

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ENTERTAINMENT ONE UK LTD.,

PLAINTIFF,

V.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No.: 1:21-cv-00386

JUDGE VIRGINIA M. KENDALL

MAGISTRATE JUDGE JEFFREY COLE

FINAL JUDGMENT ORDER

This action, having been commenced by Entertainment One UK Ltd. (“eOne” or “Plaintiff”) against the Defendants identified in the attached Schedule A to the Complaint, and using the online marketplace accounts (also referred to as the “Defendant Internet Stores” or “Seller Aliases”), and eOne, having moved for entry of Default and Default Judgment against the Defendants identified in Schedule A to the Complaint, attached hereto (collectively, the “Defaulting Defendants”);

This Court, having entered upon a showing by eOne, a Temporary Restraining Order and Preliminary Injunction against Defaulting Defendants, which included an asset restraining order;

eOne, 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 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 Defaulting Defendants, since the Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. In the context of similar cases, “. . . 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 the present case, Plaintiff has presented screenshot evidence that each Defaulting 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 Trademarks and Copyrights (the “Counterfeit/Infringing Products”). See Docket No. 10, which includes screenshot evidence, confirming that each Defaulting Defendant Internet Store does stand ready, willing, and able to ship the counterfeit goods to customers in Illinois, and the goods of which bear infringing and/or counterfeit versions of the PJ Masks Trademarks, U.S. Trademark Registration Nos. 4,980,494, 4,815,385, 5,461,563, 5,183,889, 5,348,145, 5,613,772, 5,613,752, and 5,572,276, and/or which bear versions or derivative content of the PJ Masks Copyrights, identified in Exhibit 2 attached to the Amended Complaint: PA0002021147; PA0002014749; PA0002013476; PA0002014748; PA0002014750; PA0002014754; PA0002014752; PA0002014753; PA0002014704; PA0002014711; PA0002014713; PA0002014717; PA0002014719; PA0002014732; PA0002014559; PA0002014739; PA0002014745; PA0002014742; PA0002014744; PA0002014721;

PA0002014721; VA0002012133; VA0002022908; VA0002012134; VA0002012135; VA0002012131; VA0002012138; VA0002012136; and VA0002012137.

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 willful copyright infringement, pursuant to 17 U.S.C. § 504(c);.

IT IS HEREBY ORDERED that Entertainment One UK Ltd.'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 PJ Masks Trademarks and Copyrights, 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 eOne Product or not authorized by eOne to be sold in connection with the PJ Masks Trademarks and Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine eOne Product or any other product produced by eOne, that is not eOne's or not produced under the authorization, control or supervision of eOne and approved by eOne, for sale under the PJ Masks Trademarks and Copyrights;

- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of eOne, or are sponsored by, approved by, or otherwise connected with eOne;
 - d. further infringing the PJ Masks Trademarks and Copyrights and damaging eOne's goodwill;
 - e. otherwise competing unfairly with eOne 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 eOne, nor authorized by eOne to be sold or offered for sale, and which bear any of the PJ Masks Trademarks and Copyrights, 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, 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 that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the PJ Masks Trademarks and Copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof, that is not a genuine eOne Product, or not authorized by eOne to be sold in connection with the PJ Masks Trademarks and Copyrights.
2. Those in privity with Defaulting Defendants, and with actual notice of this Order, including any online marketplaces such as PayPal, Inc. ("PayPal"), ContextLogic, Inc. ("WISH"), eBay, Inc. ("eBay"), Amazon Payments, Inc. ("Amazon"), Etsy, Alipay US, Inc. ("Alipay"), iOffer and 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 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 PJ Masks Trademarks and Copyrights, including any accounts associated with the Defaulting Defendants listed on 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 PJ Masks Trademarks and Copyrights; and
 - c. take all steps necessary to prevent links to the Seller Aliases identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Seller Aliases from any search index.
3. Pursuant to 15 U.S.C. § 1117(c)(2), eOne 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 PJ Masks Trademarks on products sold through at least the Defendant Internet Stores.
 4. Pursuant to 17 U.S.C. § 504(c)(2), eOne 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 PJ Masks Copyrights. The one hundred thousand dollar (\$100,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Schedule A to the Complaint.
 5. PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), eBay, Inc. (“eBay”), Amazon Payments, Inc. (“Amazon”), Etsy, and Alipay US, Inc. (“Alipay”), and any other online

marketplace or payment processor in privity with Defendants, shall, within two (2) business 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 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 eBay, PayPal, WISH, Amazon, Etsy, and Alipay, are hereby released to eOne as partial payment of the above-identified damages, and eBay, PayPal, WISH, Amazon, Etsy, and Alipay are ordered to release to eOne the amounts from Defaulting Defendants' eBay, PayPal, WISH, Amazon, Etsy, and Alipay accounts within ten (10) business days of receipt of this Order.
7. Until eOne has recovered full payment of monies owed to it by any Defaulting Defendant, eOne shall have the ongoing authority to serve this Order on eBay, PayPal, WISH, Amazon, Etsy, and Alipay in the event that any new eBay, PayPal, WISH, Amazon, Etsy, and Alipay accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, PayPal, WISH, Amazon, Etsy, and Alipay 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 eBay, PayPal, WISH, Amazon, Etsy, and Alipay accounts;
 - b. Restrain and enjoin such accounts or funds that are based internationally, from transferring or disposing of any money or other assets of Defaulting Defendants; and,

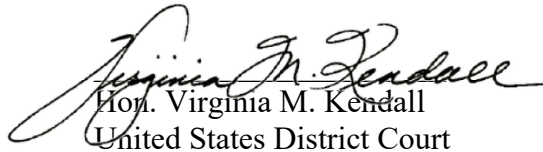
- c. Release all monies restrained in Defaulting Defendants' eBay, PayPal, WISH, Amazon, Etsy, and Alipay accounts to eOne, as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
 - d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller Aliases shall disable and/or cease facilitating access to the Seller Aliases, including any other online marketplace accounts or seller alias names identified and/or being used and/or controlled by Defaulting 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 PJ Masks Trademarks and Copyrights.
8. Until eOne has recovered full payment of monies owed to it by any Defaulting Defendant, eOne 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 assets of Defaulting Defendants; and,
 - c. Release all monies restrained in Defaulting Defendants' financial accounts to eOne, as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
 - d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller Aliases shall disable and/or cease facilitating access to

the Seller Aliases, including any other online marketplace accounts or seller aliases identified and/or 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 PJ Masks Trademarks and Copyrights.

9. In the event that eOne identifies any additional online marketplace accounts, domain names, third-party payment processors, and/or financial accounts owned by Defaulting Defendants, eOne may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses originally identified and served, and any e-mail addresses provided for Defaulting Defendants by third parties.
10. 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: March 30, 2021


Hon. Virginia M. Kendall
United States District Court

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IM STORE, ET AL.,

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CASE No.: 1:21-cv-00386

JUDGE VIRGINIA M. KENDALL

MAGISTRATE JUDGE JEFFREY COLE

SCHEDULE A TO COMPLAINT

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	IM Store	www.aliexpress.com/store/5800915
2	DISMISSED	
3	Karnas Shop Store	karnas.aliexpress.com/store/5589381
4	Looking up to the high end Store	www.aliexpress.com/store/5240187
5	netyakala Store	www.aliexpress.com/store/910562225
6	PartiniSec Store	www.aliexpress.com/store/5430170
7	Shop5488121 Store	www.aliexpress.com/store/5488121
8	Shop5625291 Store	www.aliexpress.com/store/feedback-score/5625291
9	Shop910331267 Store	www.aliexpress.com/store/910331267
10	ZorluteksHome Store	www.aliexpress.com/store/5112136
11	Sgxnove	www.amazon.com/s?me=A64ZXMI8RD4WP
12	NuGeri AZ	www.amazon.com/s?me=A1DGB2UKH53DD
13	DISMISSED	www.amazon.com/s?me=A3RGJOYQTHEMJK
14	marvelpicture	www.ebay.com/usr/marvelpicture
15	vadyaincorporated	www.ebay.com/usr/vadyaincorporated
16	DISMISSED	www.etsy.com/shop/TheCanvasArtStore
17	TopBoutiqueStore	www.etsy.com/shop/TopBoutiqueStore
18	VibrantOwl	www.etsy.com/shop/VibrantOwl
19	DISMISSED	
20	3DprintingworldUK	www.etsy.com/shop/3DprintingworldUK

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
21	Alittletouchofprint	www.etsy.com/shop/Alittletouchofprint
22	BewitchingPrintsCo	www.etsy.com/shop/BewitchingPrintsCo
23	BHAPPYparty	www.etsy.com/uk/shop/BHAPPYparty
24	DISMISSED	
25	DISMISSED	
26	BOARAShop	www.etsy.com/shop/BOARAShop
27	BogdanDesign	www.etsy.com/shop/BogdanDesign
28	broudyShop	www.etsy.com/shop/broudyShop
29	ChitchatStudio	www.etsy.com/shop/ChitchatStudio
30	CloudsHomeDecor	www.etsy.com/shop/CloudsHomeDecor
31	CuentoMio	www.etsy.com/shop/CuentoMio
32	CyanMagentaShop	www.etsy.com/shop/CyanMagentaShop
33	DesigneriaLounge	www.etsy.com/shop/DesigneriaLounge
34	DesiredBirthday	www.etsy.com/shop/DesiredBirthday
35	DinoCraftStore	www.etsy.com/shop/DinoCraftStore
36	DISMISSED	
37	eadPrints	www.etsy.com/shop/eadPrints
38	EatMeEdibleImages	www.etsy.com/shop/EatMeEdibleImages
39	eniladesigns	www.etsy.com/shop/EnilaDesigns
40	FaynaInna	www.etsy.com/shop/FaynaInna
41	FIESTASCANCHERAS	www.etsy.com/shop/FIESTASCANCHERAS
42	DISMISSED	
43	GumballCandy	www.etsy.com/shop/GumballCandy
44	DISMISSED	
45	HappyMomentsFashion	www.etsy.com/shop/HappyMomentsFashion
46	HeyNaNaN	www.etsy.com/shop/HeyNaNaN
47	Indiemyprint	www.etsy.com/shop/Indiemyprint
48	INFANSLT	www.etsy.com/shop/INFANSLT
49	DISMISSED	www.etsy.com/shop/KywiDesign
50	Laminasymas	www.etsy.com/shop/Laminasymas
51	lilgreenrhinoau	www.etsy.com/shop/lilgreenrhinoau
52	LMDesingsAccessories	www.etsy.com/shop/LMDesingsAccessories
53	DISMISSED	www.etsy.com/shop/LolaBellaPrintsStore
54	DISMISSED	www.etsy.com/shop/LolaMarleys
55	LulusPartyStore	www.etsy.com/shop/LulusPartyStore

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
56	MarvelousVinylWall	www.etsy.com/shop/MarvelousVinylWall
57	Messaggidicarta	www.etsy.com/shop/Messaggidicarta
58	MillyRoseCreations	www.etsy.com/shop/MillyRoseCreations
59	Mimamanui	www.etsy.com/shop/Mimamanui
60	DISMISSED	
61	MugsAndSpoonsShop	www.etsy.com/shop/MugsAndSpoonsShop
62	DISMISSED	
63	PersonaliseYourParty	www.etsy.com/shop/PersonaliseYourParty
64	PineappleandCoDesign	www.etsy.com/shop/PineappleandCoDesign
65	PrintableTime	www.etsy.com/shop/PrintableTime
66	SaeriOLshop	www.etsy.com/shop/SaeriOLshop
67	SerafinaLisa	www.etsy.com/shop/SerafinaLisa
68	SerenityID	www.etsy.com/shop/SerenityID
69	StrausBoo	www.etsy.com/shop/StrausBoo
70	SunshineInvitations1	www.etsy.com/shop/SunshineInvitations1
71	SweetLabShop	www.etsy.com/shop/SweetLabShop
72	DISMISSED	