

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

Imagination Products Corporation,	)	
	)	Case No.: 21-cv-00441
	)	
Plaintiff,	)	
v.	)	Judge: Hon. Matthew F. Kennelly
	)	
Doe 1 Aigtgrr, et al.	)	
	)	
Defendants.	)	
	)	

**FINAL DEFAULT JUDGMENT ORDER**

This action having been commenced by Plaintiff, Imagination Productions Corporation (“Plaintiff”), against the defendants operating the websites/webstores identified on Exhibit 2 of Plaintiff’s Complaint (collectively, the “Infringing Webstores”) (Docket ## 2-1 through 2-4), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Exhibit 1 to this Order (collectively, the “Defaulting Defendants” as defined in Exhibit 1 to this Order) (Docket Nos. 22, 23);

This Court having entered upon a showing by Plaintiff a temporary restraining order and preliminary injunction against Defaulting Defendants;

Plaintiff having properly completed service of process on Defaulting Defendants, providing notice via e-mail, along with any notice that Defaulting Defendants received from the ecommerce platforms, hosts, 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 Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants because 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 Infringing Websites through which Illinois residents can purchase products bearing counterfeit versions of the DRAIN WEASEL trademark, United States Trademark Registration No. 4,525,779 (Docket # 2) as seen throughout Exhibit 2 to the complaint and identified in the Keener Declaration (“Screenshots”) referred to in Plaintiff’s Memorandum in Support of Motion for a Temporary Restraining Order (Docket #10).

The USPTO trademark registration, attached as Exhibit 1 to Plaintiff’s Complaint, is valid, unrevoked, and uncanceled (Docket #2). As seen in the Screenshots, Defendants use the mark and display images protected by trademark and copyright on the infringing websites without Plaintiff’s permission or consent.

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 the following Defaulting Defendants:

Doe	Merchant Name	Merchant number
1	Aigtgrr	21558839
2	b2b_best_seller	21538491

5	best_kitchen_home	21562737
6	Busiorld	21264597
7	Cgjixs	21583959
8	makeup2028	21006809
9	Chuanyuexian	21558429
10	Cslikdd	21558841
11	doublewin2018	20732605
12	fashion_home_best	21562612
13	fullgoods	21223882
15	heredo	21566810
16	Home_sport	21545103
17	honest_seller_2020	21562610
19	kitchen_for_you	21562731
21	Kmdjsiwnb	21558843
22	liangjingjing_no3	19994515
23	love_fashion_home	21562615
25	overseawholesaler	21460067
26	Palameila	21558842
27	prettygirlsstore	21535483
28	Qian002	21554770
29	qian003	21554903
30	Qian006	21554911
31	shaungrongmaoyi	21583378
34	Storesroomsui	21588787

36	tom_flowhome	21563499
39	yamfcomon	20293585
40	Zijiilo	21558843
41	beach2020-4	beach2020-4
43	bowen20112012	bowen20112012
56	ANA studio	534b847b796f6877752b6ae7
59	Lovers'shop	536594dab9ee840493dd3596

IT IS FURTHER ORDERED that 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 DRAIN WEASEL trademark 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 DRAIN WEASEL product or not authorized by Plaintiff to be sold in connection with the DRAIN WEASEL Trademark;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine DRAIN WEASEL 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 DRAIN WEASEL Trademark;
- c. committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with DRAIN WEASEL;

- d. further infringing the DRAIN WEASEL trademark and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;
- f. 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, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the DRAIN WEASEL trademark, or any reproductions, counterfeit copies or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning or operating the infringing webstores, websites, or any other domain name that is being used to sell or is the means by which Defendants could continue to sell Counterfeit Products;
- h. operating and/or hosting infringing webstores, websites and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the DRAIN WEASEL trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine DRAIN WEASEL product or not authorized by Plaintiff to be sold in connection with the DRAIN WEASEL trademark;
- i. registering any additional stores, websites, or domain names that use or incorporate any of the DRAIN WEASEL trademark; and
- j. using images covered by the Plaintiff's Copyrights or any of Plaintiff's original photographs that Plaintiff uses to advertise the sale of original DRAIN WEASEL products.

2. Those in privity with Defaulting Defendants and with actual notice of this Order, including ecommerce platform providers, such as Alibaba, Ali-Express, Amazon, eBay, Paypal, Wish, etc., shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants, in the past, currently or in the future, engage in the sale of goods using the DRAIN WEASEL Trademarks, including, but not limited to, any accounts associated with the Defaulting Defendants as listed in Exhibit 2 to Plaintiff's Complaint and not previously dismissed from this action; and
- b. disable any account linked to Defaulting Defendants, linked to any e-mail addresses used by Defaulting Defendants, or linked to any of the Infringing webstores/websites.

Pursuant to 15 U.S.C. § 1117(c)(1), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of One-Hundred Thousand Dollars (U.S.) and No Cents (\$100,000.00) for using counterfeit DRAIN WEASEL Trademarks on products sold through at least the Infringing webstores/websites. As to each Defaulting Defendant, until such Defaulting Defendant has paid in full the award of statutory damages against it:

- a. Alibaba, Ali-Express, Amazon, eBay, Wish (collectively the "Platforms") and PayPal, Payoneer, WorldFirst, Bill.com, Pingpong, Payeco, Umpay/Union Mobile Pay, Moneygram and Western Union (collectively the "Payment Processors") shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Infringing webstores/websites identified in Exhibit 2, except those dismissed, from transferring or disposing of any money or other of Defaulting Defendants' assets.
- b. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by the Platforms or the Payment Processors are hereby released to Plaintiff as partial payment of the above-identified damages, and are ordered to release to Plaintiff the amounts from Defaulting Defendants' Platform or Payment Processor accounts within ten (10) business days of receipt of this Order.

c. Plaintiff shall have the ongoing authority to serve this Order on the Platforms or the Payment Processors in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Platforms or the Payment Processors shall within two (2) business days:

- i. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Infringing webstores/websites, including, but not limited to, any accounts connected to the information listed in Exhibit 2 of the Complaint, the e-mail addresses identified in Exhibit 1 to the Declaration of Kevin Keener and any e-mail addresses provided for Defaulting Defendants by third parties;
- ii. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- iii. Release all monies restrained in Defaulting Defendants' accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

4. 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, payment processors, 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 and funds connected to Defaulting Defendants, Defaulting Defendants' Infringing webstores/websites, including, but not limited to, any accounts connected to the information listed in Exhibit 2 of the Complaint, the e-mail addresses identified in Exhibit 1 to the Declaration of Kevin Keener, and any e-mail addresses

provided for Defaulting Defendants by third parties;

- b. Restrain and enjoin such accounts or funds 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.

5. In the event that Plaintiff identifies any additional webstores, websites, 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 Exhibits 1 to the Declaration of Kevin Keener and any e-mail addresses provided for Defaulting Defendants by third parties.

6. Finally, the Clerk shall return Plaintiff's \$10,000 bond, including any interest minus the registry fee, posted as a condition of the injunctive relief issued in this matter (Docket # 13).

**IT IS SO ORDERED.**

Dated: 4/12/2021

Respectfully Submitted,

  
U.S. District Court Judge Matthew F. Kennelly