

VALENTINO ROSSI,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON
SCHEDULE A HERETO,

Defendants.

This action having been commenced by VALENTINO ROSSI (hereinafter “Plaintiff” or “VR|46”) against the defendants identified in attached First Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified in First Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

Plaintiff 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

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 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 bearing counterfeit versions of VR|46 trademark which is protected by U.S. Trademark Registration No. 3,499,157 (collectively, the “Counterfeit VR|46 Products”).

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 VR|46 Trademark or any confusingly similar trademarks or names in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine VR|46 Product or is not authorized by Plaintiff to be sold in connection with the VR|46 Trademark;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine VR|46 Product or any other product produced by Plaintiff, that is not Plaintiff's or is not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the VR|46 Trademark;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing the VR|46 Trademark and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the VR|46 Trademark, 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/Infringing 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 VR|46 Trademark or any reproduction, counterfeit copy or colorable imitation thereof that is not a genuine VR|46 Product or is not authorized by Plaintiff to be sold in connection with the VR|46 Trademark.
- 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 five (5) business days of receipt of this Order, shall, at Plaintiff's choosing:
 - a. permanently transfer the Defendant Domain Names to Plaintiff's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection; or
 - b. cancel the registrations for the Defendant Domain Names and make them inactive.
- 3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer and ContextLogic ("Wish"), 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 five (5) 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 VR|46

Trademark, including any accounts associated with the Defaulting Defendants listed in 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 VR|46 Trademark; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified in First 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), 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 VR|46 Trademark on products sold through at least the Defendant Internet Stores.
 5. Wish shall, within five (5) 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 First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
 6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Wish, are hereby released to Plaintiffs as partial payment of the above-identified damages, and Wish is ordered to release to Plaintiff the amounts from Defaulting Defendants' Wish accounts within ten (10) business days of receipt of this Order.
 7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on Wish in the

event that any new Wish accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Wish shall within five (5) 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 Wish 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' Wish accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

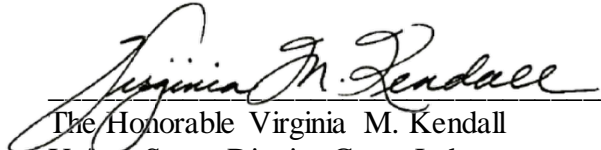
8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within five (5) 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 Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

9. In the event that Plaintiff identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 1 to the Declaration of Christian Zierhut and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten thousand-dollar (\$10,000) surety bond posted by Plaintiff, including any interest minus the registry fee, is hereby released. The Clerk of the Court is directed to release the surety bond previously deposited with the Clerk of the Court.

This is a Final Judgment.

Dated: January 8, 2021


The Honorable Virginia M. Kendall
United States District Court Judge

FIRST AMENDED SCHEDULE A

Doe	Seller Name
1	baseqigui
2	ksasm
3	Lin Baoqiu'e Children's Clothes
4	Sying sweet skirt
7	LAO XIANG TU TE
8	liuhuan fashion
10	Nanking Dawenxi
11	sanfranlolo
12	SfdhweooiDd
15	lshunhehelei
18	zgszyouth0101
19	JOY Cozy room
22	ZXsong
23	hxxhhuangxinxinhuang
24	Leather bags
27	A lot of good goods
28	Adventure and Monotony
29	aixinmeng
31	benben.std
32	bfgdrfd85
34	chaoyanyu
37	cqwan shuan
38	demi lovato fan
39	dgsjtn
40	dikaluostore
41	dinglei fashion
42	du qun
44	fanxinliang fashion
47	god is a girl hui
48	gzzzs
49	Haba shop
50	hanzhi fashion
52	hdhdhb
58	jinxiauwu fashion store
59	Kai Jie Li
60	KUANGMENG FAN
61	Lbaodan
66	Morning_o
67	mpurfjk wholeshop
73	omun
75	ouqingguo
76	Personality fashion trend
77	Qiao huan huan shop
78	qijujjh shopping

80	rs_store
81	Runningstar2018
82	shanhegood
83	shengbaila
84	Shenzhen Casey Trade Co., Ltd.
86	sign
88	sremmurd caixia
89	sunrong1992
91	swrfgg store
94	utvyud plaza
95	wangxinqiang
96	WHAT U WANT LL
99	wmbhlb wholeshop
101	xukun fashion
104	yingyurongkkms
106	ymyclx
107	ymymy
108	YoungDmall
112	zhaoli fashion
113	zhaoziyiliangwu
114	zhihangstore
115	zhoupeng68 store
116	zxiaojunseller
117	Homeless people Technology Co., Ltd.
118	wander shipping
119	Blob Psope
120	waimaozhengpin
123	Damoyuan
126	weiweiyuan
127	bybygotheway
128	yahuyahu
130	Beauty & Grace
131	Bosster2018
133	Clown mask
134	dakonglong
136	Gallery
138	Guoerhongle
139	Happy Sunny
141	idea
142	JewellerUK
143	jiayunju
144	Kerry Shopping
145	KSDNK6388
146	leiliangen
147	liguigu fashion
148	lxhan
151	outdoor flashlight
152	ouxiaofang

153	Relax's
154	sgxcbg Friday
155	shiliangshuo
156	sumaly
158	sweetshirts stories
160	Tom In Box
161	wangliayizi
163	whitenumberfashion
164	zengxiaoyao
166	Zhouwu710
167	zhuhongbai
168	zyhyouth0102
169	liligin
171	oilpainting520
172	World Service Store
173	XIN110
174	yaojie fashion
175	Si ji mei fu shi
176	Yoogamer
178	farm girl
179	Daily Vogue
182	keepshun
183	Tikitopia
184	timia666
185	wengtianhui
186	xianliang fashion
187	feixiao fashion
189	miniideal