

UNITED STATES DISTRICT COURT

NORTHERN 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.: 1:22-cv-03740</p> <p>Hon. Matthew F. Kennelly</p>
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DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Journalinesh, Inc. (“Plaintiff”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A to the First Amended Complaint, and specified in more detail on Exhibit 1 attached hereto (collectively “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the Seller Aliases (collectively, the “Defaulting Defendants”);

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

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, 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 Complaint or otherwise plead, and the

¹The e-commerce store names, urls and email addresses are listed on Exhibit 1 attached hereto.

time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that the Defaulting Defendants have sold products bearing unauthorized copies of the Plaintiff's Copyrighted Designs (U.S. Copyright Registration No. VA 2-303-531, issued by the Register of Copyrights on June 9, 2022), and/or using infringing and counterfeit Plaintiff's trade dress (collectively, the "Unauthorized Products") to residents of Illinois.

Plaintiff's trade dress involves use of the turquoise color in its academic planners applied to each and every page where the month is indicated, and where holiday tabs are, plus use of Plaintiff's Copyrighted Designs on 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"). Plaintiff's Mark is arbitrary, non-functional, and is an indicator of Plaintiff's assignor as the source and origin of its planners.

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful trade dress infringement and counterfeiting (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)).

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful Copyright infringement and counterfeiting 17 U.S.C. §§ 501, and 106(1)-(3), (5).

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

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Plaintiff's Copyrighted Designs 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 Plaintiff's Product or not authorized by Plaintiff to be sold in connection with the Plaintiff's Copyrighted Designs;

- b. reproducing, distributing copies of, making derivative works of, or publicly displaying Plaintiff's Copyrighted Designs in any manner without the express authorization of Plaintiff;
- c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff's product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the Plaintiff's Trade Dress or Copyrighted Designs;
- d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' Unauthorized Products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff's, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trade dress, Copyrighted Designs, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Copyrighted Designs.

2. Upon Plaintiff'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 Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group

Holding Ltd. (“Alibaba”), Amazon.com, Inc. (“Amazon”), ContextLogic Inc. d/b/a Wish.com (“Wish.com”), and Dhgate, (collectively, the “Third Party Providers”) shall, within seven (7) calendar days after receipt of this Order 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 Plaintiff’s Copyrighted Designs.

3. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit Plaintiff’s Marks on products sold through at least the Defaulting Defendants’ Online Marketplaces. The one hundred thousand dollars (\$100,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
4. Pursuant to 17 U.S.C. § 504(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful copyright infringement of the Copyrighted Designs. The one hundred thousand dollars (\$100,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants’ Seller Aliases or from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defaulting Defendants’ assets.
6. All monies, up to the above identified statutory damages award, in Defaulting

Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within seven (7) calendar days of receipt of this Order.

7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Plaintiff identifies any additional online marketplace accounts, or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses provided for Defaulting Defendants by third parties.
9. The twenty-thousand-dollar (\$20,000) cash bond posted by Plaintiff is hereby released to Plaintiff's counsel, YK law, LLP. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff's counsel.

This is a final Default Judgment.

Dated: October 26, 2022

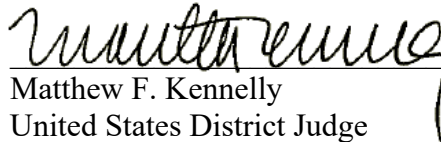

Matthew F. Kennelly
United States District Judge

EXHIBIT 1

Fully interactive e-commerce stores operating under the seller aliases

	Online Marketplace Name	URL	Email Address
1	Yumiana	https://www.amazon.com/sp?ie=UTF8&seller=A1OY1TDFMK0MUI&isAmazonFulfilled=1	youyangus1212@163.com
2	TOUVE	https://www.amazon.com/sp?ie=UTF8&seller=AM8SOUT8NU5X4&isAmazonFulfilled=1	fxcy_us@163.com
3	Besplany	https://www.amazon.com/sp?ie=UTF8&seller=AF2KZKXGP41I0&isAmazonFulfilled=1	senwang001@outlook.com
4	BHR-US	https://www.amazon.com/sp?ie=UTF8&seller=A245NUHSZ4IAUJ&isAmazonFulfilled=1	yuan18098962657@163.com
5	Nitukany	https://www.amazon.com/sp?ie=UTF8&seller=A2H421WLIK9ICZ&isAmazonFulfilled=1	hanlongdianzi@aliyun.com
6	CCLing	DISMISSED	DISMISSED
7	SXGL	https://www.amazon.com/s?me=A2P3TF6TFLBDJS&marketplaceID=ATVPDKIKX0DER	bc13581w1@163.com
8	INFOSUN	https://www.amazon.com/sp?ie=UTF8&seller=A2HZOZNMWQ45K2&isAmazonFulfilled=1	399243018@qq.com
9	aapartstore	https://www.amazon.com/sp?ie=UTF8&seller=A19DID59S7XQUZ&isAmazonFulfilled=1	tzreal@hotmail.com
10	WMOVE	https://www.amazon.com/sp?ie=UTF8&seller=A1OR7DI5OWTG66&isAmazonFulfilled=1	zhuqinyu0728@163.com
11	INFOSUN	https://www.amazon.com/sp?ie=UTF8&seller=A2HZOZNMWQ45K2&isAmazonFulfilled=1	399243018@qq.com
12	Cheese Cat	https://www.amazon.com/sp?ie=UTF8&seller=A2DZ84SL018X69&isAmazonFulfilled=1	cheesecat2021@outlook.com
13	USA YOUNG	DISMISSED	DISMISSED

14	FRUOR	https://www.amazon.com/sp?ie=UTF8&seller=A7DMTPSA1BRS4&isAmazonFulfilled=1	fruorsupport@126.com
15	HMMT	https://www.amazon.com/sp?ie=UTF8&seller=A1CK9L4SHYE69F&isAmazonFulfilled=1	amingjiu001@163.com
16	Thefetan Official Store	https://www.amazon.com/sp?ie=UTF8&seller=A1KO7L4LE1NFYC&isAmazonFulfilled=1	yinfeima@163.com
17	MIAODAM	DISMISSED	DISMISSED
18	Artrello	https://www.amazon.com/sp?ie=UTF8&seller=A191TCW1TCBCQG&isAmazonFulfilled=1	550105443@qq.com
19	kgxulr	https://www.amazon.com/sp?ie=UTF8&seller=AFDYN3X4AE0S4&isAmazonFulfilled=1	xingzhihuajinchukou@outlook.com
20	Ctarwxzin	https://www.amazon.com/sp?ie=UTF8&seller=A1IG2FLJJ75TML&isAmazonFulfilled=1	cw19309637196@163.com
21	HBLife Flagship Store	https://www.amazon.com/sp?ie=UTF8&seller=A2ET2BU42IMGQ6&isAmazonFulfilled=1	jweiroo@163.com
22	Schaber Station	https://www.amazon.com/s?me=A3E2G4SZGJ3AR5&marketplaceID=ATVPDKIKX0DER	tommy.schaber@gmail.com
23	There for You	DISMISSED	DISMISSED
24	LDbeita	https://www.amazon.com/s?me=A1OY1TDFMK0MUI&marketplaceID=ATVPDKIKX0DER	youyangus1212@163.com
25	TOUVE	https://www.amazon.com/sp?ie=UTF8&seller=AM8SOUT8NU5X4&isAmazonFulfilled=1	fxcy_us@163.com
26	Besplany	https://www.amazon.com/sp?ie=UTF8&seller=AF2KZKXGP41I0&isAmazonFulfilled=1	senwang001@outlook.com
27	BHR-US	https://www.amazon.com/sp?ie=UTF8&seller=A245NUHSZ4IAUJ&isAmazonFulfilled=1	yuan18098962657@163.com
28	Nitukany	https://www.amazon.com/sp?ie=UTF8&seller=A2H421WLIK9ICZ&isAmazonFulfilled=1	hanlongdianzi@aliyun.com

29	Keladier	DISMISSED	DISMISSED
30	baiyunquba ntianransha ngmao	https://www.amazon.com/sp?ie=UTF8&seller=A2P3TF6TFLBDJS&isAmazonFulfilled=1	bc13581w1@163.com
31	Smliekate	https://www.amazon.com/s?me=A2HZOZNMWQ45K2&marketplaceID=ATVPDKIKX0DER	399243018@qq.com
32	PickBest	https://www.amazon.com/s?me=A19DID59S7XQUZ&marketplaceID=ATVPDKIKX0DER	tzreal@hotmail.com
33	FreSheep	https://www.amazon.com/s?me=A1OR7DI5OWTG66&marketplaceID=ATVPDKIKX0DER	zhuqinyu0728@163.com
34	Smliekate	https://www.amazon.com/s?me=A2HZOZNMWQ45K2&marketplaceID=ATVPDKIKX0DER	399243018@qq.com
35	OZBLUE	https://www.amazon.com/s?me=A2DZ84SL018X69&marketplaceID=ATVPDKIKX0DER	cheesecat2021@outlook.com
36	Xloey	DISMISSED	DISMISSED
37	FRUOR	https://www.amazon.com/s?me=A7DMTPSA1BRS4&marketplaceID=ATVPDKIKX0DER	fruorsupport@126.com
38	ORVPMVP	https://www.amazon.com/s?me=A1CK9L4SHYE69F&marketplaceID=ATVPDKIKX0DER	amingjiu001@163.com
39	HBlife	https://www.amazon.com/s?i=merchant-items&me=A2ET2BU42IMGQ6&dc&marketplaceID=ATVPDKIKX0DER&qid=1656333829&ref=sr_ex_p_4_0&ds=v1%3A7bjn2DyGRivTiXffKJgE6xY8RWCGCJY67DFpQk07tDk	jweiroo@163.com
40	OuMuaMua	DISMISSED	DISMISSED