

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

SQUARE ONE ENTERTAINMENT, INC.,

Plaintiff,

Civil Action No.: 1:20-cv-05685

v.

Judge Thomas M. Durkin

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

Magistrate Judge Sunil R. Harjani

Defendants.

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff, SQUARE ONE ENTERTAINMENT, INC. (“SQUARE ONE”), against the defendants identified in the attached First Amended Schedule A and using the Defendant domain names and online marketplace accounts (collectively, the “Defendant Internet Stores”), and SQUARE ONE having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

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

SQUARE ONE 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

None of 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 it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase products using counterfeit versions of Plaintiff’s Trademark. *See* Docket No. 14 which includes screenshot evidence confirming that each Defendant Internet Store does stand ready, willing, and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the SLAP CHOP trademark, which is covered by U.S. Trademark Registration No. 3,613,738 (“SLAP CHOP Trademark”) and SLAP CHOP copyright, which is covered by U.S. Copyright Registration No. VA0001750004 (“SLAP CHOP Work”).

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.), and copyright infringement (17 U.S.C. § 501(a)).

IT IS HEREBY ORDERED that SQUARE ONE'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 SLAP CHOP Trademark and SLAP CHOP Work 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 SQUARE ONE Product or not authorized by SQUARE ONE to be sold in connection with the SLAP CHOP Trademark and SLAP CHOP Work;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine SQUARE ONE Product or any other product produced by SQUARE ONE, that is not SQUARE ONE's or not produced under the authorization, control or supervision of SQUARE ONE and approved by SQUARE ONE for sale under the SLAP CHOP Trademark and SLAP CHOP Work;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of SQUARE ONE, or are sponsored by, approved by, or otherwise connected with SQUARE ONE;
 - d. further infringing the SLAP CHOP Trademark and SLAP CHOP Work and damaging SQUARE ONE's goodwill;
 - e. otherwise competing unfairly with SQUARE ONE 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 SQUARE ONE, nor authorized by SQUARE ONE to be sold or offered for sale, and which bear any of the SLAP CHOP Trademark and SLAP CHOP Work 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, that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and
 - h. operating and/or hosting websites registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the SLAP CHOP Trademark and SLAP CHOP Work or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine SQUARE ONE Product or not authorized by SQUARE ONE to be sold in connection with the SLAP CHOP Trademark and SLAP CHOP Work.
2. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, Amazon or Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, “Alibaba”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within ten (10) 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 SLAP

- CHOP Trademark and SLAP CHOP Work, including any accounts associated with the Defaulting Defendants listed on First 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 SLAP CHOP Trademark and SLAP CHOP Work; and
 - c. take all steps necessary to prevent links to the Defendants identified on First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendants from any search index.
3. Pursuant to 15 U.S.C. § 1117(c)(2), SQUARE ONE is awarded statutory damages from each of the Defaulting Defendants in the amount of two hundred thousand dollars (\$200,000) for willful use of counterfeit SLAP CHOP Trademark on products sold through at least the Defendant Internet Stores.
 4. Pursuant to 17 U.S.C. § 504(c)(2), SQUARE ONE is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful infringement of the SLAP CHOP Work on products sold through at least the Defendant Internet Stores.
 5. Western Union shall, within ten (10) days of receipt of this Order, permanently block any Western Union money transfers and funds from being received by the Defaulting Defendants identified on First Amended Schedule A.
 6. 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 ten (10) days of receipt of this Order, shall, at SQUARE ONE's choosing:

- a permanently transfer the Defendant Domain Names to SQUARE ONE's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of SQUARE ONE's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of SQUARE ONE' selection; or
 - b cancel the registrations for the Defendant Domain Names and make them inactive.
7. eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), ContextLogic, Inc. ("WISH), Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. ("Alipay"), Alibaba Group Holding Limited ("Alibaba"), Huguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY ("DHGate"), SIA Joom, which operates the Joom.com platform ("Joom"), Payoneer, Inc. ("Payoneer"), Stripe, Inc. ("Stripe") and Shopify Inc. ("Shopify"), (collectively, the "third-party processors"), shall, within ten (10) days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts or Defaulting Defendants' websites identified on First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
8. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by the Merchants, are hereby released to SQUARE ONE as partial payment of the above-identified damages, and the third-party processors is ordered to release to SQUARE ONE the amounts from Defaulting Defendants' third-party processors accounts within ten (10) days of receipt of this Order.
9. Until SQUARE ONE has recovered full payment of monies owed to it by any Defaulting Defendant, SQUARE ONE shall have the ongoing authority to serve this Order on the

third-party processors in the event that any new third-party processors accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the third-party processors shall within ten (10) 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 third-party processors accounts;
- b. Restrain and enjoin such accounts or funds that are Asia based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' third-party processors accounts to SQUARE ONE as partial payment of the above-identified damages within ten (10) days of receipt of this Order.

10. Until SQUARE ONE has recovered full payment of monies owed to it by any Defaulting Defendant, SQUARE ONE 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 ten (10) 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 SQUARE ONE as partial payment of the above-identified damages within ten (10) days of receipt of this Order.

- d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiff's SLAP CHOP Trademark and SLAP CHOP Work.
11. In the event that SQUARE ONE identifies any additional online marketplace accounts, financial accounts owned by Defaulting Defendants, SQUARE ONE may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 3 to the Declaration of Offer Shlomi and any e-mail addresses provided for Defaulting Defendants by third parties.
12. The bond posted by Plaintiff in the amount of \$10,000.00 is hereby ordered released by the Clerk to Plaintiff or Plaintiff's counsel.

This is a Final Judgment.

Dated: December 10, 2020



United States District Court Judge

FIRST AMENDED SCHEDULE A

No.	Defendants
1	Shuangma Plastic Manufacturing Inc.
2	Ningbo Missinteresting Import And Export Co., Ltd.
3	Zhengzhou Qixin Machine Co., Ltd.
4	Yiwu Anjiu Import&Export Co., Ltd.
5	Ningbo Sunreal Electronic Co., Ltd.
6	Quanzhou HYFS Industry & Trade Co., Ltd.
7	Taizhou Shiny Plastic Co., Ltd.
8	Ningbo Hiking Electric Appliance Co., Ltd.
9	Yangjiang Holdsun Enterprises Co., Limited
10	Ningbo Hicom Houseware Co., Ltd.
11	Yiwu Golden Way Trading Co., Ltd.
12	Ningbo Yinzhou Senior Trading Co., Ltd.
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14	Zhejiang Kangfeng Technology Co., Ltd.
15	Guangzhou Guomann Housewares Co., Ltd.
16	Ningbo Win Sing Union Co., Ltd.
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21	Yiwu Hengli Network Technology Co., Ltd.
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24	Ningbo Yinzhou Ehang Household Products Co., Ltd.
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26	Jieyang Rongcheng Jastar Stainless Steel Products Factory
27	Yiwu Ange Handicraft Factory
28	Fuyang Jinmu Arts And Crafts Co., Ltd.
29	Yiwu Jiangyi Shoes Industry Co., Ltd.
30	Wuxi CHRT Electronic Technology Co., Ltd.
31	Ningbo Hooya Imp. & Exp. Group Co., Ltd.
32	Yiwu Senso Household Goods Co., Ltd.
33	Yiwu Anjiu Import&Export Co., Ltd.
34	Zhejiang Union Industry Co., Ltd.
35	Le Shui Electric Appliance(Hangzhou) Co., Ltd.
36	

37	Ningbo Fertile Imp. Exp. Co., Ltd.
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40	Paradize of Love Store
41	Shop5952052 Store
42	Dropshipping Outlet Store
43	Memokey Store
44	Chow Kitchen Store
45	Sweet House Store
46	Whoops Lollipop Store
47	Supermarket99 Store
48	
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50	Cnvenient Lifestore Store
51	By-Shine Store
52	Ourwin Store
53	HG Textiles Party Supplies Store
54	OHFIN Factory Store
55	Happier Go Shopping Store
56	Ermakova Kitchenware Store
57	Desirable Lifestyle Home- Store
58	IOLPR pants franchise Store
59	
60	LUOSH_HOMELIVING Store
61	
62	The Yang is The Quality Store
63	
64	DUAN FA Outdoor tool factory Store
65	Homedayday up Store
66	ZORASUN Official Store
67	Li Storage Basket Store
68	
69	Exquisite life 365 Store
70	GD-LikeTO Buy Store
71	Shop5568135 Store
72	
73	
74	JIAXI House Store
75	

76	AMORZONE Store
77	HUIYU Factory Store
78	Shop900248216 Store
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82	NO.3 Online Store
83	Daily Gadgets Store
84	ProBeauty Dropshipping Store
85	Hola Tim Home&Life co.
86	Dream Houseware
87	Tryway Official Store
88	VCTECH Global Direct Store
89	jack YUAN's store
90	Debove Kitchen appliance store Store
91	
92	522 Smily House Store
93	YouyuanDepartment Store
94	AIHOME Direct Store
95	junnou Store
96	Shop5881401 Store
97	Shop5487212 Store
98	USshiying
99	ASFW
100	INTENTIONALLY LEFT BLANK
101	menglingfu shop us
102	JPONLINE
103	Angel-love
104	
105	gracephone
106	olkman44
107	qingyun85
108	elmgue_11
109	stephen6465
110	
111	
112	
113	gymbull_apparel

114	
115	
116	cpx_superstore
117	efrats-0
118	
119	
120	
121	procon-products
122	
123	othmr69
124	meetwee
125	mohasar_81
126	fernashop-1
127	zhaoguangyou
128	li88-store
129	
130	Discount Frenzy
131	
132	
133	lovesun
134	
135	penseegarden
136	dhieny
137	ChaselrHiHUUO
138	KennedynWm SHOP1
139	AKJDS EIR
140	YOUYUFEI
141	zhanglizhidd
142	ebuy321
143	LXL Technology
144	
145	Bei Shii
146	
147	VDFFD65
148	Alover international company
149	Xin Ren ID
150	

151	li15038342612
152	LiDian001
153	chenpengde
154	Wanmeed
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159	Yee
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163	Homeideas direct
164	
165	
166	
167	
168	chenyuanxi
169	hopestar168
170	boutiquewig01
171	bitianteam
172	lvzhigarden002
173	suozhi1992
174	yiruishen
175	haolinhome
176	china_smoke
177	dalihua
178	
179	
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181	super duper goodies
182	
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