a horizontal line.

U.S. District Court Judge John W. Darrah

MA

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

OAKLEY, INC.

Plaintiff,

v.

THE PARTNERSHIPS and  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE "A" and DOES  
1-100,

Defendants.

Case No. 13-cv-2958

Judge Rebecca R. Pallmeyer

Magistrate Judge Jeffrey Cole

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Oakley, Inc. ("Oakley") against the Defendants identified in Schedule A to the Complaint and using the Defendant Domain Names and Online Marketplace Accounts;

This Court having entered upon a showing by Oakley, a temporary restraining order and preliminary injunction against Defendants which included a domain name transfer order and asset restraining order;

Oakley having properly completed service of process on Defendants; the combination of providing notice via electronic publication and email, along with any notice that Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and affording them the opportunity to present their objections; and

None of the Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that 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)), cyberpiracy (15 U.S.C. § 1125(d)) and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defendants are deemed in default and that this Final Judgment is entered against Defendants.

IT IS FURTHER ORDERED that:

1. Defendants, their officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
  - a. using Oakley's OAKLEY Trademarks or any reproduction, counterfeit copy or colorable imitation thereof in any manner in connection with the distribution, advertising, offering for sale, or sale of any product that is not a genuine Oakley product or not authorized by Oakley to be sold in connection with Oakley's OAKLEY Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine OAKLEY product or any other product produced by Oakley, that is not Oakley's or not produced under the authorization, control or supervision of Oakley and approved by Oakley for sale under Oakley's OAKLEY Trademarks;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Oakley, or are sponsored or approved by, or connected with Oakley;

- d. further infringing Oakley's OAKLEY Trademarks and damaging Oakley's goodwill;
  - e. otherwise competing unfairly with Oakley in any manner;
  - f. 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 Oakley, nor authorized by Oakley to be sold or offered for sale, and which bear Oakley's OAKLEY Trademarks or any reproduction, counterfeit copy or colorable imitation thereof;
  - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Domain Names or any other domain name that is being used to sell Counterfeit OAKLEY Products; and
  - h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, advertising, offering for sale, or sale of any product that is not a genuine OAKLEY product or not authorized by Oakley to be sold in connection with Oakley's OAKLEY Trademarks.
2. The Defendant Domain Names are permanently transferred to Oakley's control. The domain name registries for the Defendant Domain Names, namely VeriSign, Inc., Neustar, Inc., Afilias Limited and the Public Interest Registry, within five (5) business days of receipt of this Order, shall unlock and change the registrar of record for the Defendant Domain Names to a registrar of Oakley's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to Oakley's account at a registrar of Oakley's selection.

3. Those in privity with Defendants and with notice of the injunction, including any Internet search engines, web hosts, domain-name registrars and domain name registries that are provided with notice of the injunction, shall cease facilitating access to any and all websites through which Defendants engage in the sale of counterfeit and infringing goods using the OAKLEY Trademarks.
4. Pursuant to 15 U.S.C. § 1117(c)(2), Oakley is awarded statutory damages from each of the Defendants in the amount of two million dollars (\$2,000,000) for willful use of a counterfeit OAKLEY Trademark on products sold through at least the Defendant Domain Names.
5. Any banks, savings and loan associations, payment processors, PayPal or other financial institutions, for any Defendant or any of Defendants' websites shall within two (2) business days of receipt of this Order:
  - a. Locate all accounts connected to Defendants, Defendants' Marketplace Accounts or Defendants' websites, including, but not limited to, any PayPal accounts; and
  - b. Restrain and enjoin such accounts from transferring or disposing of any money or other of Defendants' assets.
6. All monies currently restrained in Defendants' financial accounts, including monies held by PayPal, Inc. ("PayPal"), are hereby released to Oakley as partial payment of the above-identified damages, and PayPal is ordered to release to Oakley the amounts from Defendants' PayPal accounts within ten (10) business days of receipt of this Order.
7. Until Oakley has recovered full payment of monies owed to it by any Defendant, Oakley shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions including, without limitation, PayPal,

(collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall immediately:

- a. Locate all accounts connected to Defendants, Defendants' Marketplace Accounts or Defendants' websites, including, but not limited to, any PayPal accounts; and
  - b. Restrain and enjoin such accounts from transferring or disposing of any money or other of Defendants' assets, and any funds in such accounts shall be transferred to Oakley within ten (10) business days of receipt of this Order.
8. In the event that Oakley identifies any additional domain names or financial accounts owned by Defendants, Oakley may send notice of any supplemental proceeding to Defendants by email at the email addresses identified in Schedule A to the Complaint.
9. The ten thousand dollar (\$10,000) bond including any interest minus the registry fee is hereby released to Oakley.

This is a Final Judgment.

DATED: June 27, 2013

A handwritten signature in cursive script, reading "Rebecca R. Pallmeyer", written over a horizontal line.

U.S. District Court Judge Rebecca R. Pallmeyer