

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

LIFE VAC LLC,	)	
	)	
Plaintiff,	)	
	)	Case No.: 1:23-cv-16233
v.	)	
	)	
THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE A TO THE COMPLAINT,	)	<b>Judge Rebecca R. Pallmeyer</b>
	)	
	)	<b>Magistrate Judge Jeffrey T. Gilbert</b>
Defendants.	)	
	)	

**PLAINTIFF’S MOTION FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

Plaintiff LIFE VAC LLC hereby moves the Court for Entry of Default and Default Judgment against the Defendants identified on the First Amended Schedule A. In support of this Motion, Plaintiff is separately and contemporaneously filing a supporting Memorandum of Law in Support, including the Declaration of Christopher Tom and a copy of the First Amended Schedule A.

Dated: February 7, 2024

Respectfully submitted,

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## MEMORANDUM OF LAW

### **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

Plaintiff LIFE VAC LLC (“Plaintiff”) brought this action against the Defendants identified on Schedule A to the Complaint (collectively, the “Defendants”) for promoting, advertising, marketing, distributing, offering for sale, and selling counterfeit products in connection with Plaintiff’s federally registered trademarks and/or copyright works (collectively, the “Counterfeit/Infringing Products”), through various fully interactive commercial Internet websites operating under at least the Defendant Domain Names and Online Marketplace Accounts listed in Schedule A to the Complaint (collectively, the “Defendant Internet Stores”).

On December 8, 2023, the Court granted entered, the Temporary Restraining Order (“TRO”). Dkt. 20. On December 28, 2023, the Court granted Plaintiff’s motion to extend the TRO. Dkt. 24. On January 16, 2023, the Court granted and entered the Preliminary Injunction. Dkt. 29.

The TRO and Preliminary Injunction Orders authorized Plaintiff to provide notice of these proceedings and perfect service of the complaint to Defendants by electronically publishing a link to the Summons, Complaint, the TRO, and the Preliminary Injunction Order on a website or by sending an email to any email addresses provided for Defendants by third parties that includes a link to said website and the Summons and Complaint. Upon information and belief, since and pursuant to entry of the TRO, the Defendant Internet Stores accounts have been restricted. *See* Declaration of Christopher Tom (hereinafter “Tom Decl.”) ¶ 9.

Plaintiff followed the steps for providing notice that were set forth in the TRO and Preliminary Injunction. Since entry of the TRO, Plaintiff provided Defendants with notice of this case and the case filings via (1) notices from third-party platforms for which the Defendants maintain accounts, (2) service via email from Plaintiff’s counsel on January 3, 2024 and (3) publication on a website (<http://lifevac-cases.com/case-23-cv-16233.html>) to which Defendants were provided access upon service of the summons and notified that all relevant documents in the case would be published. *See* Tom Decl. ¶¶ 6-11.

Plaintiff has requested the voluntary dismissal of certain Defendants. *See* Dkts. 31, 32, 33, 35, 36, 38-40, 42-44. While as of the date of Plaintiff's Motion, the Court has not yet entered a written order on this request, Plaintiff does not intend to pursue its case further against those Defendants that it has requested be voluntarily dismissed (the "Requested Dismissed Defendant"). The remaining Defendants have failed to plead or otherwise properly defend this action within the allotted time in violation of Federal Rule of Civil Procedure 12(a)(1)(A). Accordingly, Plaintiff submits this memorandum in support of their Motion for Entry of Default and Default Judgment under Fed. R. Civ. P. 55 against the Defendants Identified in the First Amended Schedule A (collectively, the "Defaulting Defendants"), which is attached as Exhibit C to the Tom Declaration, being all of the Defendants in this case except for the Requested Dismissed Defendants, Defendants in the process of settling with Plaintiff, and Defendants that have responded or received extensions of time to respond to the Complaint.

## **II. RELEVANT FACTS AND PROCEEDINGS**

Plaintiff takes pride in its airway clearance devices, which are emblematic of Plaintiff's inspiration and mission to provide high quality. *See* Complaint, Dkt. 1, ¶¶ 26-28. Since at least 2022, the LIFEVAC Trademark is and has been the subject of substantial and continuous marketing and promotion by Plaintiff in connection with its LIFEVAC brand products (the "Life Vac Products"). *Id.* ¶ 31. Plaintiff has and continues to widely market and promote the LIFEVAC Trademark in the industry and to consumers. *Id.* Long before Defendants' acts described herein, Plaintiff launched the LIFEVAC brand products and obtained U.S. Trademark Registration No.: 6,735,265. *See id.* ¶ 1. The U.S. registration for the LIFEVAC Trademark is valid, subsisting, and in full force and effect. *Id.* ¶ 2.

Further, Plaintiff LIFE VAC LLC owns all exclusive rights in various copyrighted images for the Life Vac Products, including without limitation copyrights covered by U.S. Copyright Office Registration Nos. VA 2-332-974, VAu 1-489-169, VAu 1-489-170, VA 2-335-339, and VA 2-335-352, (together, the "LIFEVAC Copyrights"). *See id.* ¶ 1.



On information and belief, Defaulting Defendants are an interrelated group of counterfeiters working in active concert to knowingly and willfully manufacture, import, distribute, offer for sale, and sell products bearing infringing and/or counterfeit versions of the LIFEVAC Trademark and/or embodying the LIFEVAC Copyrights (the “Counterfeit/Infringing Products”) in the same transaction, occurrence, or series of transactions or occurrences. *See id.* ¶¶ 7, 46. Defaulting Defendants conduct business throughout the United States, including within the State of Illinois and this Judicial District, through the operation of the fully interactive commercial websites and online marketplaces operating under the Defaulting Defendant Domain Names and Defaulting Online Marketplace Accounts (collectively, the “Defaulting Defendant Internet Stores”) identified in First Amended Schedule A. Tom Decl. ¶ 15 & Ex. C. Each Defaulting Defendant targets the United States, including Illinois, and has offered to sell, and on information and belief, has sold and continues to sell Counterfeit/Infringing Products to consumers within the United States, including the State of Illinois. Dkt. 1 ¶¶ 15-19.

Plaintiff filed this action on November 27, 2023. Dkt. 1. On December 8, 2023, the Court granted and entered the Temporary Restraining Order (“TRO”). Dkt. 20. On December 28, 2023, the Court granted Plaintiff’s motion to extend the TRO. Dkt. 24. On January 16, 2024, the Court granted and entered the Preliminary Injunction. Dkt. 29.

The TRO and Preliminary Injunction permitted Plaintiff to complete service of process by electronic publication at the Defendant Domain Names which should have been transferred to Plaintiff’s control and/or by sending an email to the email addresses identified by Plaintiff and any email addresses provided for Defendants by third parties. Dkt. 20, ¶ 8 and Dkt. 29, ¶ 7. Plaintiff has properly served the Defaulting Defendants identified in the First Amended Schedule A and provided notice of this case and the case filings via (1) notices from the third-party payment platforms for which the Defaulting Defendants maintain accounts, (2) service via email from Plaintiff’s counsel on January 3, 2024, and (3) publication on a website (<http://lifevac-cases.com/case-23-cv-03305.html>) containing all relevant documents filed in the case. *See* Tom Decl. ¶¶ 6-11, Exs. A–B. Plaintiff has requested the voluntary dismissal of certain Defendants,

being the Requested Dismissed Defendants. *See* Dkts. 31-33, 35-36, 38-40, 42-44. The remaining Defaulting Defendants have failed to plead or otherwise properly defend this action within the allotted time in violation of Federal Rule of Civil Procedure 12(a)(1)(A). Tom Decl. ¶ 13. As a result, and while reserving all rights, Plaintiff has currently omitted Defendants that have been requested to be dismissed, or are in the process of settling with Plaintiff, or have responded or received extensions to respond to the Complaint, from the First Amended Schedule A. *See* Tom Decl. ¶¶ 15-16 & Ex. C.

### III. ARGUMENT

#### A. Jurisdiction and Venue Are Proper in this Court.

This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, the Copyright Act, and supplemental jurisdiction. 15 U.S.C. § 1051 et seq.; 28 U.S.C. § 1338(a)-(b); 28 U.S.C. § 1331; 17 U.S.C. § 101 et seq.; 28 U.S.C. § 1367(a). Venue is proper in this Court pursuant to, inter alia, 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defaulting Defendants because each of the Defaulting Defendants directly targets business activities toward consumers in Illinois and causes harm to Plaintiff's business within this Judicial District. *See* Dkt. 1, ¶¶ 15-19; *uBID, Inc. v. GoDaddy Grp., Inc.*, 623 F.3d 421, 423-24 (7th Cir. 2010) (stating that without benefit of an evidentiary hearing, plaintiff bears only burden of making prima facie case for personal jurisdiction; all asserted facts should be accepted as true and any factual determinations should be resolved in its favor).

Through at least the fully interactive commercial Internet websites and online marketplace accounts operating under the Defaulting Defendant Internet Stores, each of the Defaulting Defendants has targeted sales from Illinois residents by operating websites and/or online marketplace accounts that offer shipping to the United States, including Illinois and, on information and belief, has sold Counterfeit/Infringing Products to residents within the United States, including Illinois. Dkt. 1, ¶¶ 15-19. Many of the websites look sophisticated and accept payment in U.S. Dollars via credit cards, Western Union and PayPal. *Id.* at ¶ 39. Further, Plaintiff

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 trademark and/or copyrights, which include screenshot evidence confirming that each Defaulting Defendant Internet Store does stand ready, willing, and able to ship its counterfeit goods to customers in Illinois. *See* Dkt. 13-1 through 15-10.

As such, personal jurisdiction is proper since each of the Defaulting Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Plaintiff substantial injury in the State of Illinois, and this Court, in addressing similar allegations of Internet-based counterfeiting, have confirmed. *See, e.g., Life Vac, LLC v. The Individuals, et al.*, No. 1:23-cv-02360 (N.D. Ill. July 6, 2023) Dkt. No. 35 (Gettleman, J.); *Iron Maiden Holdings Ltd. v. Partnerships & Unincorporated Associations Identified on Schedule "A"*, No. 1:18-CV-1098, Document #: 42 (N.D. Ill. April 10, 2018) (Alonso, J.); *see also Zuru (Singapore) Pte., Ltd. et al v. The Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations Identified on Schedule A Hereto*, No. 1:21-cv-2723, Document #: 43 (N.D. Ill. June 30, 2021) (Durkin, J.); *Creative Impact Inc. et al v. The Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations Identified on Schedule A Hereto*, No. 1:18-cv-07531, Document #: 45 (N.D. Ill. Mar. 13, 2019) (Durkin, J.).

**B. Plaintiff Has Met the Requirements for Entry of Default.**

Pursuant to the Federal Rules of Civil Procedure, "when a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default." Fed. R. Civ. P. 55(a). On May 25, 2023, Plaintiff filed the Complaint alleging, among other claims, federal copyright infringement 17 U.S.C. § 101, et seq. (Count I), federal trademark infringement and counterfeiting, 15 U.S.C. § 1114 (Count II), false designation of origin, 15 U.S.C. § 1125(a) (Count III), violation of Illinois Uniform Deceptive Trade Practices (count IV). Dkt 1. The Defaulting Defendants were properly served and received notice of this case and the filings in this case as ordered by the Court via (1)

notices from the third-party platforms for which the Defendants maintain accounts, (2) service via email from Plaintiff's counsel on January 3, 2024, and (3) publication on a website (<http://lifevac-cases.com/case-23-cv-016233.html>) containing all relevant documents filed in this case. *See* Tom Decl. ¶¶ 6-11, Exs. A-B.

Despite having been served with process, the Defaulting Defendants have ignored these proceedings and failed to plead or otherwise defend this action. Tom Decl. ¶ 13. Accordingly, Plaintiff asks for entry of default against the Defaulting Defendants.

### **C. Plaintiff Has Met the Requirements for Entry of Default Judgment.**

Rule 55(b)(2) of the Federal Rules of Civil Procedure provides for a court-ordered default judgment. A default judgment establishes, as a matter of law, that defendants are liable to plaintiff on each claim alleged in the complaint. *e360 Insight v. The Spamhaus Project*, 500 F.3d 594, 602 (7th Cir. 2007) (citing *United States v. Di Mucci*, 879 F.2d 1488, 1497 (7th Cir. 1989)). When the Court determines that a defendant is in default, the factual allegations of the complaint are taken as true and may not be challenged, and the defendants are liable as a matter of law as to each claim in the complaint. *Black v. Lane*, 22 F.3d 1395, 1399 (7th Cir. 1994).

The time for answering or otherwise responding to the Complaint has passed since Defaulting Defendants were served, and no answer or other responsive pleading has been filed by any of the Defaulting Defendants identified in the First Amended Schedule A. *See* Fed. R. Civ. P. 12(a)(1)(A), (a)(3). Accordingly, default judgment is appropriate and consistent with previous similar cases in front of this Court, and Plaintiff requests an award of statutory damages for willful trademark infringement and/or copyright infringement against each of the Defaulting Defendants and a permanent injunction based on the unrefuted allegations in the Complaint and the evidentiary record which supported the issuance of the TRO and Preliminary Injunction.

#### **1. Trademark Infringement and Counterfeiting**

To properly plead a claim of trademark infringement and counterfeiting pursuant to the Lanham Act, a plaintiff must allege that (1) its mark is distinctive enough to be worthy of protection, (2) defendants are not authorized to use the mark; and (3) defendant's use of the mark

causes a likelihood of confusion as to the origin or sponsorship of defendant's products. *See Allied Van Lines, Inc. v. iMove, Inc.*, 2018 WL 572510, at \* 3 (N.D. Ill. Jan. 25, 2018) (citing *Neopost Industrie B.V. v. PFE Int'l Inc.*, 403 F. Supp. 2d 669, 684 (N.D. Ill. 2005)) (citing *Bliss Salon Day Spa v. Bliss World LLC*, 268 F.3d 494, 496-97 (7th Cir. 2001)).

Plaintiff alleged in the Complaint that the LIFEVAC Trademark is highly distinctive, that Defaulting Defendants have knowledge of Plaintiff's rights in the LIFEVAC Trademark, that Defaulting Defendants are not authorized to use the LIFEVAC Trademark, and that Defaulting Defendants' use of the LIFEVAC Trademark causes a likelihood of confusion. *See* Dkt. 1 ¶¶ 74-76. Since the Defaulting Defendants have failed to respond or otherwise plead in this matter, "the Court must accept the allegations contained in the Complaint as true." *Allied Van Lines*, 2018 WL 572510 at \*4 (citing Fed. R. Civ. P. 8(b)(6) and *Am. Taxi Dispatch, Inc., v. Am. Metro Taxi & Limo Co.*, 582 F. Supp. 2d 999, 1004 (N.D. Ill. 2008)). Accordingly, Plaintiff requests entry of judgment with respect to Count II for willful infringement and counterfeiting of the LIFE VAC Trademark against the Defaulting Defendants.

## 2. False Designation of Origin

A plaintiff bringing a false designation of origin claim under 15 U.S.C. § 1125(a) must show that: (1) the plaintiff has a protectable trademark; and (2) a likelihood of confusion will exist as to the origin of plaintiff's products. *All Star Championship Racing, Inc. v. O'Reilly Auto. Stores, Inc.*, 940 F.Supp.2d 850, 865 (C.D. Ill. 2013) (citing *Johnny Blastoff, Inc. v. Los Angeles Rams Football Co.*, 188 F. 3d 427, 436 (7th Cir. 1999)). This is the same test used for a trademark infringement claim under the Lanham Act. *See Neopost*, 403 F. Supp. 2d at 684.

Plaintiff alleged in the Complaint that Defaulting Defendants are using the federally registered LIFEVAC Trademark without authorization on the Counterfeit/Infringing Products. This creates a likelihood of confusion, mistake, and deception among the general public as to the affiliation, connection, or association with Plaintiff or the origin, sponsorship, or approval of Defaulting Defendants' Counterfeit/Infringing Products by Plaintiff. *See* Dkt. 1 at ¶¶ 81-82. As a

result, Plaintiff requests entry of judgment with respect to Count III for willful false designation of origin against the Defaulting Defendants.

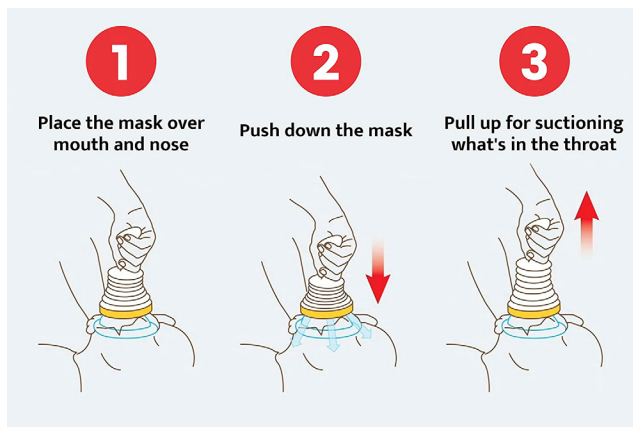
### 3. Copyright Infringement

“To establish infringement, two elements must be proven: (1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original.” *Feist Publications, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 361, 111 S. Ct. 1282, 1296, 113 L. Ed. 2d 358 (1991); *see Peters v. West*, 692 F.3d 629, 632 (7th Cir. 2012).

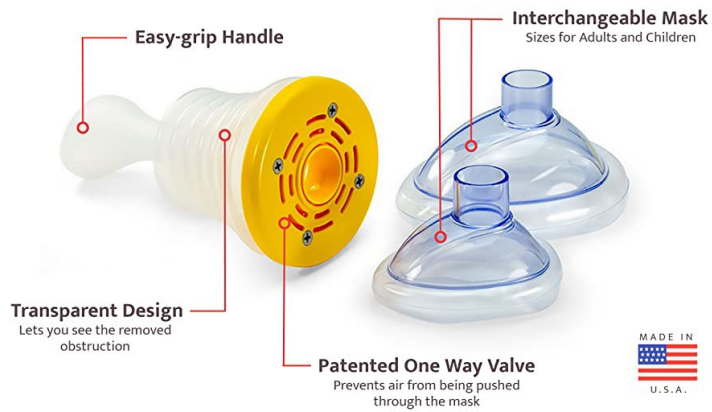
Here, Plaintiff owns all exclusive rights in various copyrights for the Life Vac Products. Dkt. 1, ¶ 59; *see* 17 U.S.C. § 501(b) (stating legal or beneficial owner of an exclusive right under a copyright is entitled to institute an action for any infringement); *HyperQuest Inc. v. N'Site Solutions, Inc.*, 632 F.3d 377, 383 (7th Cir. 2011) (noting § 501(b) provides that holder of exclusive license to distribute a particular work can sue under the Copyright Act).

Additionally, Defendants have sold, offered to sell, marketed, distributed, and advertised, and are still selling, offering to sell, marketing, distributing, and advertising products in connection with the LIFEVAC Copyrights without Plaintiff's permission. Dkt. 1, ¶¶ 59-66. As a visual representation, Defendants have directly copied copyrighted images for the Life Vac Products (including by advertising and/or selling products embodying the entirety or alternatively at least a substantial part of the LIFEVAC Copyrights), or, alternatively, Defendants' representations of Plaintiff's copyrighted images for the Life Vac Products in the Defendant Internet Stores are strikingly similar, or at the very least substantially similar, to Plaintiff's copyrighted images for the Life Vac Products and constitute unauthorized copying, reproduction, distribution, creation of a derivative work, and/or public display of Plaintiff's copyrighted images for the Life Vac Products. *Id.* As just one example, Defendants deceive unknowing consumers by using the LIFEVAC Copyrights without authorization within the product descriptions of their Defendant Online Store to attract customers as follows:

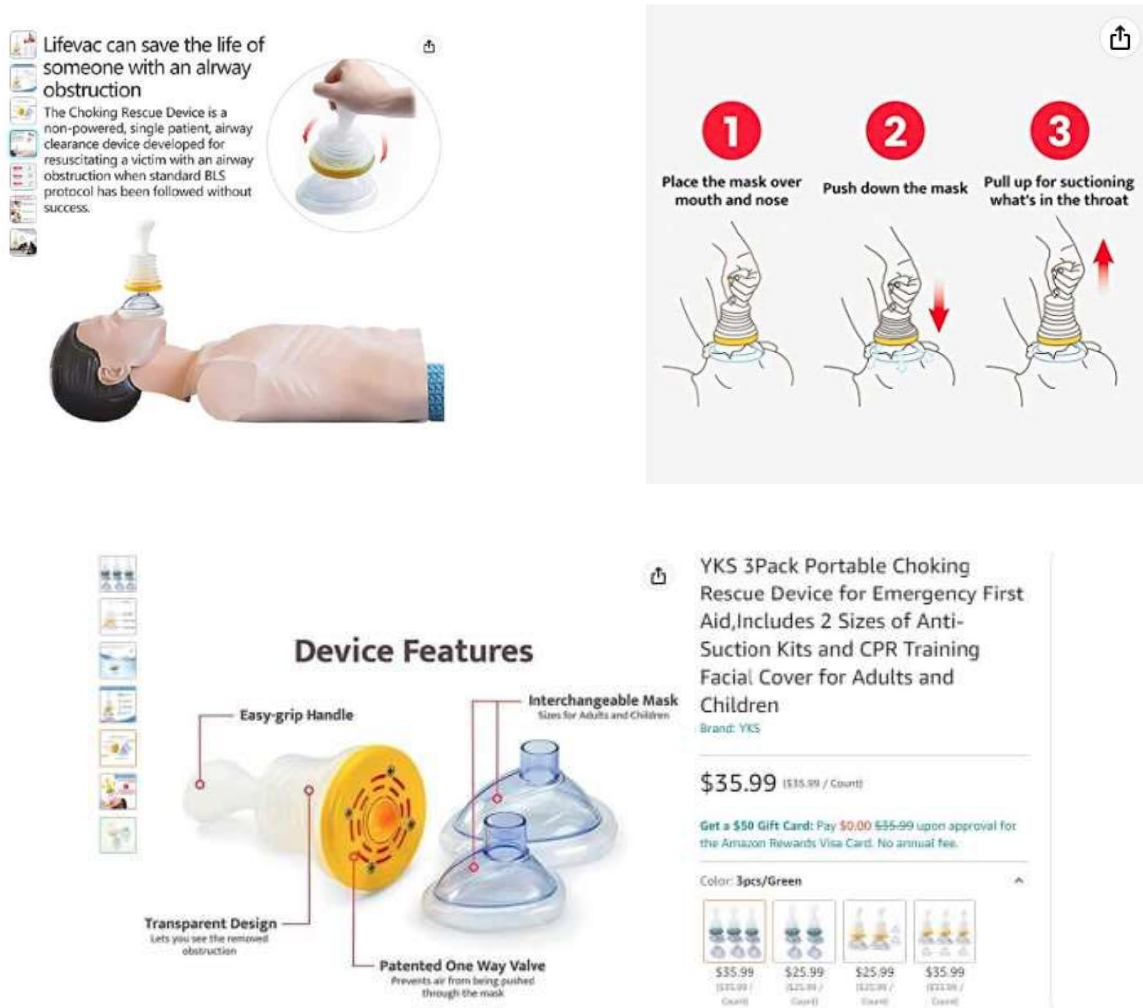
*Exemplary Images of Plaintiff's Registered LIFEVAC Copyrights*



### Device Features



*Compared to Exemplary Images from Defendants' Listings of Counterfeit Products*



See *id.* Thus, it is clear that Defendants have copied Plaintiff’s copyrights without Plaintiff’s consent.

**D. Plaintiff Is Entitled to Monetary Damages and Injunctive Relief.**

The awarding of statutory damages serves dual interests in that it is remedial in nature but also intended to protect an important public interest. Given the broader economic losses and harm to the job market caused by counterfeiting, coupled with the possible dangers to consumers who are tricked into purchasing low quality, counterfeit products over the Internet, it is important to both penalize defendants and try to deter future violations. Here, Plaintiff advertises extensively and spends considerable resources marketing and protecting its various intellectual property rights



and associated products, and in particular the LIFEVAC Trademark and LIFEVAC Copyrights in respect of the genuine Life Vac Products. *Id.* at ¶¶ 31-32.

1. Statutory Damages are Appropriate in this Case.

Pursuant to the statutory damages provision of the Copyright Act, 17 U.S.C. § 504(c), a plaintiff may elect to receive, per work, “not less than \$750 or more than \$30,000 as the court considers just.” 17 U.S.C. § 504(c)(1). When the infringement is found to be willful, the Copyright Act provides for statutory damages of up to “not more than \$150,000.” 17 U.S.C. § 504(c)(2).

Pursuant to the statutory damages provision of the Lanham Act, a plaintiff in a case involving the use of a counterfeit mark may elect to receive “not less than \$1,000 or more than \$200,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just.” 15 U.S.C. § 1117(c)(1). When the counterfeiting is found to be willful, the Lanham Act provides for statutory damages of up to “\$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale, or distributed, as the court considers just.” 15 U.S.C. § 1117(c)(2).

Although 15 U.S.C. § 1117(c) contains the dollar range for possible statutory damage awards, the only guidance provided by the statute for how to determine a damage award within the statutory dollar range is “as the court considers just.” 15 U.S.C. § 1117(c). Courts interpreting 15 U.S.C. § 1117(c) have analogized case law applying the statutory damage provision of the Copyright Act contained in 17 U.S.C. § 504(c). *See Sara Lee v. Bags of New York, Inc.*, 36 F. Supp. 2d 161, 166 (S.D.N.Y. 1999). In *Sara Lee*, 36 F. Supp. 2d at 170, the court awarded statutory damages in the amount of \$750,000 after estimating the defendants’ ill-gotten gains and trebling them to “deter and punish a willful continuous course of infringements and defiance of the judicial process.” The *Sara Lee* analysis included seven factors: (1) the profits made by the defendants; (2) the revenues lost by plaintiff; (3) the value of the mark; (4) the deterrent effect on others; (5) whether the conduct was innocent or willful; (6) whether a defendant has cooperated in providing records; and (7) the deterrent effect on the defendant. *See also Luxottica USA LLC v. The*

*Partnerships & Unincorporated Associations Identified On Schedule "A"*, No. 14 C 9061, 2015 WL 3818622, at \*2 (N.D. Ill. June 18, 2015).

The lack of information regarding Defaulting Defendants' sales and profits makes statutory damages particularly appropriate for default cases like the instant case. *See Petmed Express, Inc. v. medpets.com, Inc.*, 336 F. Supp. 2d 1213, 1220 (S.D. Fla. 2004). Likewise, Courts have recognized that statutory damages should be awarded without requiring an evidentiary hearing. *See Lorillard Tobacco Co. v. Montrose Wholesale Candies & Sundries, Inc.*, No. 03 C 4844, 2008 WL 1775512, at \*2-3 (N.D. Ill. Apr. 17, 2008) (citing cases).

2. Defaulting Defendants' Counterfeiting Was Willful.

Defaulting Defendants facilitate sales by designing the Defaulting Defendant Internet Stores so that they appear to unknowing consumers to be authorized online sellers of genuine products. Dkt. 1, ¶ 39. Pursuant to 15 U.S.C. § 1117(e), a counterfeiting violation is presumed willful "for purposes of determining relief if the violator . . . knowingly provided . . . materially false contact information to a domain name registrar . . . ." 15 U.S.C. § 1117(e). Many of the Defaulting Defendants' names and physical addresses used to register the Defaulting Defendant Domain Names are incomplete, contain randomly typed letters, or fail to include cities or states. Dkt. 1, ¶ 43. Thus, **willfulness is presumed** in the instant case under 15 U.S.C. § 1117(e).

Even without the statutory presumption, it is clear that Defaulting Defendants' counterfeiting was willful. "Willful infringement may be attributed to the defendant's actions where he had knowledge that his conduct constituted infringement or where he showed a reckless disregard for the owner's rights." *Luxottica Group S.p.A. v. Chen*, 2017 WL 836228, at \*2 (N.D. Ill. Mar. 2, 2017); *Entertainment One UK Ltd. v. 2012Shiliang*, 384 F. Supp. 3d 941, 952 (N.D. Ill. 2019) (same). Knowledge need not be proven directly but can be inferred from a defendant's conduct. *Luxottica Group S.p.A.*, 2017 WL 836228, at \*2. In awarding statutory damages, the Court is "not required to follow any rigid formula," but instead "enjoys wide discretion." *Chi-Boy Music v. Charlie Club*, 930 F.2d 1224, 1229 (7th Cir. 1991). The Court may consider "various factors," including "the difficulty or impossibility of proving actual damages, the circumstances

of the infringement, and the efficacy of the damages as a deterrent to future copyright infringement.” *Id.* (internal quotation marks and citation omitted).

An infringement of a copyrighted work is willful if the infringement is done knowingly or with reckless disregard of the rights of the copyright owner. *Wildlife Express Corp. v. Carol Wright Sales, Inc.*, 18 F.3d 502, 511 (7th Cir. 1994). In assessing willfulness, the trier of fact may take into account a wide range of actions on the defendant’s part, such as whether the defendant ignored copyright notices and the sophistication of the infringing party. *Id.* at 512.

Here, Defaulting Defendants clearly had knowledge that their activities constituted infringement or at least a reckless disregard for Plaintiff’s rights in the LIFEVAC Trademark and LIFEVAC Copyrights, especially given Plaintiff’s extensive promotional efforts discussed above. After all, the Defaulting Defendants were taking great pains to conceal their identities to try to avoid being held accountable for their counterfeiting activities. *See* Dkt. 1, ¶ 43.

Finally, District Courts have deemed counterfeiting willful when defendants default. *See, e.g., Life Vac.*, No. 1:23-cv-02360, Dkt. No. 35; *Iron Maiden Holdings Ltd.*, Dkt: 42; *see also Zuru (Singapore) Pte., Ltd.*, No. 1:21-cv-2723, Dkt. 43; *Creative Impact Inc.*, No. 1:18-cv-07531, Dkt. 45.

### 3. A High Statutory Damages Award Is Appropriate and Just.

The Seventh Circuit’s standard for awarding statutory damages for copyright infringement under 17 U.S.C. § 504(c), which is also utilized in trademark infringement cases, is articulated in *Chi-Boy Music v. Charlie Club*, 930 F.2d at 1229. Under the *Chi-Boy* standard, a court awarding statutory damages is “not required to follow any rigid formula,” but instead “enjoys wide discretion.” *Id.*; *Entertainment One UK*, 384 F.Supp.3d at 953. In computing the award amount, a court may consider factors such as “the difficulty or impossibility of proving actual damages, the circumstances of the infringement, and the efficacy of the damages as a deterrent.” *Id.* Courts in this district have also considered the significant value of a plaintiff’s brand and the efforts taken to protect, promote and enhance that brand in determining the appropriate dollar figure for the

award. *Lorillard Tobacco Co. v. Montrose Wholesale Candies & Sundries, Inc.*, No. 03 C 4844, 2008 WL 1775512, at \*2 n.3 (N.D. Ill. Apr. 17, 2008).

In addition, courts have awarded high damage amounts where a defendant's counterfeiting activities attracted wide market exposure through Internet traffic or advertisement. *Entertainment One UK*, 384 F. Supp. 3d at 953 ("As this Court has held in the past, online counterfeit sales enable a defendant to reach a 'vast customer base,' and may justify a substantial damages award."); *see also Coach, Inc. v. Ocean Point Gifts*, No. CIV.A.09-4215 JBS, 2010 WL 2521444, at \*6 (D.N.J. June 14, 2010) (high damage awards in counterfeit cases were "due in part to the wide market exposure that the Internet can provide").

In similar cases involving willful Internet-based counterfeiting, this Court has awarded significant damages, including up to the maximum provided by law, to the plaintiff to serve the purposes of: (1) deterring the defendant and others situated like him from bringing into commerce counterfeit goods, (2) compensating the plaintiff for damages caused by defendant's infringement, and (3) punishing the defendant appropriately for his counterfeiting activities. *See, e.g., Life Vac, LLC.*, No. 1:23-cv-02360, Dkt. No. 35 (awarding statutory damages of \$150,000 from each Defaulting Defendant for infringements upon same trademark and copyrights identified in this matter); *Iron Maiden Holdings Ltd.*, No. 1:18-CV-1098, Dkt. 42 (awarding statutory damages of \$1,000,000 for willful use of counterfeit IRON MAIDEN Trademarks); *see also Zuru (Singapore) Pte., Ltd.*, No. 1:21-cv-2723, Dkt. 43 *Creative Impact Inc.*, No. 1:18-cv-07531, Dkt. 45.

Additionally, the remedy imposed under the statute must provide a sufficient deterrent effect to ensure that the guilty party will not engage in further infringing conduct. *Sands, Taylor & Wood v. Quaker Oats Co.*, 34 F.3d 1340, 1348 (7th Cir. 1994). For example, in *Phillip Morris USA Inc. v. Marlboro Express*, the Court stated that due to "the size of the potential profit given the quantities of [counterfeit goods] involved, and the need for a substantial deterrent to future misconduct by defendants and other counterfeit traffickers ... plaintiff is entitled to the maximum statutory award under 15 U.S.C. § 1117(c)(2)." *Phillip Morris USA Inc. v. Marlboro Express*, No. CV-03-1161 (CPS), 2005 WL 2076921, at \*6 (E.D.N.Y. Aug. 26, 2005).

Given the Court's clear discretion in determining the appropriate amount of the statutory damages award within the statutory limits of 15 U.S.C. § 1117(c), Plaintiff respectfully requests an award of \$150,000.00 per Defaulting Defendant for which Plaintiff has alleged a trademark claim in respect the LIFEVAC Trademark. Given the Court's clear discretion in determining the appropriate amount of the statutory damages award for copyright infringement, Plaintiff's request for an award of \$150,000.00 per Defaulting Defendant is also supported by 17 U.S.C. § 504(c).

4. Plaintiff Is Entitled to Injunctive Relief.

In addition to the foregoing relief, Plaintiff respectfully requests entry of a permanent injunction enjoining Defaulting Defendants from infringing or otherwise violating Plaintiff's registered trademark rights in the LIFEVAC Trademark and copyright rights in its LIFEVAC Copyrights, including at least all injunctive relief previously awarded by this Court to Plaintiff in the TRO and Preliminary Injunction. Plaintiff is also entitled to injunctive relief so it can quickly take action against any new websites and online marketplace accounts that are identified, found to be linked to Defaulting Defendants, and selling Counterfeit/Infringing Products. *See, e.g., See, e.g., Life Vac.*, No. 1:23-cv-02360, Dkt. No. 35; *Iron Maiden Holdings Ltd.*, Dkt: 42; *see also Zuru (Singapore) Pte., Ltd.*, No. 1:21-cv-2723, Dkt. 43; *Creative Impact Inc.*, No. 1:18-cv-07531, Dkt. 45.

**IV. CONCLUSION**

Plaintiff respectfully requests that the Court enter default and default judgment against each Defaulting Defendant, award statutory damages in the amount of \$150,000.00 per Defaulting Defendant and enter a permanent injunction order prohibiting Defaulting Defendants from selling Counterfeit/Infringing Products, permanently transferring the domain names used by Defaulting Defendants to sell Counterfeit/Infringing Products to Plaintiff, and transferring all assets in Defaulting Defendants' financial accounts to Plaintiff consistent with the Proposed Judgment submitted with this Motion.

Dated: February 7, 2024

Respectfully submitted,

BOIES SCHILLER FLEXNER LLP

*/s/Christopher Tom*

---

Christopher Tom  
55 Hudson Yards  
New York, NY 10001  
ctom@bsflp.com  
(212) 446-2318

*Attorneys for Plaintiff Life Vac LLC*

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

LIFE VAC LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.: 1:23-cv-16233
	)	
THE INDIVIDUALS, CORPORATIONS,	)	
LIMITED LIABILITY COMPANIES,	)	<b>Judge Rebecca R. Pallmeyer</b>
PARTNERSHIPS, AND UNINCORPORATED	)	
ASSOCIATIONS IDENTIFIED ON SCHEDULE	)	
A TO THE COMPLAINT,	)	<b>Magistrate Judge Jeffrey T. Gilbert</b>
	)	
Defendants.	)	
	)	

**DECLARATION OF CHRISTOPHER TOM**

I, Christopher Tom, declare and state as follows:

1. This declaration is based upon my personal knowledge of the facts stated herein or on the business records that were made at the time or in the regular course of business. If called as a witness, I could and would testify to the statements made herein.
2. I am an attorney at law, duly admitted to practice before this Court in the United States District Court for the Northern District of Illinois. I am one of the attorneys for Plaintiff LIFE VAC LLC in this action.
3. On December 8, 2023, the Court granted and entered the Temporary Restraining Order (“TRO”). Dkt 20.
4. On December 28, 2023, the Court granted Plaintiff’s motion to extend the TRO to January 5, 2024. Dkt. 24.
5. On January 16, 2024, the Court granted and entered the Preliminary Injunction. Dkt. 29.
6. On December 13, 2023, the Summons in this case was issued.

7. On January 3, 2024, I emailed the Summons, Complaint, TRO, and Order Extending the TRO, to Defendants via the email addresses identified during the investigations of the claims and provided by the third-party platforms AliExpress, Amazon, DHGate, eBay, and Wish. The email also included a link to a website (<http://lifevac-cases.com/case-23-cv-16233.html>) containing all relevant documents filed in this case, including the Motion for the Preliminary Injunction. Attached as **Exhibit A** hereto is a true and correct copy of the email to the Defendants utilizing the AliExpress, Amazon, DHGate, eBay, and Wish platforms. Plaintiffs filed their Executed Return of Summons, reflecting completion of service as of January 3, 2024. Dkt. 26.

8. Since receiving the TRO, I (and/or attorneys working under my direction) have corresponded with representatives of the third-party platforms for, Amazon, DHGate, eBay, and Wish. These third-party payment processors have received the Complaint, TRO and/or Preliminary Injunction Order and have identified the Defendants' accounts.

9. Upon information and belief, since and pursuant to entry of the TRO, the AliExpress, Amazon, DHGate, eBay, and Wish accounts associated with the Defendant Internet Stores have been restricted.

10. Upon information and belief, since entry of the TRO, accounts associated with the Defendant Internet Stores on the AliExpress, Amazon, DHGate, eBay, and Wish platforms have been given notice of this case by the third-party platforms.

11. Additionally, since the entry of the TRO, all relevant documents in this case (namely the Summons, Complaint, TRO, Motion for Entry of a Preliminary Injunction, and Preliminary Injunction Order,) have been published on a website (<http://lifevac-cases.com/case-23-cv-16233.html>). Attached as **Exhibit B** hereto is a true and correct copy of the website (accessed on January 31, 2024).

12. As of the filing of this Declaration, Plaintiffs have requested the voluntary dismissal of certain Defendants. *See, e.g.*, Dkts. 31, 32, 33, 35, 36, 38-40, 42-44. While the Court has not yet entered a written order on these requests, Plaintiff does not intend to pursue its case against the



defendants it has requested be voluntarily dismissed (the “Requested Dismissed Defendants”) or, at this time, those Defendants currently in the process of settling with Plaintiff.

13. As of the filing of this Declaration, the remaining Defendants, being all of the Defendants listed on the First Amended Schedule A to this case (the “Defaulting Defendants”) have failed to plead or otherwise defend this action within the allotted time in violation of Federal Rule of Civil Procedure 12(a)(1)(A).

14. Our investigator investigated the infringing activities of the Defaulting Defendants, including attempting to identify the registrant of each associated domain name and its contact information. Our investigation confirmed that the Defaulting Defendants are mostly domiciled in China. As such, I am informed and believe that the Defaulting Defendants are not active-duty members of the U.S. armed forces.

15. Attached as **Exhibit C** hereto is a true and correct copy of the First Amended Schedule A to the Complaint identifying the Defaulting Defendants.

16. The following Defendants, as identified by Defendant number and name, are **NOT** being moved by the Plaintiffs to be in default as a result of being requested by the Court to be voluntarily dismissed:

<b>Doe No.</b>	<b>Seller Names</b>	<b>Defendant Online Marketplace</b>
1.	Foshan Topx Trading Co., Ltd.	<a href="https://topx01.en.alibaba.com/contactinfo.html">https://topx01.en.alibaba.com/contactinfo.html</a>
2.	Shenzhen Fealink Technology Co., Ltd.	<a href="https://fealink.en.alibaba.com/contactinfo.html">https://fealink.en.alibaba.com/contactinfo.html</a>
10.	Bonytain Official Store	<a href="https://www.aliexpress.com/store/1101218941">https://www.aliexpress.com/store/1101218941</a>
14.	CE MASK FFP2 Store	<a href="https://www.aliexpress.com/store/1101689793">https://www.aliexpress.com/store/1101689793</a>
16.	Daily fitness Store	<a href="https://www.aliexpress.com/store/1101953359">https://www.aliexpress.com/store/1101953359</a>
21.	FFP2 KN95 Store	<a href="https://www.aliexpress.com/store/1101538496">https://www.aliexpress.com/store/1101538496</a>
30.	Lavkuom Official Store	<a href="https://www.aliexpress.com/store/1101950242">https://www.aliexpress.com/store/1101950242</a>

34.	MengNen Store	<a href="https://www.aliexpress.com/store/1101816801">https://www.aliexpress.com/store/1101816801</a>
40.	Outdoor Bag Store	<a href="https://www.aliexpress.com/store/1102493134">https://www.aliexpress.com/store/1102493134</a>
54.	Shop1102552144 Store	<a href="https://www.aliexpress.com/store/1102549162">https://www.aliexpress.com/store/1102549162</a>
55.	Shop1102694913 Store	<a href="https://www.aliexpress.com/store/1102699882">https://www.aliexpress.com/store/1102699882</a>
62.	Shop1102857967 Store	<a href="https://www.aliexpress.com/store/1102867029">https://www.aliexpress.com/store/1102867029</a>
65.	Shop1102962786 Store	<a href="https://www.aliexpress.com/store/1102977495">https://www.aliexpress.com/store/1102977495</a>
79.	TK-A Store	<a href="https://www.aliexpress.com/store/1102037474">https://www.aliexpress.com/store/1102037474</a>
80.	Tkihney Store	<a href="https://www.aliexpress.com/store/1101824999">https://www.aliexpress.com/store/1101824999</a>
116.	LCJQ	<a href="https://www.amazon.com/sp?seller=A1MYH9S3RLC7AY">https://www.amazon.com/sp?seller=A1MYH9S3RLC7AY</a>
120.	M&Birch Inc	<a href="https://www.amazon.com/sp?seller=A1ULY6HDNOL59N">https://www.amazon.com/sp?seller=A1ULY6HDNOL59N</a>
140.	worKKeep	<a href="https://www.amazon.com/sp?seller=A1IMZWGP0UZYPH">https://www.amazon.com/sp?seller=A1IMZWGP0UZYPH</a>
150.	automotive2015	<a href="https://www.ebay.com/usr/automotive2015">https://www.ebay.com/usr/automotive2015</a>
151.	beadsofheaven	<a href="https://www.ebay.com/usr/beadsofheaven">https://www.ebay.com/usr/beadsofheaven</a>
160.	florida_emporium	<a href="https://www.ebay.com/usr/florida_emporium">https://www.ebay.com/usr/florida_emporium</a>
168.	kurta1	<a href="https://www.ebay.com/usr/kurta1">https://www.ebay.com/usr/kurta1</a>
175.	muk.safe	<a href="https://www.ebay.com/usr/muk.safe">https://www.ebay.com/usr/muk.safe</a>
178.	qiuqiumi	<a href="https://www.ebay.com/usr/qiuqiumi">https://www.ebay.com/usr/qiuqiumi</a>
188.	wesh_real_303	<a href="https://www.ebay.com/usr/wesh_real_303">https://www.ebay.com/usr/wesh_real_303</a>
194.	life changing products	<a href="https://lcpshop.net/">https://lcpshop.net/</a>
195.	peekwise	<a href="https://peekwise.com/">https://peekwise.com/</a>
196.	tyfyna	<a href="http://www.tyfyna.com">www.tyfyna.com</a>

17. Upon filing of Plaintiff's Motion for Default Judgment, we will cause Plaintiff's papers to be published on the website (<http://lifevac-cases.com/case-23-cv-16233.html>).

18. Upon filing of Plaintiff's Motion for Default Judgment, we will send an email to any email addresses provided for Defendants by third parties for Defendants in default and include Plaintiff's papers and a link to said website.

19. After entry of the Default Judgment, we will have the Default Judgment published on said website.

20. Further, after entry of the Default Judgment, we will send an email to any email addresses provided for Defendants by third parties that includes the Default Judgment and a link to said website.

21. Attached as **Exhibit D** hereto is a true and correct copy of the default judgment orders referred to in Plaintiff's Memorandum – *Life Vac, LLC v. The Individuals, et al.*, No. 1:23-cv-02360 (N.D. Ill. July 6, 2023), Dkt. No. 35 (Gettleman J.); *Iron Maiden Holdings Ltd. v. Partnerships & Unincorporated Associations Identified on Schedule "A"*, No. 1:18-CV-1098, Document #: 42 (N.D. Ill. April 10, 2018) (Alonso, J.); *Zuru (Singapore) Pte., Ltd. et al v. The Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations Identified on Schedule A Hereto*, No. 1:21-cv-2723, Document #: 43 (N.D. Ill. June 30, 2021) (Durkin, J.); *Creative Impact Inc. et al v. The Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations Identified on Schedule A Hereto*, No. 1:18-cv-07531, Document #: 45 (N.D. Ill. Mar. 13, 2019) (Durkin, J.).

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 7, 2024 in Cranford, New Jersey.

/s/ Christopher Tom  
Christopher Tom

# Exhibit A

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Summons - Life Vac LLC v The Individuals, et al

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### Summons - Life Vac LLC v The Individuals, et al - 23-cv-16233 (NDIL)

 Christopher Tom  
 To Christopher Tom  
 Cc Katie Kavanaugh; Evelyn Williams; Krystie Sor

Reply Reply All Forward

Wed 1/3/2024 11:56 AM

Bcc 'mjsjg1994@163.com'; '552156135@qq.com'; 'bafang1001@163.com'; 'huifangchen970@gmail.com'; 'zzzfs6@163.com'; '2143006764@qq.com'; 'blade0265@163.com'; 'bentain12@163.com'; 'yssid202313@163.com'; 'cxjjaju1@163.com'; 'qhxc1\_004@163.com'; '1589102419@qq.com'; 'qiyunb1@163.com'; 'kingdo9902@163.com'; 'chang15776768548@163.com'; 'mingxiao802@sina.com'; 'curry55632022@163.com'; 'caiwenche2020@163.com'; '3472325736@qq.com'; 'Schgft@163.com'; 'Svikia@163.com'; 'qwg13654521583@163.com'; '1321345138@qq.com'; 'flagwell001@163.com'; 'ta4ichuanfengxin4@outlook.com';

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Reply all with PDFs shared as Adobe link Yes

### LIFE VAC LLC v. THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE A TO THE COMPLAINT– 23-CV-16233 (NDIL)

Dear Sir,

Please take notice that you have been identified as a defendant operating one or more of the Defendant Internet Stores listed in Schedule A to the Complaint filed by Plaintiff Life Vac LLC in Case No. 23-cv-16233 (NDIL). Plaintiff has charged Defendants with violations of United States federal laws prohibiting trademark and/or copyright infringement. A copy of the Summons and the Complaint are attached hereto. Also attached is a copy of Temporary Restraining Order and Order Extending the TRO. These documents, as well as other documents that are relevant to the case, can be accessed via this link: <http://lifevac-cases.com/case-23-cv-16233.html>.

Any answer or other response to the Complaint should be served upon counsel within twenty-one (21) days from receipt of this email, exclusive of the day of service, and filed with the Clerk of the Court, United States District Court for the Northern District of Illinois. Defendants are advised to seek legal counsel if they have not already done so.

If you require any further information regarding this case, please do not hesitate to contact Plaintiff's attorneys at Boies Schiller Flexner LLP ([ctom@bsflfp.com](mailto:ctom@bsflfp.com); [kkavanaugh@bsflfp.com](mailto:kkavanaugh@bsflfp.com)).

Sincerely,

Chris

**Christopher Tom**  
 Counsel

**BOIES SCHILLER FLEXNER LLP**  
 55 Hudson Yards  
 New York, NY 10001  
 (t) +1 212 446 2318  
[ctom@bsflfp.com](mailto:ctom@bsflfp.com)  
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**Christopher Tom**  
 To Christopher Tom  
 Cc Katie Kavanaugh; Evelyn Williams; Krystie Sor  
 Bcc 'Schgft@163.com'; 'Svikia@163.com'; 'qwg13654521583@163.com'; '1321345138@qq.com'; 'flagwell001@163.com'; 'ta4ichuanfengxin4@outlook.com'; 'smtmsme29tt@joymxmail.com'; 'mxsumaitong135@shmxkj.com.cn'; 'eastodo02@163.com'; 'charm005@126.com'; 'mjsjg1996@163.com'; 'wenxiaoman2023@163.com'; 'lingxiao3520387@163.com'; '2855560295@qq.com'; 'amengkeling@126.com'; 'bigfish5201314@163.com'; 'pengxinying@mozhoupai.com'; '71140790@qq.com'; 'litaihao9901@163.com'; 'qiunkonggu5@163.com'; 'mygirlllkk@sina.com'; 'mygirlsq@sina.com';

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Dear Sir,

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Any answer or other response to the Complaint should be served upon counsel within twenty-one (21) days from receipt of this email, exclusive of the day of service, and filed with the Clerk of the Court, United States District Court for the Northern District of Illinois. Defendants are advised to seek legal counsel if they have not already done so.

If you require any further information regarding this case, please do not hesitate to contact Plaintiff's attorneys at Boies Schiller Flexner LLP ([ctom@bsflp.com](mailto:ctom@bsflp.com); [kkavanaugh@bsflp.com](mailto:kkavanaugh@bsflp.com)).

Sincerely,

Chris

**Christopher Tom**  
 Counsel

---

**BOIES SCHILLER FLEXNER LLP**  
 55 Hudson Yards  
 New York, NY 10001  
 (t) +1 212 446 2318  
[ctom@bsflp.com](mailto:ctom@bsflp.com)  
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**Christopher Tom**  
 To: Christopher Tom  
 Cc: Katie Kavanaugh; Evelyn Williams; Krystie Sor

Wed 1/3/2024 11:56 AM

Bcc: 'pengxinying@mozhoupai.com'; '71140790@qq.com'; 'litaihao9901@163.com'; 'qiyunkonggu5@163.com'; 'mygirllkk@sina.com'; 'mygirlsq@sina.com'; 'zzqjh46@163.com'; 'shangao0106@gmail.com'; 'healthtrave@163.com'; '1179703252@qq.com'; 'deng15367665643@163.com'; 'twh20220413@163.com'; 'erusvb@163.com'; 'li1025yan@sina.com'; 'aixi10001@163.com'; 'xu0505jing@sina.com'; 'hnyhsm1006@163.com'; 'hnyhsm1013@163.com'; 'tiancihy27@163.com'; 'qiyixiong202302@163.com'; '13530684794@163.com'; '1924916226@qq.com'; 'cc18929358254@163.com'; '631594655@qq.com'; 'hnyhsm1028@163.com';

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- LifeVac - 23-cv-16233- ORDER Extending TRO.pdf (164 KB)

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Sincerely,

Chris

**Christopher Tom**  
 Counsel

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**BOIES SCHILLER FLEXNER LLP**  
 55 Hudson Yards  
 New York, NY 10001  
 (t) +1 212 446 2318  
[ctom@bsflfp.com](mailto:ctom@bsflfp.com)  
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**Christopher Tom**  
 To Christopher Tom  
 Cc Katie Kavanaugh; Evelyn Williams; Krystie Sor

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Bcc 'qiyixiong202302@163.com'; '13530684794@163.com'; '1924916226@qq.com'; 'cc18929358254@163.com'; '631594655@qq.com'; 'hnyhsm1028@163.com'; '13249961610@163.com'; 'hnyhsm1036@163.com'; 'hnyhsm1037@163.com'; 'smt1pcancvf@joymxmail.com'; '18420366440@163.com'; 'smtp9yhbhed@joymxmail.com'; 'wuerye003@163.com'; '2970637880@qq.com'; 'zhangjile5781a02@163.com'; 'kmgusu237@163.com'; 'shenzhenfenghong@sina.com'; 'blueeyese@sina.com'; 'chenshengdianzi001@163.com'; 'lvdaosales057@163.com'; 'jairosanders19@gmail.com';

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Bcc 'shenzhenfenghong@sina.com'; 'blueeyese@sina.com'; 'chenshengdianzi001@163.com'; 'lvdaosales057@163.com'; 'jairosanders19@gmail.com'; 'zwnsyw@139.com'; 'leiling171991800@163.com'; 'jingqism888@sina.com'; 'litaihao9903@163.com'; 'chenliyi2021@126.com'; '296402671@qq.com'; 'shenglungxing@163.com'; 'poli1211ww@163.com'; 'mokarle@sina.com'; 'vliupeng01001@126.com'; 'xmdrop001@163.com'; '1487037170@qq.com'; 'buzhidao20210517@126.com'; 'zahaohuang1@163.com'; 'yszyp520@163.com'; 'oran147@gmail.com'; 'whxmd9894828@hotmail.com';

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Bcc 'buzhidao20210517@126.com'; 'zehaohuang1@163.com'; 'yszyp520@163.com'; 'oran147@gmail.com'; 'whxmd9894828@hotmail.com'; 'yixing1007123@outlook.com'; '1453305153@qq.com'; 'westbay@drcomfyus.com'; 'bilalyaz32@gmail.com'; 'feilvbin02@yeah.net'; 'zhyanbo0014@163.com'; 'czbhd77701@163.com'; '1194862013@qq.com'; '17758921051@163.com'; '18552800807@163.com'; 'zhuiwenseuu0933@163.com'; 'chen94880@outlook.com'; 'lifeixy002@outlook.com'; 'gongpinlongn05@163.com'; '19862656719@163.com'; '282261850@qq.com'; '13603830920@163.com'; 'qiuyuwenymx@163.com';

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To: Christopher Tom

Cc: Katie Kavanaugh; Evelyn Williams; Krystie Sor

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- LifeVac - 23-cv-16233- ORDER Extending TRO.pdf 164 KB

Reply all with PDFs shared as Adobe link Yes

#### LIFE VAC LLC v. THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE A TO THE COMPLAINT– 23-CV-16233 (NDIL)

Dear Sir,

Please take notice that you have been identified as a defendant operating one or more of the Defendant Internet Stores listed in Schedule A to the Complaint filed by Plaintiff Life Vac LLC in Case No. 23-cv-16233 (NDIL). Plaintiff has charged Defendants with violations of United States federal laws prohibiting trademark and/or copyright infringement. A copy of the Summons and the Complaint are attached hereto. Also attached is a copy of Temporary Restraining Order and Order Extending the TRO. These documents, as well as other documents that are relevant to the case, can be accessed via this link: <http://lifevac-cases.com/case-23-cv-16233.html>.

Any answer or other response to the Complaint should be served upon counsel within twenty-one (21) days from receipt of this email, exclusive of the day of service, and filed with the Clerk of the Court, United States District Court for the Northern District of Illinois. Defendants are advised to seek legal counsel if they have not already done so.

If you require any further information regarding this case, please do not hesitate to contact Plaintiff's attorneys at Boies Schiller Flexner LLP ([ctom@bsflp.com](mailto:ctom@bsflp.com); [kkavanaugh@bsflp.com](mailto:kkavanaugh@bsflp.com)).

Sincerely,

Chris

**Christopher Tom**  
 Counsel

---

**BOIES SCHILLER FLEXNER LLP**  
 55 Hudson Yards  
 New York, NY 10001  
 (t) +1 212 446 2318  
[ctom@bsflp.com](mailto:ctom@bsflp.com)  
[www.bsflp.com](http://www.bsflp.com)

# Exhibit B





# WARNING: Website Shut Down!

The online store that formerly used this domain has been disabled, pursuant to a U.S. federal court order, for the sale of products bearing counterfeit trademarks.

## NOTICE TO DEFENDANTS

### Case No: 1:23-cv-16233 : Life Vac LLC v. The Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations Identified on Schedule A .

The defendants operating the Defendant Internet Stores listed in Schedule A to the Complaint are hereby advised: Plaintiff has charged Defendants with violations of United States federal and state laws prohibiting trademark infringement and/or unauthorized copyrights. A copy of the Complaint and other legal documents may be obtained from Plaintiffs' attorney, **Katie Kavanaugh (KKavanaugh@bsflp.com)** and **Chris Tom (ctom@bsflp.com)**, (213) 629-9040.

Any answer or other response to the Complaint should be filed with the Clerk of the Court, United States District Court for the Northern District of Illinois, Eastern Division, Chicago, Illinois within twenty-one (21) days from when the Complaint is received by you.

Defendants are advised to seek legal counsel.

### Documents for Download

- Complaint with Exhibits ([View](#) | [Download PDF](#))
- Memorandum in Support of Temporary Restraining Order ([View](#) | [Download PDF](#))
- Declaration of Michael Plunkett in Support of Temporary Restraining Order ([View](#) | [Download PDF](#))
- Temporary Restraining Order ([View](#) | [Download PDF](#))
- Order Extending TRO ([View](#) | [Download PDF](#))
- Motion for Preliminary Injunction with Supporting Papers – January 3, 2024 ([View](#) | [Download PDF](#))
- Summons – Executed – January 3, 2024 ([View](#) | [Download PDF](#))
- Preliminary Injunction Order ([View](#) | [Download PDF](#))

# Exhibit C



9.	Blade Outdoor Fun Store Store	<a href="https://www.aliexpress.com/store/1102826699">https://www.aliexpress.com/store/1102826699</a>
11.	Brace Support Store	<a href="https://www.aliexpress.com/store/1103012324">https://www.aliexpress.com/store/1103012324</a>
12.	Buyready Cycling Store	<a href="https://www.aliexpress.com/store/1103037732">https://www.aliexpress.com/store/1103037732</a>
13.	Camping Adventure Store	<a href="https://www.aliexpress.com/store/1102696715">https://www.aliexpress.com/store/1102696715</a>
15.	Cycling Bicycle Parts Store	<a href="https://www.aliexpress.com/store/1102660295">https://www.aliexpress.com/store/1102660295</a>
17.	Dobelziter Outdoors Store	<a href="https://www.aliexpress.com/store/1102997549">https://www.aliexpress.com/store/1102997549</a>
18.	DoubleCamp Store	<a href="https://www.aliexpress.com/store/1101490473">https://www.aliexpress.com/store/1101490473</a>
19.	Dropshipme Home Store	<a href="https://www.aliexpress.com/store/1102251858">https://www.aliexpress.com/store/1102251858</a>
20.	Factory Promotion Discount Store	<a href="https://www.aliexpress.com/store/1101519259">https://www.aliexpress.com/store/1101519259</a>
22.	Good Healthy Care Store	<a href="https://www.aliexpress.com/store/1101949386">https://www.aliexpress.com/store/1101949386</a>
23.	Healthful Care Store	<a href="https://www.aliexpress.com/store/1101949928">https://www.aliexpress.com/store/1101949928</a>
24.	High-end Outdoor Products Store	<a href="https://www.aliexpress.com/store/1102024767">https://www.aliexpress.com/store/1102024767</a>
25.	hIGHWIF Store	<a href="https://www.aliexpress.com/store/1101341831">https://www.aliexpress.com/store/1101341831</a>
26.	Homeuse Healthy Factory Store	<a href="https://www.aliexpress.com/store/1101815464">https://www.aliexpress.com/store/1101815464</a>
27.	House output Store	<a href="https://www.aliexpress.com/store/1101415547">https://www.aliexpress.com/store/1101415547</a>
28.	Kevin Sports Equipment Store	<a href="https://www.aliexpress.com/store/1103010295">https://www.aliexpress.com/store/1103010295</a>
29.	KUAILE Yongdong Store	<a href="https://www.aliexpress.com/store/1101762090">https://www.aliexpress.com/store/1101762090</a>
31.	L-Cycling 55 Store	<a href="https://www.aliexpress.com/store/1101812724">https://www.aliexpress.com/store/1101812724</a>
32.	Lifevac Equipment Store	<a href="https://www.aliexpress.com/store/1102790218">https://www.aliexpress.com/store/1102790218</a>
33.	Male World Store	<a href="https://www.aliexpress.com/store/1102100028">https://www.aliexpress.com/store/1102100028</a>

35.	Missing You VV Store	<a href="https://www.aliexpress.com/store/1102978744">https://www.aliexpress.com/store/1102978744</a>
36.	Monclique Health Care Store	<a href="https://www.aliexpress.com/store/1102418273">https://www.aliexpress.com/store/1102418273</a>
37.	Moving Protect Store	<a href="https://www.aliexpress.com/store/1101762369">https://www.aliexpress.com/store/1101762369</a>
38.	Mozhoupai Household Merchandises Store	<a href="https://www.aliexpress.com/store/1102822381">https://www.aliexpress.com/store/1102822381</a>
39.	Nine Official Store	<a href="https://www.aliexpress.com/store/1102828272">https://www.aliexpress.com/store/1102828272</a>
41.	Outdoor cycling bike Store	<a href="https://www.aliexpress.com/store/1101570704">https://www.aliexpress.com/store/1101570704</a>
42.	Outdoor Entertainment Dropshipping Store	<a href="https://www.aliexpress.com/store/1101425020">https://www.aliexpress.com/store/1101425020</a>
43.	Outdoor Everything Experience Store	<a href="https://www.aliexpress.com/store/1101454675">https://www.aliexpress.com/store/1101454675</a>
44.	Outdoor Ventilation Store	<a href="https://www.aliexpress.com/store/1102794646">https://www.aliexpress.com/store/1102794646</a>
45.	OwlSight Tactical Gear Store	<a href="https://www.aliexpress.com/store/1101876401">https://www.aliexpress.com/store/1101876401</a>
46.	RLKR RESCUE Store	<a href="https://www.aliexpress.com/store/1102421883">https://www.aliexpress.com/store/1102421883</a>
47.	Safty Relax Store	<a href="https://www.aliexpress.com/store/1101434371">https://www.aliexpress.com/store/1101434371</a>
48.	Shop1100390803 Store	<a href="https://www.aliexpress.com/store/1100392798">https://www.aliexpress.com/store/1100392798</a>
49.	Shop1102066021 Store	<a href="https://www.aliexpress.com/store/1102063903">https://www.aliexpress.com/store/1102063903</a>
50.	Shop1102153727 Store	<a href="https://www.aliexpress.com/store/1102152783">https://www.aliexpress.com/store/1102152783</a>
51.	Shop1102163224 Store	<a href="https://www.aliexpress.com/store/1102169136">https://www.aliexpress.com/store/1102169136</a>
52.	Shop1102175178 Store	<a href="https://www.aliexpress.com/store/1102178137">https://www.aliexpress.com/store/1102178137</a>
53.	Shop1102378070 Store	<a href="https://www.aliexpress.com/store/1102372115">https://www.aliexpress.com/store/1102372115</a>
56.	Shop1102703040 Store	<a href="https://www.aliexpress.com/store/1102703041">https://www.aliexpress.com/store/1102703041</a>
57.	Shop1102727455 Store	<a href="https://www.aliexpress.com/store/1102725496">https://www.aliexpress.com/store/1102725496</a>
58.	Shop1102799204 Store	<a href="https://www.aliexpress.com/store/1102799205">https://www.aliexpress.com/store/1102799205</a>
59.	Shop1102823237 Store	<a href="https://www.aliexpress.com/store/1102823238">https://www.aliexpress.com/store/1102823238</a>
60.	Shop1102831129 Store	<a href="https://www.aliexpress.com/store/1102830112">https://www.aliexpress.com/store/1102830112</a>

61.	Shop1102857727 Store	<a href="https://www.aliexpress.com/store/1102858698">https://www.aliexpress.com/store/1102858698</a>
63.	Shop1102914877 Store	<a href="https://www.aliexpress.com/store/1102907898">https://www.aliexpress.com/store/1102907898</a>
64.	Shop1102938517 Store	<a href="https://www.aliexpress.com/store/1102950026">https://www.aliexpress.com/store/1102950026</a>
66.	Shop1102966006 Store	<a href="https://www.aliexpress.com/store/1102966007">https://www.aliexpress.com/store/1102966007</a>
67.	Shop1102994805 Store	<a href="https://www.aliexpress.com/store/1102991831">https://www.aliexpress.com/store/1102991831</a>
68.	Shop1102999580 Store	<a href="https://www.aliexpress.com/store/1102997549">https://www.aliexpress.com/store/1102997549</a>
69.	Shop1103100220 Store	<a href="https://www.aliexpress.com/store/1103100221">https://www.aliexpress.com/store/1103100221</a>
70.	Shop1103129103 Store	<a href="https://www.aliexpress.com/store/1103136084">https://www.aliexpress.com/store/1103136084</a>
71.	Shop1103151298 Store	<a href="https://www.aliexpress.com/store/1103128739">https://www.aliexpress.com/store/1103128739</a>
72.	Shop1103171071 Store	<a href="https://www.aliexpress.com/store/1103171072">https://www.aliexpress.com/store/1103171072</a>
73.	Shop1928100 Store	<a href="https://www.aliexpress.com/store/1101139428">https://www.aliexpress.com/store/1101139428</a>
74.	Shop4415079 Store	<a href="https://www.aliexpress.com/store/1101420305">https://www.aliexpress.com/store/1101420305</a>
75.	Shop4488021 Store	<a href="https://www.aliexpress.com/store/1101299383">https://www.aliexpress.com/store/1101299383</a>
76.	Shop912663023 Store	<a href="https://www.aliexpress.com/store/1101948454">https://www.aliexpress.com/store/1101948454</a>
77.	Sinan Store	<a href="https://www.aliexpress.com/store/1101432881">https://www.aliexpress.com/store/1101432881</a>
78.	Supercaring Store	<a href="https://www.aliexpress.com/store/1101655752">https://www.aliexpress.com/store/1101655752</a>
81.	To Be Stronger Store	<a href="https://www.aliexpress.com/store/1101423890">https://www.aliexpress.com/store/1101423890</a>
82.	Tulkera Sports Store	<a href="https://www.aliexpress.com/store/1102493139">https://www.aliexpress.com/store/1102493139</a>
83.	Very Interesting Store	<a href="https://www.aliexpress.com/store/1102855447">https://www.aliexpress.com/store/1102855447</a>
84.	Wandering The World Outdoors Store	<a href="https://www.aliexpress.com/store/1103020117">https://www.aliexpress.com/store/1103020117</a>
85.	West Cycling Store	<a href="https://www.aliexpress.com/store/1102813418">https://www.aliexpress.com/store/1102813418</a>
86.	WZOM Store	<a href="https://www.aliexpress.com/store/1102486185">https://www.aliexpress.com/store/1102486185</a>
87.	Xiaolaotou Store	<a href="https://www.aliexpress.com/store/1101307780">https://www.aliexpress.com/store/1101307780</a>

88.	XiMei Sports Entertainment Store	<a href="https://www.aliexpress.com/store/1102900475">https://www.aliexpress.com/store/1102900475</a>
89.	XmDropshipping001 Store	<a href="https://www.aliexpress.com/store/1102961887">https://www.aliexpress.com/store/1102961887</a>
90.	YE TIAN Store	<a href="https://www.aliexpress.com/store/1102409242">https://www.aliexpress.com/store/1102409242</a>
91.	yixinyiyi01 Store	<a href="https://www.aliexpress.com/store/1101765275">https://www.aliexpress.com/store/1101765275</a>
92.	Yuze Global SAFETY PROTECTION Supplies Store	<a href="https://www.aliexpress.com/store/1101334429">https://www.aliexpress.com/store/1101334429</a>
93.	Yyayp Sports Store	<a href="https://www.aliexpress.com/store/1102983812">https://www.aliexpress.com/store/1102983812</a>
94.	☆☆☆☆☆ Meditur	<a href="https://www.amazon.com/sp?seller=A1FKHJ5FDM12C0">https://www.amazon.com/sp?seller=A1FKHJ5FDM12C0</a>
95.	Acesaq	<a href="https://www.amazon.com/sp?seller=A2EE2LJ0799INE">https://www.amazon.com/sp?seller=A2EE2LJ0799INE</a>
96.	AEGWYNNR	<a href="https://www.amazon.com/sp?seller=A3D69IWIKMU1HX">https://www.amazon.com/sp?seller=A3D69IWIKMU1HX</a>
97.	BAYCENTER	<a href="https://www.amazon.com/sp?seller=A2CVC5BWP9WYTC">https://www.amazon.com/sp?seller=A2CVC5BWP9WYTC</a>
98.	BILAL YAZ	<a href="https://www.amazon.com/sp?seller=A1ZOIBEBI1TTC9">https://www.amazon.com/sp?seller=A1ZOIBEBI1TTC9</a>
99.	carilloa	<a href="https://www.amazon.com/sp?seller=A3QN0IY9GNEFP2">https://www.amazon.com/sp?seller=A3QN0IY9GNEFP2</a>
100.	chun wei mai tong bai huo dian	<a href="https://www.amazon.com/sp?seller=AZ4QU1MRN0BMM">https://www.amazon.com/sp?seller=AZ4QU1MRN0BMM</a>
101.	Cz-US	<a href="https://www.amazon.com/sp?seller=ATCGDQ7KTQCCZ">https://www.amazon.com/sp?seller=ATCGDQ7KTQCCZ</a>
102.	Doamlady	<a href="https://www.amazon.com/sp?seller=A1DTODV54YQPG1">https://www.amazon.com/sp?seller=A1DTODV54YQPG1</a>
103.	fuqingshisanshanzhengbiyi nbaihuolingshouchaosh	<a href="https://www.amazon.com/sp?seller=AQOHEPQRWTGV3">https://www.amazon.com/sp?seller=AQOHEPQRWTGV3</a>
104.	gangke	<a href="https://www.amazon.com/sp?seller=A2V7QT5RINUHAV">https://www.amazon.com/sp?seller=A2V7QT5RINUHAV</a>
105.	gaoxiangdianpu	<a href="https://www.amazon.com/sp?seller=A342WT2U1JHRR2">https://www.amazon.com/sp?seller=A342WT2U1JHRR2</a>
106.	Georgegarcia	<a href="https://www.amazon.com/sp?seller=A38IKZCVTHK689">https://www.amazon.com/sp?seller=A38IKZCVTHK689</a>
107.	GeYiHan	<a href="https://www.amazon.com/sp?seller=A300JKDCRA6AUH">https://www.amazon.com/sp?seller=A300JKDCRA6AUH</a>
108.	gongpinlongn05	<a href="https://www.amazon.com/sp?seller=A3OLJYE3LWY4K">https://www.amazon.com/sp?seller=A3OLJYE3LWY4K</a>
109.	haikouqiongshanherubaihuodian	<a href="https://www.amazon.com/sp?seller=A3VPPCUYMT82G0">https://www.amazon.com/sp?seller=A3VPPCUYMT82G0</a>
110.	HuauYu Business	<a href="https://www.amazon.com/sp?seller=A1ZA8MTEYO0EHU">https://www.amazon.com/sp?seller=A1ZA8MTEYO0EHU</a>
111.	HUIHANSHP	<a href="https://www.amazon.com/sp?seller=A1AC0VSYI6VJWR">https://www.amazon.com/sp?seller=A1AC0VSYI6VJWR</a>
112.	Iron base trade (铁基贸易)	<a href="https://www.amazon.com/sp?seller=A3IKNDHEU97L2F">https://www.amazon.com/sp?seller=A3IKNDHEU97L2F</a>

113.	JFGDShop	<a href="https://www.amazon.com/sp?seller=ARIFBX3VIAOY4">https://www.amazon.com/sp?seller=ARIFBX3VIAOY4</a>
114.	JinJiSha	<a href="https://www.amazon.com/sp?seller=A38Y4WPUATWI2Y">https://www.amazon.com/sp?seller=A38Y4WPUATWI2Y</a>
115.	KAYANI STORE	<a href="https://www.amazon.com/sp?seller=A3BOUNBDKPGMOB">https://www.amazon.com/sp?seller=A3BOUNBDKPGMOB</a>
117.	lifevac store	<a href="https://www.amazon.com/sp?seller=A3HD15OXDBB5NI">https://www.amazon.com/sp?seller=A3HD15OXDBB5NI</a>
118.	Lily US Shop	<a href="https://www.amazon.com/sp?seller=A1G80GG8Z01IR6">https://www.amazon.com/sp?seller=A1G80GG8Z01IR6</a>
119.	LIYUFENG ool	<a href="https://www.amazon.com/sp?seller=AS0UXL151W34H">https://www.amazon.com/sp?seller=AS0UXL151W34H</a>
121.	Madra Trd	<a href="https://www.amazon.com/sp?seller=A209HF95PR60AP">https://www.amazon.com/sp?seller=A209HF95PR60AP</a>
122.	mian xian jiao ling yi zhen bai huo dian	<a href="https://www.amazon.com/sp?seller=A3QXMTHQBRKUM3">https://www.amazon.com/sp?seller=A3QXMTHQBRKUM3</a>
123.	Monainc	<a href="https://www.amazon.com/sp?seller=AMB7SSATL5T3H">https://www.amazon.com/sp?seller=AMB7SSATL5T3H</a>
124.	Mranrae	<a href="https://www.amazon.com/sp?seller=A328ICJEHWJD4X">https://www.amazon.com/sp?seller=A328ICJEHWJD4X</a>
125.	Papamen	<a href="https://www.amazon.com/sp?seller=A2RA1IC4NJZXZ2">https://www.amazon.com/sp?seller=A2RA1IC4NJZXZ2</a>
126.	Paris Lawrence	<a href="https://www.amazon.com/sp?seller=AX7LRWXW70PAS">https://www.amazon.com/sp?seller=AX7LRWXW70PAS</a>
127.	pie trade (派子贸易)	<a href="https://www.amazon.com/sp?seller=A1HJEWQ471NUTY">https://www.amazon.com/sp?seller=A1HJEWQ471NUTY</a>
128.	Punjwani's Store	<a href="https://www.amazon.com/sp?seller=A3OS5WTQCF586V">https://www.amazon.com/sp?seller=A3OS5WTQCF586V</a>
129.	quanliyifu-k	<a href="https://www.amazon.com/sp?seller=A32FKUUHL0TW0&amp;">https://www.amazon.com/sp?seller=A32FKUUHL0TW0&amp;</a>
130.	ruqunshangmaoyouxiangongsi	<a href="https://www.amazon.com/sp?seller=A26M4LU0FYUARV">https://www.amazon.com/sp?seller=A26M4LU0FYUARV</a>
131.	shanximengjinglanwenwangluo kejiyouxiangongsi	<a href="https://www.amazon.com/sp?seller=ACLPVSJG5APU4">https://www.amazon.com/sp?seller=ACLPVSJG5APU4</a>
132.	tengxiangyunlong	<a href="https://www.amazon.com/sp?seller=A3MFKG9TP9LELQ">https://www.amazon.com/sp?seller=A3MFKG9TP9LELQ</a>
133.	tengyaoshangmao123	<a href="https://www.amazon.com/sp?seller=A1121JTW0IGRJV">https://www.amazon.com/sp?seller=A1121JTW0IGRJV</a>
134.	TingDi E-commerce	<a href="https://www.amazon.com/sp?seller=A132NKVDNDJ3S8">https://www.amazon.com/sp?seller=A132NKVDNDJ3S8</a>
135.	Tu Zhixiang (途志祥)	<a href="https://www.amazon.com/sp?seller=A3QG4GFKU46UH7">https://www.amazon.com/sp?seller=A3QG4GFKU46UH7</a>
136.	USAdealer724H	<a href="https://www.amazon.com/sp?seller=A3QG4GFKU46UH7">https://www.amazon.com/sp?seller=A3QG4GFKU46UH7</a>



137.	WanShiHui	<a href="https://www.amazon.com/sp?seller=A32SYI9VSXVJ1N">https://www.amazon.com/sp?seller=A32SYI9VSXVJ1N</a>
138.	whshyqybdzswjyb	<a href="https://www.amazon.com/sp?seller=A3KX284HA8CFEH">https://www.amazon.com/sp?seller=A3KX284HA8CFEH</a>
139.	Wind blowing small feathers	<a href="https://www.amazon.com/sp?seller=AJ3XLKTD86KHJ">https://www.amazon.com/sp?seller=AJ3XLKTD86KHJ</a>
141.	XIANXIAOLANG hhj	<a href="https://www.amazon.com/sp?seller=AFG7U6VA5MXGW">https://www.amazon.com/sp?seller=AFG7U6VA5MXGW</a>
142.	xiuyingyuyinganbaihuodian	<a href="https://www.amazon.com/sp?seller=A3T6V9NAQRYNDQ">https://www.amazon.com/sp?seller=A3T6V9NAQRYNDQ</a>
143.	YiaYang	<a href="https://www.amazon.com/sp?seller=A14SE2TGX8KEFR">https://www.amazon.com/sp?seller=A14SE2TGX8KEFR</a>
144.	yongchunshengtaifeistore	<a href="https://www.amazon.com/sp?seller=A29Z0UAJWORCHI">https://www.amazon.com/sp?seller=A29Z0UAJWORCHI</a>
145.	zhangliyancaps	<a href="https://www.amazon.com/sp?seller=A1LIO6WQ9QS0E0">https://www.amazon.com/sp?seller=A1LIO6WQ9QS0E0</a>
146.	ZHUYAPENG ool	<a href="https://www.amazon.com/sp?seller=A2LPKR2ZTHB468">https://www.amazon.com/sp?seller=A2LPKR2ZTHB468</a>
147.	ZhuYuLianUS	<a href="https://www.amazon.com/sp?seller=A1Y2154R1JQWM6">https://www.amazon.com/sp?seller=A1Y2154R1JQWM6</a>
148.	abscohort	<a href="https://www.ebay.com/usr/abscohort">https://www.ebay.com/usr/abscohort</a>
149.	absnetwork	<a href="https://www.ebay.com/usr/absnetwork">https://www.ebay.com/usr/absnetwork</a>
152.	biaslm72	<a href="https://www.ebay.com/usr/biaslm72">https://www.ebay.com/usr/biaslm72</a>
153.	black*j43vja	<a href="https://www.ebay.com/usr/black*j43vja">https://www.ebay.com/usr/black*j43vja</a>
154.	chicnest	<a href="https://www.ebay.com/usr/chicnest">https://www.ebay.com/usr/chicnest</a>
155.	dear_blessing	<a href="https://www.ebay.com/usr/dear_blessing">https://www.ebay.com/usr/dear_blessing</a>
156.	dewadas_store	<a href="https://www.ebay.com/usr/dewadas_store">https://www.ebay.com/usr/dewadas_store</a>
157.	evisio-81	<a href="https://www.ebay.com/usr/evisio-81">https://www.ebay.com/usr/evisio-81</a>
158.	fainad-94	<a href="https://www.ebay.com/usr/fainad-94">https://www.ebay.com/usr/fainad-94</a>
159.	faizmmuhamm_0	<a href="https://www.ebay.com/usr/faizmmuhamm_0">https://www.ebay.com/usr/faizmmuhamm_0</a>

161.	frothees	<a href="https://www.ebay.com/usr/frothees">https://www.ebay.com/usr/frothees</a>
162.	gayanrban0	<a href="https://www.ebay.com/usr/gayanrban0">https://www.ebay.com/usr/gayanrban0</a>
163.	hukamkhan	<a href="https://www.ebay.com/usr/hukamkhan">https://www.ebay.com/usr/hukamkhan</a>
164.	jcc_int84a	<a href="https://www.ebay.com/usr/jcc_int84a">https://www.ebay.com/usr/jcc_int84a</a>
165.	justl75	<a href="https://www.ebay.com/usr/justl75">https://www.ebay.com/usr/justl75</a>
166.	k_mart2	<a href="https://www.ebay.com/usr/k_mart2">https://www.ebay.com/usr/k_mart2</a>
167.	kivi_tech33	<a href="https://www.ebay.com/usr/kivi_tech33">https://www.ebay.com/usr/kivi_tech33</a>
169.	leebask	<a href="https://www.ebay.com/usr/leebask">https://www.ebay.com/usr/leebask</a>
170.	leihd001	<a href="https://www.ebay.com/usr/leihd001">https://www.ebay.com/usr/leihd001</a>
171.	mehrookhalil	<a href="https://www.ebay.com/usr/mehrookhalil">https://www.ebay.com/usr/mehrookhalil</a>
172.	mhoq19765	<a href="https://www.ebay.com/usr/mhoq19765">https://www.ebay.com/usr/mhoq19765</a>
173.	muhammaar45	<a href="https://www.ebay.com/usr/muhammaar45">https://www.ebay.com/usr/muhammaar45</a>
174.	muhammamuhamm0	<a href="https://www.ebay.com/usr/muhammamuhamm0">https://www.ebay.com/usr/muhammamuhamm0</a>
176.	nadah-1929	<a href="https://www.ebay.com/usr/nadah-1929">https://www.ebay.com/usr/nadah-1929</a>
177.	qiratsh30	<a href="https://www.ebay.com/usr/qiratsh30">https://www.ebay.com/usr/qiratsh30</a>
179.	shafa_4402	<a href="https://www.ebay.com/usr/shafa_4402">https://www.ebay.com/usr/shafa_4402</a>
180.	shakil1974	<a href="https://www.ebay.com/usr/shakil1974">https://www.ebay.com/usr/shakil1974</a>
181.	strike_fashion	<a href="https://www.ebay.com/usr/strike_fashion">https://www.ebay.com/usr/strike_fashion</a>
182.	sun*jv03	<a href="https://www.ebay.com/str/sunjv03">https://www.ebay.com/str/sunjv03</a>
183.	sunagbi-0	<a href="https://www.ebay.com/usr/sunagbi-0">https://www.ebay.com/usr/sunagbi-0</a>
184.	ttek_99	<a href="https://www.ebay.com/usr/ttek_99">https://www.ebay.com/usr/ttek_99</a>
185.	udanaan_63	<a href="https://www.ebay.com/usr/udanaan_63">https://www.ebay.com/usr/udanaan_63</a>

186.	us_autoparts_avenue	<a href="https://www.ebay.com/usr/us_autoparts_avenue">https://www.ebay.com/usr/us_autoparts_avenue</a>
187.	us_parts_arena	<a href="https://www.ebay.com/usr/us_parts_arena">https://www.ebay.com/usr/us_parts_arena</a>
189.	yameen.birchwood	<a href="https://www.ebay.com/usr/yameen.birchwood">https://www.ebay.com/usr/yameen.birchwood</a>
190.	zohtan_60	<a href="https://www.ebay.com/usr/zohtan_60">https://www.ebay.com/usr/zohtan_60</a>
191.	allenforce0922	<a href="https://www.wish.com/merchant/5dbaebfe5069f82106f9049d">https://www.wish.com/merchant/5dbaebfe5069f82106f9049d</a>
192.	FGCC	<a href="https://www.wish.com/merchant/6421f9c9f17fa23924246c40">https://www.wish.com/merchant/6421f9c9f17fa23924246c40</a>
193.	liulining6822	<a href="https://www.wish.com/merchant/609de2c5941c2c30004633f8">https://www.wish.com/merchant/609de2c5941c2c30004633f8</a>

# Exhibit D

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

LIFE VAC LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.: 1:23-cv-2360
	)	
THE INDIVIDUALS, CORPORATIONS,	)	
LIMITED LIABILITY COMPANIES,	)	
PARTNERSHIPS, AND UNINCORPORATED	)	
ASSOCIATIONS IDENTIFIED ON SCHEDULE	)	
A TO THE COMPLAINT,	)	
	)	
Defendants.	)	
	)	
	)	
	)	
	)	

**FINAL JUDGMENT ORDER**

THIS CAUSE having been commenced by LIFE VAC LLC (“Life Vac” or “Plaintiff”) against the Defendants identified on the First Amended Schedule A (collectively, the “Defaulting Defendants”) and using at least the domain names identified in the First Amended Schedule A (the “Defaulting Defendant Domain Names”) and the online marketplace accounts identified in the First Amended Schedule A (the “Defaulting Online Marketplace Accounts”), and Plaintiff having moved for entry of Default and Default Judgment against the Defaulting Defendants;

This Court having entered, upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants that included a domain name transfer order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, 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 FURTHER FINDS that it has personal jurisdiction over the Defaulting Defendants because the Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois, offering to sell and ship products into this Judicial District. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of products utilizing the Life Vac Trademark, U.S. Trademark Registration No.: 6,735,265, (the “LIFEVAC Trademark”) and/or copyrights covered by U.S. Copyright Office Registration Nos. VA 2-332-974, VAu 1-489-169, VAu 1-489-170, VA 2-335-339, and VA 2-335-352, (together, the “LIFEVAC Copyrights”);

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)), copyright infringement (17 U.S.C. § 101 et seq.), and/or 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.

Accordingly, this Court ORDERS 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 Plaintiff’s LIFEVAC Trademark, LIFEVAC 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 Life Vac product or not authorized by Plaintiff to be sold in connection with Plaintiff's LIFEVAC Trademark and/or LIFEVAC Copyrights;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Life Vac 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 Plaintiff's LIFEVAC Trademark and/or LIFEVAC Copyrights;
- c. committing any acts calculated to cause consumers to believe that 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 Plaintiff's LIFEVAC Trademark and/or LIFEVAC Copyrights 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 Plaintiff's LIFEVAC Trademark and/or LIFEVAC 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, 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 Defendants could continue to sell counterfeit Life Vac products; and
- h. operating and/or hosting websites at the Defendant Domain Names 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 Plaintiff's LIFEVAC Trademark and/or LIFEVAC Copyrights or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine Life Vac product or not authorized by Plaintiff to be sold in connection with Plaintiff's LIFEVAC Trademark and/or LIFEVAC Copyrights.

2. The domain name registries for the Defaulting Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff's choosing:

- a. unlock and change the registrar of record for the Defaulting Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defaulting Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or
- b. disable the Defaulting Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Alibaba, AliExpress, Amazon, DHgate, eBay, Walmart, and Wish, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines



such as Google, Bing and Yahoo, web hosts for the Defaulting Defendant Domain Names, and domain name registrars, 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 LIFEVAC Trademark and/or Copyright Registration, including any accounts associated with the Defaulting Defendants listed on the First Amended Schedule A;
- 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 LIFEVAC Trademark and/or Copyright Registration; and
- c. take all steps necessary to prevent links to the Defaulting Defendant Domain Names identified on the First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defaulting Defendant Domain Names from any search index.

4. Amazon.com (“Amazon”) and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

5. DHgate and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

6. eBay.com (“eBay”) and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

7. Walmart.com (“Walmart”) and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

8. ContextLogic, Inc. (“Wish”) and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

9. PayPal, Inc. (“PayPal”) and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

10. Payoneer, Inc. (“Payoneer”) and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

11. Ping Pong Global Solutions, Inc. (“Ping Pong”) and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

12. Coinbase Global, Inc. ("Coinbase") and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

13. LianLian Global t/as LL Pay U.S., LLC ("LianLian") and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

14. AllPay Limited ("AllPay") and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

15. Union Mobile Financial Technology Co., Ltd. ("Union Mobile") and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

16. Alibaba and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

17. AliExpress and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

18. Bank of China and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

19. Hyperwallet and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

20. JD.com ("JD") and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

21. Joom and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

22. Lakala and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

23. OFX and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

24. Paxful, Inc. ("Paxful") and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

25. PayEco and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

26. SellersFunding and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

27. Shopify and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

28. Stripe and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

29. Wise/TransferWise and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

30. World First UK Ltd. ("World First") and any related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

31. Pursuant to 15 U.S.C. § 1117 and 17 U.S.C. § 504, Plaintiff are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred fifty thousand dollars (\$150,000.00).

32. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Amazon, DHgate, eBay, Walmart, Wish, PayPal, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, AliExpress, Bank of China, Hyperwallet, JD, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First are hereby released to Plaintiff as partial payment of the above-identified damages, and Amazon, DHgate, eBay, Walmart, Wish, PayPal, Payoneer, Ping Pong, Coinbase, LianLian,

AllPay, Union Mobile, Alibaba, Aliexpress, Bank of China, Hyperwallet, JD, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First are ordered to release to Plaintiff the amounts from Defaulting Defendants' accounts within ten (10) business days of receipt of this Order.

33. Until Plaintiff have recovered full payment of monies owed by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Amazon, DHgate, eBay, Walmart, Wish, PayPal, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, AliExpress, Bank of China, Hyperwallet, JD, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Amazon, DHgate, eBay, Walmart, Wish, PayPal, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, AliExpress, Bank of China, Hyperwallet, JD, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First 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 accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. 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.

34. Until Plaintiff have recovered full payment of monies owed 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")

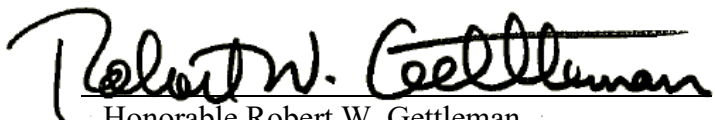
in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:

- 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 accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. 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.

35. In the event that Plaintiff identify 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 email at the email addresses identified by Plaintiff and any email addresses provided for Defaulting Defendants by third parties.

36. Plaintiff may serve this Order on Third Party Providers, including Amazon, DHgate, eBay, Walmart, Wish, PayPal, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, AliExpress, Bank of China, Hyperwallet, JD, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Wise/TransferWise, and/or World First, by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on Third Party Providers.

Dated: July 6, 2023

  
Honorable Robert W. Gettleman  
United States District Judge



**FIRST AMENDED SCHEDULE A TO COMPLAINT**

<b>No.</b>	<b>Defendants</b>	<b>Defendants Online Marketplace(s)</b>
1.	91hemouren	<a href="https://www.amazon.com/sp?seller=A1QBMT2DL0B6ON">https://www.amazon.com/sp?seller=A1QBMT2DL0B6ON</a>
4.	C&Z Sunny	<a href="https://www.amazon.com/sp?seller=ABL0KQYVJFRT6">https://www.amazon.com/sp?seller=ABL0KQYVJFRT6</a>
5.	CAMLO DIRECT	<a href="https://www.amazon.com/sp?seller=A1SLD6TWP5WM91">https://www.amazon.com/sp?seller=A1SLD6TWP5WM91</a>
7.	child	<a href="https://www.amazon.com/sp?seller=A24ZZ4QEIMMFSK">https://www.amazon.com/sp?seller=A24ZZ4QEIMMFSK</a>
8.	ChiZeshop	<a href="https://www.amazon.com/sp?seller=AFEBPHFVS31LT">https://www.amazon.com/sp?seller=AFEBPHFVS31LT</a>
9.	DragonlongZ	<a href="https://www.amazon.com/sp?seller=A3EPAYSTV2Q3NO">https://www.amazon.com/sp?seller=A3EPAYSTV2Q3NO</a>
10.	ECENUR US	<a href="https://www.amazon.com/sp?seller=AQNZ3B8YXUDHV">https://www.amazon.com/sp?seller=AQNZ3B8YXUDHV</a>
11.	Find Good Toys	<a href="https://www.amazon.com/sp?seller=A3FWJ2EJ85AB7Y">https://www.amazon.com/sp?seller=A3FWJ2EJ85AB7Y</a>
12.	ganshiweikjrg	<a href="https://www.amazon.com/sp?seller=A373O9F2EFKRQY">https://www.amazon.com/sp?seller=A373O9F2EFKRQY</a>
13.	guobaorouedian	<a href="https://www.amazon.com/sp?seller=AAS7MSE2FNLXV">https://www.amazon.com/sp?seller=AAS7MSE2FNLXV</a>
14.	Hanin Coban KR	<a href="https://www.amazon.com/sp?seller=A3LT8GFMTUNQD7">https://www.amazon.com/sp?seller=A3LT8GFMTUNQD7</a>
15.	Huihai Shop	<a href="https://www.amazon.com/sp?seller=A23VQYW0816631">https://www.amazon.com/sp?seller=A23VQYW0816631</a>
16.	Jh tech	<a href="https://www.amazon.com/sp?seller=A2WIK7JXUA8E4K">https://www.amazon.com/sp?seller=A2WIK7JXUA8E4K</a>
18.	jiaqihengda2018	<a href="https://www.amazon.com/sp?seller=A9XCSFJOJMQD3">https://www.amazon.com/sp?seller=A9XCSFJOJMQD3</a>
19.	JINGCHENG1	<a href="https://www.amazon.com/sp?seller=A3V0M63VB7NJKI">https://www.amazon.com/sp?seller=A3V0M63VB7NJKI</a>
21.	JS-777	<a href="https://www.amazon.com/sp?seller=A27GI5YV2VGI7E">https://www.amazon.com/sp?seller=A27GI5YV2VGI7E</a>
23.	Liushuning - ( 6-15 Days Delivery )	<a href="https://www.amazon.com/sp?seller=A3OV3M6NH7M3IZ">https://www.amazon.com/sp?seller=A3OV3M6NH7M3IZ</a>
24.	liusiyuanddian	<a href="https://www.amazon.com/sp?seller=A1L6IFQXPP7TTC">https://www.amazon.com/sp?seller=A1L6IFQXPP7TTC</a>
26.	MazhEyuE	<a href="https://www.amazon.com/sp?seller=A2RLQS2ECTN9LR">https://www.amazon.com/sp?seller=A2RLQS2ECTN9LR</a>
27.	mulans shop	<a href="https://www.amazon.com/sp?seller=ARJKAV64DSGFK">https://www.amazon.com/sp?seller=ARJKAV64DSGFK</a>

No.	Defendants	Defendants Online Marketplace(s)
29.	Myosoton	<a href="https://www.amazon.com/sp?seller=A2DDNJQUX6TOXF">https://www.amazon.com/sp?seller=A2DDNJQUX6TOXF</a>
30.	nfuhaijing5don	<a href="https://www.amazon.com/sp?seller=A2O37TP2XTRAAH">https://www.amazon.com/sp?seller=A2O37TP2XTRAAH</a>
31.	Open Limits PK	<a href="https://www.amazon.com/sp?seller=A19A8Q1GJ9CQ3H">https://www.amazon.com/sp?seller=A19A8Q1GJ9CQ3H</a>
35.	PAIDUO	<a href="https://www.amazon.com/sp?seller=AT66LYJB0YBQ0">https://www.amazon.com/sp?seller=AT66LYJB0YBQ0</a>
36.	PPYDerict	<a href="https://www.amazon.com/sp?seller=A37T3F9DAPV4GZ">https://www.amazon.com/sp?seller=A37T3F9DAPV4GZ</a>
37.	Qich-KK	<a href="https://www.amazon.com/sp?seller=A28VESM23LMFWE">https://www.amazon.com/sp?seller=A28VESM23LMFWE</a>
38.	QiongLinYuan	<a href="https://www.amazon.com/sp?seller=A1X06TJYNT03LK">https://www.amazon.com/sp?seller=A1X06TJYNT03LK</a>
39.	quandongmaoyiyouxian	<a href="https://www.amazon.com/sp?seller=A3R2AE0LW5JGDZ">https://www.amazon.com/sp?seller=A3R2AE0LW5JGDZ</a>
40.	QuSu US	<a href="https://www.amazon.com/sp?seller=A14GM46UR2ZUZ9">https://www.amazon.com/sp?seller=A14GM46UR2ZUZ9</a>
41.	Ryovtopi	<a href="https://www.amazon.com/sp?seller=A2A69R47BLPIPZ">https://www.amazon.com/sp?seller=A2A69R47BLPIPZ</a>
42.	sedna	<a href="https://www.amazon.com/sp?seller=A11VHD7LE8OUUA">https://www.amazon.com/sp?seller=A11VHD7LE8OUUA</a>
43.	Seviyen Erkilic KL	<a href="https://www.amazon.com/sp?seller=A112NOQ12A7ND3">https://www.amazon.com/sp?seller=A112NOQ12A7ND3</a>
44.	SherryyyY	<a href="https://www.amazon.com/sp?seller=A3P4F2NM30Y5PO">https://www.amazon.com/sp?seller=A3P4F2NM30Y5PO</a>
45.	shizhouqiangg	<a href="https://www.amazon.com/sp?seller=AEUEBBFROHUJT">https://www.amazon.com/sp?seller=AEUEBBFROHUJT</a>
46.	Spring Autumn	<a href="https://www.amazon.com/sp?seller=A1LB29NEA6YVCK">https://www.amazon.com/sp?seller=A1LB29NEA6YVCK</a>
47.	STEP-TIP	<a href="https://www.amazon.com/sp?seller=ABW4R98NWXCC4">https://www.amazon.com/sp?seller=ABW4R98NWXCC4</a>
48.	szmsm	<a href="https://www.amazon.com/sp?seller=A2T38WXMIUW36U">https://www.amazon.com/sp?seller=A2T38WXMIUW36U</a>
50.	WenJia	<a href="https://www.amazon.com/sp?seller=A3QCEJC9O3ZS9">https://www.amazon.com/sp?seller=A3QCEJC9O3ZS9</a>
51.	Xichang 6z	<a href="https://www.amazon.com/sp?seller=A18CRMMG14ENLL">https://www.amazon.com/sp?seller=A18CRMMG14ENLL</a>
52.	XiRang (→7-15 days delivery)	<a href="https://www.amazon.com/sp?seller=A384C7W30JPZNE">https://www.amazon.com/sp?seller=A384C7W30JPZNE</a>
53.	Xiu Ming Network	<a href="https://www.amazon.com/sp?seller=A2E4AS3LTCDM86">https://www.amazon.com/sp?seller=A2E4AS3LTCDM86</a>
54.	Xuan Kang Hu Wai Yong Pin Dian	<a href="https://www.amazon.com/sp?seller=A27URZGXFR7CNZ">https://www.amazon.com/sp?seller=A27URZGXFR7CNZ</a>
55.	YF_Store	<a href="https://www.amazon.com/sp?seller=A29GDKMBX6CVLZ">https://www.amazon.com/sp?seller=A29GDKMBX6CVLZ</a>

No.	Defendants	Defendants Online Marketplace(s)
56.	Youth Sunshine	<a href="https://www.amazon.com/sp?seller=A3R3U8VRABXS0K">https://www.amazon.com/sp?seller=A3R3U8VRABXS0K</a>
57.	yuguoweiayang	<a href="https://www.amazon.com/sp?seller=A385DEAJ1YN6DS">https://www.amazon.com/sp?seller=A385DEAJ1YN6DS</a>
58.	yutongbh	<a href="https://www.amazon.com/sp?seller=A3UED55CNCVKA4">https://www.amazon.com/sp?seller=A3UED55CNCVKA4</a>
59.	ZadaUS	<a href="https://www.amazon.com/sp?seller=A2GXEGZ5XTZPYM">https://www.amazon.com/sp?seller=A2GXEGZ5XTZPYM</a>
60.	ZeWa	<a href="https://www.amazon.com/sp?seller=APM3CKPY95QK4">https://www.amazon.com/sp?seller=APM3CKPY95QK4</a>
61.	zhangzhenpinfangzhishanghang	<a href="https://www.amazon.com/sp?seller=A1D27AWZKDSUQ5">https://www.amazon.com/sp?seller=A1D27AWZKDSUQ5</a>
62.	ZhengYong-US Direct	<a href="https://www.amazon.com/sp?seller=A3GTDQ1I3T56ON">https://www.amazon.com/sp?seller=A3GTDQ1I3T56ON</a>
63.	championringssclub	<a href="https://www.dhgate.com/store/about-us/21845739.html">https://www.dhgate.com/store/about-us/21845739.html</a>
64.	10jinfandui	<a href="https://www.ebay.com/usr/10jinfandui">https://www.ebay.com/usr/10jinfandui</a>
65.	2014liubm	<a href="https://www.ebay.com/usr/2014liubm">https://www.ebay.com/usr/2014liubm</a>
67.	agile-shop	<a href="https://www.ebay.com/usr/agile-shop">https://www.ebay.com/usr/agile-shop</a>
68.	asddfs451	<a href="https://www.ebay.com/usr/asddfs451">https://www.ebay.com/usr/asddfs451</a>
69.	ashou_87	<a href="https://www.ebay.com/usr/ashou_87">https://www.ebay.com/usr/ashou_87</a>
70.	auguki7627	<a href="https://www.ebay.com/usr/auguki7627">https://www.ebay.com/usr/auguki7627</a>
72.	bagppp	<a href="https://www.ebay.com/usr/bagppp">https://www.ebay.com/usr/bagppp</a>
73.	baohu654	<a href="https://www.ebay.com/usr/baohu654">https://www.ebay.com/usr/baohu654</a>
75.	chaishucan	<a href="https://www.ebay.com/usr/chaishucan">https://www.ebay.com/usr/chaishucan</a>
76.	chamteamhome	<a href="https://www.ebay.com/usr/chamteamhome">https://www.ebay.com/usr/chamteamhome</a>
77.	chen3_8120	<a href="https://www.ebay.com/usr/chen3_8120">https://www.ebay.com/usr/chen3_8120</a>
78.	chendonglei890	<a href="https://www.ebay.com/usr/chendonglei890">https://www.ebay.com/usr/chendonglei890</a>
79.	chenfang0	<a href="https://www.ebay.com/usr/chenfang0">https://www.ebay.com/usr/chenfang0</a>
80.	chenweifanme980	<a href="https://www.ebay.com/usr/chenweifanme980">https://www.ebay.com/usr/chenweifanme980</a>
82.	cicikele	<a href="https://www.ebay.com/usr/cicikele">https://www.ebay.com/usr/cicikele</a>
83.	closefzhua-2	<a href="https://www.ebay.com/usr/closefzhua-2">https://www.ebay.com/usr/closefzhua-2</a>
84.	daifeitian	<a href="https://www.ebay.com/usr/daifeitian">https://www.ebay.com/usr/daifeitian</a>

No.	Defendants	Defendants Online Marketplace(s)
85.	dowa9040	<a href="https://www.ebay.com/usr/dowa9040">https://www.ebay.com/usr/dowa9040</a>
86.	eenieang	<a href="https://www.ebay.com/usr/eenieang">https://www.ebay.com/usr/eenieang</a>
88.	eievhongrend	<a href="https://www.ebay.com/usr/eievhongrend">https://www.ebay.com/usr/eievhongrend</a>
89.	eireneicui0	<a href="https://www.ebay.com/usr/eireneicui0">https://www.ebay.com/usr/eireneicui0</a>
90.	evrhjb	<a href="https://www.ebay.com/usr/evrhjb">https://www.ebay.com/usr/evrhjb</a>
91.	fashion_bestbuy	<a href="https://www.ebay.com/usr/fashion_bestbuy">https://www.ebay.com/usr/fashion_bestbuy</a>
92.	fashion-girls95	<a href="https://www.ebay.com/usr/fashion-girls95">https://www.ebay.com/usr/fashion-girls95</a>
93.	fashion-wholesales	<a href="https://www.ebay.com/usr/fashion-wholesales">https://www.ebay.com/usr/fashion-wholesales</a>
94.	feifeifei-store	<a href="https://www.ebay.com/usr/feifeifei-store">https://www.ebay.com/usr/feifeifei-store</a>
95.	find_wholesale	<a href="https://www.ebay.com/usr/find_wholesale">https://www.ebay.com/usr/find_wholesale</a>
96.	gerpug-16	<a href="https://www.ebay.com/usr/gerpug-16">https://www.ebay.com/usr/gerpug-16</a>
97.	guo-kao2	<a href="https://www.ebay.com/usr/guo-kao2">https://www.ebay.com/usr/guo-kao2</a>
98.	happy-time189	<a href="https://www.ebay.com/usr/happy-time189">https://www.ebay.com/usr/happy-time189</a>
99.	heermeueng	<a href="https://www.ebay.com/usr/heermeueng">https://www.ebay.com/usr/heermeueng</a>
100.	heic_844	<a href="https://www.ebay.com/usr/heic_844">https://www.ebay.com/usr/heic_844</a>
101.	hhnmkl	<a href="https://www.ebay.com/usr/hhnmkl">https://www.ebay.com/usr/hhnmkl</a>
103.	hopebonny	<a href="https://www.ebay.com/usr/hopebonny">https://www.ebay.com/usr/hopebonny</a>
104.	hujiaming2	<a href="https://www.ebay.com/usr/hujiaming2">https://www.ebay.com/usr/hujiaming2</a>
105.	jgznl-xq	<a href="https://www.ebay.com/usr/jgznl-xq">https://www.ebay.com/usr/jgznl-xq</a>
106.	jian-1975	<a href="https://www.ebay.com/usr/jian-1975">https://www.ebay.com/usr/jian-1975</a>
107.	kaiw_4	<a href="https://www.ebay.com/usr/kaiw_4">https://www.ebay.com/usr/kaiw_4</a>
108.	kangodo.5870	<a href="https://www.ebay.com/usr/kangodo.5870">https://www.ebay.com/usr/kangodo.5870</a>
109.	karen6tongzhoubuy	<a href="https://www.ebay.com/usr/karen6tongzhoubuy">https://www.ebay.com/usr/karen6tongzhoubuy</a>
110.	kedu1_46	<a href="https://www.ebay.com/usr/kedu1_46">https://www.ebay.com/usr/kedu1_46</a>
111.	kingz666	<a href="https://www.ebay.com/usr/kingz666">https://www.ebay.com/usr/kingz666</a>
112.	landenullrich	<a href="https://www.ebay.com/usr/landenullrich">https://www.ebay.com/usr/landenullrich</a>
113.	lazhexia56	<a href="https://www.ebay.com/usr/lazhexia56">https://www.ebay.com/usr/lazhexia56</a>
114.	liangm37	<a href="https://www.ebay.com/usr/liangm37">https://www.ebay.com/usr/liangm37</a>

No.	Defendants	Defendants Online Marketplace(s)
115.	lipngman02	<a href="https://www.ebay.com/usr/lipngman02">https://www.ebay.com/usr/lipngman02</a>
116.	lopp990	<a href="https://www.ebay.com/usr/lopp990">https://www.ebay.com/usr/lopp990</a>
117.	lovefuture	<a href="https://www.ebay.com/usr/lovefuture">https://www.ebay.com/usr/lovefuture</a>
118.	luch733	<a href="https://www.ebay.com/usr/luch733">https://www.ebay.com/usr/luch733</a>
119.	luciom_8	<a href="https://www.ebay.com/usr/luciom_8">https://www.ebay.com/usr/luciom_8</a>
120.	luzhipeng6	<a href="https://www.ebay.com/usr/luzhipeng6">https://www.ebay.com/usr/luzhipeng6</a>
122.	maor4327	<a href="https://www.ebay.com/usr/maor4327">https://www.ebay.com/usr/maor4327</a>
123.	matsmi_43	<a href="https://www.ebay.com/usr/matsmi_43">https://www.ebay.com/usr/matsmi_43</a>
124.	mr_amz	<a href="https://www.ebay.com/usr/mr_amz">https://www.ebay.com/usr/mr_amz</a>
125.	mtzh-81	<a href="https://www.ebay.com/usr/mtzh-81">https://www.ebay.com/usr/mtzh-81</a>
126.	ngxiao189	<a href="https://www.ebay.com/usr/ngxiao189">https://www.ebay.com/usr/ngxiao189</a>
127.	niceqstore	<a href="https://www.ebay.com/usr/niceqstore">https://www.ebay.com/usr/niceqstore</a>
128.	noumaterwhar	<a href="https://www.ebay.com/usr/noumaterwhar">https://www.ebay.com/usr/noumaterwhar</a>
130.	pengyancghe0212	<a href="https://www.ebay.com/usr/pengyancghe0212">https://www.ebay.com/usr/pengyancghe0212</a>
132.	qinyanyanzh7255	<a href="https://www.ebay.com/usr/qinyanyanzh7255">https://www.ebay.com/usr/qinyanyanzh7255</a>
133.	quanrik81	<a href="https://www.ebay.com/usr/quanrik81">https://www.ebay.com/usr/quanrik81</a>
134.	quanwkiwe16	<a href="https://www.ebay.com/usr/quanwkiwe16">https://www.ebay.com/usr/quanwkiwe16</a>
135.	rifoshopdeal46	<a href="https://www.ebay.com/usr/rifoshopdeal46">https://www.ebay.com/usr/rifoshopdeal46</a>
136.	sincerestore009	<a href="https://www.ebay.com/usr/sincerestore009">https://www.ebay.com/usr/sincerestore009</a>
137.	songyu-1	<a href="https://www.ebay.com/usr/songyu-1">https://www.ebay.com/usr/songyu-1</a>
138.	srfkkks966	<a href="https://www.ebay.com/usr/srfkkks966">https://www.ebay.com/usr/srfkkks966</a>
139.	super_beauty	<a href="https://www.ebay.com/usr/super_beauty">https://www.ebay.com/usr/super_beauty</a>
141.	tongkang	<a href="https://www.ebay.com/usr/tongkang">https://www.ebay.com/usr/tongkang</a>
142.	tongzhouhouse0216	<a href="https://www.ebay.com/usr/tongzhouhouse0216">https://www.ebay.com/usr/tongzhouhouse0216</a>
143.	troy-dz	<a href="https://www.ebay.com/usr/troy-dz">https://www.ebay.com/usr/troy-dz</a>

No.	Defendants	Defendants Online Marketplace(s)
144.	uk_cifbuy	<a href="https://www.ebay.com/usr/uk_cifbuy">https://www.ebay.com/usr/uk_cifbuy</a>
145.	umesong-uk	<a href="https://www.ebay.com/usr/umesong-uk">https://www.ebay.com/usr/umesong-uk</a>
147.	wanghaike89	<a href="https://www.ebay.com/usr/wanghaike89">https://www.ebay.com/usr/wanghaike89</a>
148.	wangqianme338	<a href="https://www.ebay.com/usr/wangqianme338">https://www.ebay.com/usr/wangqianme338</a>
149.	wankling26	<a href="https://www.ebay.com/usr/wankling26">https://www.ebay.com/usr/wankling26</a>
150.	weixuleimn3189	<a href="https://www.ebay.com/usr/weixuleimn3189">https://www.ebay.com/usr/weixuleimn3189</a>
151.	wenhao_50	<a href="https://www.ebay.com/usr/wenhao_50">https://www.ebay.com/usr/wenhao_50</a>
152.	wish_season	<a href="https://www.ebay.com/usr/wish_season">https://www.ebay.com/usr/wish_season</a>
153.	wuqiaowa_94	<a href="https://www.ebay.com/usr/wuqiaowa_94">https://www.ebay.com/usr/wuqiaowa_94</a>
156.	xinlaihane402	<a href="https://www.ebay.com/usr/xinlaihane402">https://www.ebay.com/usr/xinlaihane402</a>
157.	xinxi-72	<a href="https://www.ebay.com/usr/xinxi-72">https://www.ebay.com/usr/xinxi-72</a>
158.	yaominjia7125	<a href="https://www.ebay.com/usr/yaominjia7125">https://www.ebay.com/usr/yaominjia7125</a>
159.	yata_8192	<a href="https://www.ebay.com/usr/yata_8192">https://www.ebay.com/usr/yata_8192</a>
160.	yhaqeoq-0	<a href="https://www.ebay.com/usr/yhaqeoq-0">https://www.ebay.com/usr/yhaqeoq-0</a>
161.	yoma1081	<a href="https://www.ebay.com/usr/yoma1081">https://www.ebay.com/usr/yoma1081</a>
162.	youig_28	<a href="https://www.ebay.com/usr/youig_28">https://www.ebay.com/usr/youig_28</a>
163.	yujia_914	<a href="https://www.ebay.com/usr/yujia_914">https://www.ebay.com/usr/yujia_914</a>
164.	yusnkjwi_50	<a href="https://www.ebay.com/usr/yusnkjwi_50">https://www.ebay.com/usr/yusnkjwi_50</a>
165.	zhiqianghecme	<a href="https://www.ebay.com/usr/zhiqianghecme">https://www.ebay.com/usr/zhiqianghecme</a>
166.	zhouyihan5285	<a href="https://www.ebay.com/usr/zhouyihan5285">https://www.ebay.com/usr/zhouyihan5285</a>
167.	zhuenduo	<a href="https://www.ebay.com/usr/zhuenduo">https://www.ebay.com/usr/zhuenduo</a>
168.	zhuhan_43	<a href="https://www.ebay.com/usr/zhuhan_43">https://www.ebay.com/usr/zhuhan_43</a>
169.	zhumakemoney	<a href="https://www.ebay.com/usr/zhumakemoney">https://www.ebay.com/usr/zhumakemoney</a>
170.	zhxi_2859	<a href="https://www.ebay.com/usr/zhxi_2859">https://www.ebay.com/usr/zhxi_2859</a>
171.	zixues_74	<a href="https://www.ebay.com/usr/zixues_74">https://www.ebay.com/usr/zixues_74</a>

No.	Defendants	Defendants Online Marketplace(s)

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

IRON MAIDEN HOLDINGS LTD.,	)	
	)	
Plaintiff,	)	
	)	Case No.: 1:18-cv-1098
v.	)	
	)	Judge Jorge L. Alonso
THE PARTNERSHIPS AND	)	
UNINCORPORATED ASSOCIATIONS	)	Magistrate Judge Michael T. Mason
IDENTIFIED ON SCHEDULE “A”,	)	
	)	
Defendants.	)	

**FINAL JUDGMENT ORDER**

This action having been commenced by IRON MAIDEN HOLDINGS LTD. (“IMHL”) 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 IMHL 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 IMHL, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

IMHL 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 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 Plaintiffs’ Trademarks. See Docket No. 9 which include 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 IRON MAIDEN Trademarks, U.S. Trademark Registration Nos. 4,848,431; 3,840,031; 1,307,146; 1,306,972 and 1,308,370.

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 IMHL'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 IRON MAIDEN Trademarks 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 IMHL Product or not authorized by IMHL to be sold in connection with the IRON MAIDEN Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine IMHL Product or any other product produced by IMHL, that is not IMHL' or not produced under the authorization, control or supervision of IMHL and approved by IMHL for sale under the IRON MAIDEN Trademarks;
  - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of IMHL, or are sponsored by, approved by, or otherwise connected with IMHL;
  - d. further infringing the IRON MAIDEN Trademarks and damaging IMHL's goodwill;
  - e. otherwise competing unfairly with IMHL 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 IMHL, nor authorized by IMHL to be sold or

- offered for sale, and which bear any of the IRON MAIDEN Trademarks 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 IRON MAIDEN Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine IMHL Product or not authorized by IMHL to be sold in connection with the IRON MAIDEN Trademarks.
2. 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 three (3) business days of receipt of this Order, shall, at IMHL's choosing:
- a. permanently transfer the Defendant Domain Names to IMHL's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of IMHL's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of IMHL'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 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, web hosts for the Defendant Domain Names, and domain name registrars, 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 IRON MAIDEN Trademarks, 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 IRON MAIDEN Trademarks; and
  - c. take all steps necessary to prevent links to the Defendant Domain Names identified on 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), IMHL is awarded statutory damages from each of the Defaulting Defendants in the amount of one million dollars (\$1,000,000) for willful use of counterfeit IRON MAIDEN Trademarks on products sold through at least the Defendant Internet Stores.
5. Western Union shall, within two (2) business 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. Amazon Payments, Inc. (“Amazon”), ContextLogic, Inc. (“WISH), PayPal, Inc. (“PayPal”) and/or Alipay US, Inc. (“Alipay”) 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 First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
7. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by Amazon and Alipay, are hereby released to IMHL as partial payment of the above-identified damages, and Amazon and Alipay are ordered to release to IMHL the amounts from Defaulting Defendants’ Amazon and Alipay accounts within ten (10) business days of receipt of this Order.
8. Until IMHL has recovered full payment of monies owed to it by any Defaulting Defendant, IMHL shall have the ongoing authority to serve this Order on Amazon and Alipay in the event that any new Amazon and Alipay accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Amazon 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 Amazon and Alipay 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’ Amazon and Alipay accounts to IMHL as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

9. Until IMHL has recovered full payment of monies owed to it by any Defaulting Defendant, IMHL 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 of Defaulting Defendants’ assets; and
  - c. Release all monies restrained in Defaulting Defendants’ financial accounts to IMHL as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
  
10. In the event that IMHL identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, IMHL may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 2 to the Declaration of Paul Varley and any e-mail addresses provided for Defaulting Defendants by third parties.

This is a Final Judgment.

ENTERED:

4/10/18



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Jorge L. Alonso  
United States District Judge

**FIRST AMENDED SCHEDULE A**

<b>No.</b>	<b>DEFENDANTS</b>
1	[RockShop] rock store
3	Amy's Store
4	Anime Costume Factory Store
6	Anny Boutique Bag Store
14	Chongqing ShengXinDa Trade Co., Ltd.
15	crazyee
16	Dancingman
17	DARBY JOAR Store
18	ddartoilpainting
19	Dehua Across Gift Co., Ltd.
20	dg88090431
23	Excellent shoes network
24	fashionhoodies
26	Green_love_open
27	haozhonghong
29	Heejues Store
34	kaiye Store
36	LadyShip
37	Meng cat women's clothing
38	Mens World Tshirts Store
39	Minason Silicon Valley Store
40	Mr.17 rock shop
43	NOAHCOSY Store
44	North_yang
46	PonyHouse Pandamaestro
47	PrettySunshine Jewellery Store
48	RIOT official flagship store
50	s9 Store
52	Sprig
56	Superstore Store
57	SweeTees Store
58	TONGXINGWOLF Store
60	Vanpolee Jewelry
61	Vast Flag
65	WE CAN FLY Store
67	Wishgirl Store
68	xiaoyh
70	Yaya Tshirts Store

71	Ycc3831893
74	yiwuliming Store
76	agoozon
77	Aimeila
78	Arsyadishop
80	AWDIP US
81	beckem_egan
83	BestNineFive
84	BoGuze
85	Bolany
86	BTX Toys
87	Cecil Eleanor Peter
91	Dhe-Vengance
94	Filyds
95	Fizh Custom Shop
96	FOGshop
97	gebgidixcwkpoa
98	Gift Personality
99	gogogods
100	GreenLabel
101	HangZhouZhuoBiaoMaoYiYouXianGongSi
102	Happypatch
103	HEI222
104	HELLO SIAM
105	hhgfddoo
108	jkjsdfhgis
109	JMPTWY
110	Johnny Learn to Rock
111	kikikikik
112	Kings sewing
113	kleenplus
114	Leygin
115	liyy
116	Mermaid Shop
117	MNC SHOP.
119	PATCHCUBE
120	Platinum Stuff
121	POP Creation
122	Poster Outlet
125	Repuai



127	Romanzy
128	Seeing one shop
129	shengjieruiqiche
130	Skyline Patch Shop
132	Sukohu
133	Thai Vintage
134	The Banyan Tee - TBT
135	Thebuttons
136	Think Patch
138	THKJI
139	Visor&Caps
140	W Expert
142	wanghuaikun
144	yangwancheng
145	yueqiang

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

ZURU (SINGAPORE) PTE, LTD.;  
ZURU INC.,

Plaintiffs,

v.

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

Defendants.

Case No. 21-cv-02723

**Judge Durkin**

**Magistrate Judge Finnegan**

**DEFAULT JUDGMENT ORDER**

This action having been commenced by Plaintiffs ZURU (SINGAPORE) PTE, LTD. and ZURU INC., (“PLAINTIFFS”) against the defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified on the Revised First Amended Schedule A (collectively, the “Defendant Internet Stores”), and PLAINTIFFS having moved for entry of Default and Default Judgment against the defendants identified on the Revised First Amended Schedule A attached hereto which have not yet appeared or been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; PLAINTIFFS 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 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 or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted; and

The Court finds that, although some defendants have appeared and been granted leave to respond to the Complaint by July 9, 2021 [Dkt. 29] and July 16, 2021 [Dkt. 38] respectively, there is no reason for delay in entering a final default judgment as to all remaining defendants who have neither appeared nor settled – the Defaulting Defendants listed on the Revised First Amended Schedule A [Dkt.39].

This Court 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, PLAINTIFFS have provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of PLAINTIFFS’ federally registered trademarks (the “ROBO FISH Trademarks”) and PLAINTIFFS’ federally registered copyrights (the “ROBO FISH Copyright Registrations”) to residents of Illinois. In this case, PLAINTIFFS have presented screenshot evidence that each Defendant e-commerce 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 the ROBO FISH Trademarks and/or ROBO FISH Copyright Registrations. *See* Docket No.10, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or

counterfeit versions of the ROBO FISH Trademarks and/or ROBO FISH Copyright Registrations.

A list of the ROBO FISH Trademarks is included in the below chart.

<b>Registration Number</b>	<b>Registered Trademark</b>	<b>International Classes</b>
<b>4,440,702</b>	<b>ROBO FISH</b>	28
<b>5,294,215</b>	<b>ROBO ALIVE</b>	28

A list of the ROBO FISH Copyright Registrations is included in the below chart.

<b>Registration Number</b>	<b>Title of Work</b>	
<b>VA 2-249-214</b>	<b>ROBOFISH PURPLE</b>	
<b>Va 2-248-953</b>	<b>ROBOFISH ORANGE</b>	

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)), copyright infringement (17 U.S.C. § 101 et seq.), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

Accordingly, this Court orders that PLAINTIFFS’ 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.

This Court further orders 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 ROBO FISH Trademarks, ROBO FISH Copyright Registrations or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine ROBO FISH product or not authorized by PLAINTIFFS to be sold in connection with the ROBO FISH Trademarks and/or ROBO FISH Copyright Registrations ;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine ROBO FISH product or any other product produced by PLAINTIFFS that is not PLAINTIFFS' or not produced under the authorization, control, or supervision of PLAINTIFFS and approved by PLAINTIFFS for sale under the ROBO FISH Trademarks and/or ROBO FISH Copyright Registrations ;
  - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of PLAINTIFFS or are sponsored by, approved by, or otherwise connected with PLAINTIFFS;
  - d. further infringing Plaintiffs' ROBO FISH Trademarks and/or ROBO FISH Copyright Registrations and damaging Plaintiffs' goodwill;
  - e. otherwise competing unfairly with Plaintiffs 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 PLAINTIFFS, nor authorized by PLAINTIFFS to be sold or offered for sale, and which bear any of PLAINTIFFS' trademarks or copyright registrations, including the ROBO FISH Trademarks or ROBO FISH Copyright Registrations, or any reproductions, counterfeit copies or colorable imitations;
  - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defaulting Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit ROBO FISH products; and
  - h. operating and/or hosting websites at the Defaulting Defendant Domain Names 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 Plaintiffs' ROBO FISH Trademarks and/or ROBO FISH Copyright Registrations or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine ROBO FISH product or not authorized by Plaintiffs to be sold in connection with Plaintiffs' ROBO FISH Trademarks and/or ROBO FISH Copyright Registrations.
2. 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, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and

Namecheap Inc., within seven (7) calendar days of receipt of this Order, shall, at PLAINTIFFS' choosing:

- a. transfer the Defendant Domain Names to PLAINTIFFS' control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of PLAINTIFFS' 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. disable the Defendant Domain Names and make them inactive and untransferable.
3. Defaulting Defendants and 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., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the ROBO FISH Trademarks or ROBO FISH Copyright Registrations; and
  - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the ROBO FISH Trademarks or ROBO FISH Copyright Registrations, or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine ROBO FISH

product or not authorized by PLAINTIFFS to be sold in connection with the ROBO FISH Trademarks or the ROBO FISH Copyright Registrations.

4. Upon PLAINTIFFS' request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, 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 ROBO FISH Trademarks or the ROBO FISH Copyright Registrations.
5. Pursuant to 15 U.S.C. § 1117(c)(2) and 17 U.S.C. § 504, PLAINTIFFS are awarded statutory damages from each of the Defaulting Defendants in the amount of \$150,000 for willful use of counterfeit ROBO FISH Trademarks and/or ROBO FISH Copyright Registrations on products sold through at least the Defendant Internet Stores. This 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.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), Alipay, Alibaba, Wish.com, Ant Financial Services Group ("Ant Financial"), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 5 above) or other of Defaulting Defendants' assets.
7. All monies (up to the amount of the statutory damages awarded in Paragraph 5 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to PLAINTIFFS as partial payment of the above-



identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are ordered to release to PLAINTIFFS the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

8. Until PLAINTIFFS have recovered full payment of monies owed to them by any Defaulting Defendant, PLAINTIFFS shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
9. In the event that PLAINTIFFS identify any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, PLAINTIFFS may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at any e-mail addresses provided for Defaulting Defendants by third parties.
10. Plaintiffs may serve this Order on Third Party Providers, including PayPal, by e-mail delivery to the e-mail addresses Plaintiffs used to serve the Temporary Restraining Order on Third Party Providers.
11. To obtain release of the bond previously posted in this action, PLAINTIFFS' counsel must file a motion for the return of the bond once the preliminary injunction no longer applies to any Defendant.

This is a Default Judgment.

Dated: June 30, 2021



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Thomas M. Durkin  
United States District Judge

**REVISED FIRST AMENDED SCHEDULE A**

No.	Defendants
1	aistulle
2	cn hot deals
3	egottenshop
4	hs.online.store
5	l-cosmetic-life
6	naliperer_1
8	vhg4048
9	your-choice76
10	1beasone
11	2009shoppingmall
12	2012happyboy
13	31_yyrd8e
14	326big
15	6 hk625
16	8season-gift
17	anmava-shop
18	ansi-spk
19	aramaxio
20	arezoma
21	aronkorn
22	baibuystore
23	baohhhke
25	best-to-have10
27	blair-gao
29	bonjour-bijoux
30	buybao365
31	buywithusoded
32	camal.21
34	cateringideas
37	chinasource2008
39	cssmst

No.	Defendants
40	czbdreg
42	dailynecessities0.99
43	deals.of.the.year
44	debr1312
45	dgsg2018
46	donistic
47	dresses-up
48	easy-4you
49	edk.deals
50	eforce1xtsg
51	excellent15390
53	extraxp
54	fairtopshop888
55	farmerlances
56	fashion-sell1978
57	fastandfree4all
58	firefighteryakir
59	galaxycentre13
61	gemstone-beauty2009
62	gifts.4.all
63	gintaryno-02
66	greatspecial
68	halfway 0
70	hardly no
71	houseandhome35
72	importjewelrylover
73	jewelry market
74	jupiterbigsale
77	koala outside
78	lalago
79	linj35
81	lusomuch
82	mango-fly

No.	Defendants
83	mapa-family
84	mjzfseis
85	modeldeals88
86	monterey2012
87	mylazypet
88	nicesumer
89	noaify
91	oobest_shop
92	palace_toys
93	parlorxshuyj
94	pj-online
95	plussale2017
96	popmall
97	queen club99
99	reflection9
100	repairmall2013
101	savemuchmore
102	shopdoro
103	store-4u
104	tangtangaw5
105	texoshop26
106	thestylehome
107	thirdeyeexportshop
108	tito2014
109	topdeal2all
110	topdealsalesil
111	topelectronics2010
112	trdelecis
113	trendforyou99
114	uncle_ding
115	urdeals89
116	us-deal-monster
118	walk-inrain
119	walter_209
120	washington1816
121	wishine20182018

No.	Defendants
122	worland-supermarket
123	worldnow
125	xiushuihcf
126	yates-0001
128	zanelle
129	zip-top

No.	Defendants Online Marketplace
1	<a href="https://www.ebay.com/usr/aistulle">https://www.ebay.com/usr/aistulle</a>
2	<a href="https://www.ebay.com/usr/cn_hot_deals">https://www.ebay.com/usr/cn_hot_deals</a>
3	<a href="https://www.ebay.com/usr/egottenshop">https://www.ebay.com/usr/egottenshop</a>
4	<a href="https://www.ebay.com/usr/hs.online.store">https://www.ebay.com/usr/hs.online.store</a>
5	<a href="https://www.ebay.com/usr/l-cosmetic-life">https://www.ebay.com/usr/l-cosmetic-life</a>
6	<a href="https://www.ebay.com/usr/naliperer_1">https://www.ebay.com/usr/naliperer_1</a>
8	<a href="https://www.ebay.com/usr/vhg4048">https://www.ebay.com/usr/vhg4048</a>
9	<a href="https://www.ebay.com/usr/your-choice76">https://www.ebay.com/usr/your-choice76</a>
10	<a href="https://www.ebay.com/usr/lbeasone">https://www.ebay.com/usr/lbeasone</a>
11	<a href="http://www.ebay.com/usr/2009shoppingmall">http://www.ebay.com/usr/2009shoppingmall</a>
12	<a href="http://stores.ebay.com/2012happyboy?trksid=p2047675.12563">http://stores.ebay.com/2012happyboy?trksid=p2047675.12563</a>
13	<a href="https://www.ebay.com/usr/31_yyrd8e">https://www.ebay.com/usr/31_yyrd8e</a>
14	<a href="http://www.ebay.com/usr/326big">http://www.ebay.com/usr/326big</a>
15	<a href="https://www.ebay.co.uk/usr/6_hk625">https://www.ebay.co.uk/usr/6_hk625</a>
16	<a href="http://stores.ebay.com/8Season-Gift?trksid=p2047675.12563">http://stores.ebay.com/8Season-Gift?trksid=p2047675.12563</a>
17	<a href="https://www.ebay.com/usr/anmava-shop">https://www.ebay.com/usr/anmava-shop</a>
18	<a href="http://www.ebay.com/usr/ansi-spk">http://www.ebay.com/usr/ansi-spk</a>
19	<a href="https://www.ebay.com/usr/aramaxio">https://www.ebay.com/usr/aramaxio</a>
20	<a href="https://www.ebay.com/usr/arezoma">https://www.ebay.com/usr/arezoma</a>
21	<a href="http://stores.ebay.com/aronkorn?trksid=p2047675.12563">http://stores.ebay.com/aronkorn?trksid=p2047675.12563</a>
22	<a href="http://www.ebay.com/usr/baibuystore">http://www.ebay.com/usr/baibuystore</a>
23	<a href="https://www.ebay.com/usr/baohhhke">https://www.ebay.com/usr/baohhhke</a>
25	<a href="https://www.ebay.com/usr/best-to-have10">https://www.ebay.com/usr/best-to-have10</a>
27	<a href="https://www.ebay.com/usr/blair-gao">https://www.ebay.com/usr/blair-gao</a>
29	<a href="http://www.ebay.com/usr/bonjour-bijoux">http://www.ebay.com/usr/bonjour-bijoux</a>
30	<a href="https://www.ebay.com/usr/buybao365">https://www.ebay.com/usr/buybao365</a>

No.	Defendants Online Marketplace
31	<a href="https://www.ebay.com/usr/buywithusoded">https://www.ebay.com/usr/buywithusoded</a>
32	<a href="https://www.ebay.com/usr/camal.21">https://www.ebay.com/usr/camal.21</a>
34	<a href="http://www.ebay.com/usr/cateringideas">http://www.ebay.com/usr/cateringideas</a>
37	<a href="http://www.ebay.com/usr/chinasource2008">http://www.ebay.com/usr/chinasource2008</a>
39	<a href="https://www.ebay.com/usr/cssmst/">https://www.ebay.com/usr/cssmst/</a>
40	<a href="https://www.ebay.co.uk/usr/czbdreg">https://www.ebay.co.uk/usr/czbdreg</a>
42	<a href="https://www.ebay.com/usr/dailynecessities0.99">https://www.ebay.com/usr/dailynecessities0.99</a>
43	<a href="https://www.ebay.co.uk/usr/deals.of.the.year">https://www.ebay.co.uk/usr/deals.of.the.year</a>
44	<a href="https://www.ebay.com/usr/debr1312">https://www.ebay.com/usr/debr1312</a>
45	<a href="https://www.ebay.com/usr/dgsgsh2018">https://www.ebay.com/usr/dgsgsh2018</a>
46	<a href="https://www.ebay.com/usr/donistic">https://www.ebay.com/usr/donistic</a>
47	<a href="http://stores.ebay.com/dresses-up">http://stores.ebay.com/dresses-up</a>
48	<a href="http://www.ebay.com/usr/easy-4you">http://www.ebay.com/usr/easy-4you</a>
49	<a href="https://www.ebay.com/usr/edk.deals">https://www.ebay.com/usr/edk.deals</a>
50	<a href="https://www.ebay.com/usr/eforcelxtsg?_trksid=p2047675.12559">https://www.ebay.com/usr/eforcelxtsg?_trksid=p2047675.12559</a>
51	<a href="https://www.ebay.com/usr/excellent15390/">https://www.ebay.com/usr/excellent15390/</a>
53	<a href="http://www.ebay.com/usr/extraxp">http://www.ebay.com/usr/extraxp</a>
54	<a href="http://www.ebay.com/usr/fairtopshop888">http://www.ebay.com/usr/fairtopshop888</a>
55	<a href="https://www.ebay.com/usr/farmerlances">https://www.ebay.com/usr/farmerlances</a>
56	<a href="https://www.ebay.com/usr/fashion-sell1978">https://www.ebay.com/usr/fashion-sell1978</a>
57	<a href="https://www.ebay.com/usr/fastandfree4all">https://www.ebay.com/usr/fastandfree4all</a>
58	<a href="http://www.ebay.com/usr/firefighteryakir">http://www.ebay.com/usr/firefighteryakir</a>
59	<a href="http://www.ebay.com/usr/galaxycentre13">http://www.ebay.com/usr/galaxycentre13</a>
61	<a href="http://stores.ebay.com/gemstone-beauty2009?_trksid=p2047675.12563">http://stores.ebay.com/gemstone-beauty2009?_trksid=p2047675.12563</a>
62	<a href="https://www.ebay.com/usr/gifts.4.all">https://www.ebay.com/usr/gifts.4.all</a>
63	<a href="https://www.ebay.com/usr/gintaryno-02">https://www.ebay.com/usr/gintaryno-02</a>
66	<a href="https://www.ebay.com/usr/greatspecial">https://www.ebay.com/usr/greatspecial</a>
68	<a href="http://www.ebay.com/usr/halfway_0">http://www.ebay.com/usr/halfway_0</a>
70	<a href="https://www.ebay.com/usr/hardly_no">https://www.ebay.com/usr/hardly_no</a>
71	<a href="https://www.ebay.com/usr/houseandhome35">https://www.ebay.com/usr/houseandhome35</a>
72	<a href="http://stores.ebay.com/importjewelrylover?_trksid=p2047675.12563">http://stores.ebay.com/importjewelrylover?_trksid=p2047675.12563</a>
73	<a href="http://www.ebay.com/usr/jewelry_market">http://www.ebay.com/usr/jewelry_market</a>

No.	Defendants Online Marketplace
74	<a href="https://www.ebay.com/usr/jupiterbigsale">https://www.ebay.com/usr/jupiterbigsale</a>
77	<a href="https://www.ebay.com/usr/koala_outside">https://www.ebay.com/usr/koala_outside</a>
78	<a href="https://www.ebay.com/usr/lalago">https://www.ebay.com/usr/lalago</a>
79	<a href="https://www.ebay.com/usr/linj35">https://www.ebay.com/usr/linj35</a>
81	<a href="http://stores.ebay.com/lusomuch? trksid=p2047675.12563">http://stores.ebay.com/lusomuch? trksid=p2047675.12563</a>
82	<a href="https://www.ebay.com/usr/mango-fly">https://www.ebay.com/usr/mango-fly</a>
83	<a href="https://www.ebay.com/usr/mapa-family">https://www.ebay.com/usr/mapa-family</a>
84	<a href="https://www.ebay.com/usr/mjzfsseis">https://www.ebay.com/usr/mjzfsseis</a>
85	<a href="https://www.ebay.com/usr/modeldeals88b">https://www.ebay.com/usr/modeldeals88b</a>
86	<a href="http://stores.ebay.com/monterey2012? trksid=p2047675.12563">http://stores.ebay.com/monterey2012? trksid=p2047675.12563</a>
87	<a href="https://www.ebay.com/usr/mylazypet">https://www.ebay.com/usr/mylazypet</a>
88	<a href="https://www.ebay.com/usr/nicesumer">https://www.ebay.com/usr/nicesumer</a>
89	<a href="https://www.ebay.com/usr/noaify">https://www.ebay.com/usr/noaify</a>
91	<a href="http://www.ebay.com/usr/oobest_shop">http://www.ebay.com/usr/oobest_shop</a>
92	<a href="https://www.ebay.com/usr/palace_toys">https://www.ebay.com/usr/palace_toys</a>
93	<a href="https://www.ebay.co.uk/usr/parlorxshuyj">https://www.ebay.co.uk/usr/parlorxshuyj</a>
94	<a href="http://stores.ebay.com/pj-online? trksid=p2047675.12563">http://stores.ebay.com/pj-online? trksid=p2047675.12563</a>
95	<a href="http://www.ebay.com/usr/plussale2017">http://www.ebay.com/usr/plussale2017</a>
96	<a href="http://stores.ebay.com/popmall? trksid=p2047675.12563">http://stores.ebay.com/popmall? trksid=p2047675.12563</a>
97	<a href="http://www.ebay.com/usr/queen_club99">http://www.ebay.com/usr/queen_club99</a>
99	<a href="http://www.ebay.com/usr/reflection9">http://www.ebay.com/usr/reflection9</a>
100	<a href="http://stores.ebay.com/repairmall2013? trksid=p2047675.12563">http://stores.ebay.com/repairmall2013? trksid=p2047675.12563</a>
101	<a href="http://stores.ebay.com/savemuchmore? trksid=p2047675.12563">http://stores.ebay.com/savemuchmore? trksid=p2047675.12563</a>
102	<a href="https://www.ebay.co.uk/usr/shopdoro">https://www.ebay.co.uk/usr/shopdoro</a>
103	<a href="https://www.ebay.com/usr/store-4u">https://www.ebay.com/usr/store-4u</a>
104	<a href="https://www.ebay.com/usr/tangtangaw5? trksid=p2047675.12559">https://www.ebay.com/usr/tangtangaw5? trksid=p2047675.12559</a>
105	<a href="https://www.ebay.com/usr/texoshop26">https://www.ebay.com/usr/texoshop26</a>
106	<a href="http://stores.ebay.com/thestylehome? trksid=p2047675.12563">http://stores.ebay.com/thestylehome? trksid=p2047675.12563</a>
107	<a href="https://www.ebay.com/usr/thirdeyeexportshop">https://www.ebay.com/usr/thirdeyeexportshop</a>
108	<a href="https://www.ebay.com/usr/tito2014">https://www.ebay.com/usr/tito2014</a>
109	<a href="https://www.ebay.co.uk/usr/topdeal2all">https://www.ebay.co.uk/usr/topdeal2all</a>
110	<a href="http://stores.ebay.com/topdealsalesil? trksid=p2047675.12563">http://stores.ebay.com/topdealsalesil? trksid=p2047675.12563</a>
111	<a href="https://www.ebay.com/usr/topelectronics2010? trksid=p2047675.12559">https://www.ebay.com/usr/topelectronics2010? trksid=p2047675.12559</a>
112	<a href="https://www.ebay.com/usr/trdelecis">https://www.ebay.com/usr/trdelecis</a>
113	<a href="http://stores.ebay.com/trendforyou99? trksid=p2047675.12563">http://stores.ebay.com/trendforyou99? trksid=p2047675.12563</a>

No.	Defendants Online Marketplace
114	<a href="https://www.ebay.com/usr/uncle_ding">https://www.ebay.com/usr/uncle_ding</a>
115	<a href="https://www.ebay.com/usr/urdeals89">https://www.ebay.com/usr/urdeals89</a>
116	<a href="http://www.ebay.com/usr/us-deal-monster">http://www.ebay.com/usr/us-deal-monster</a>
118	<a href="https://www.ebay.com/usr/walk-inrain">https://www.ebay.com/usr/walk-inrain</a>
119	<a href="https://www.ebay.co.uk/usr/walter_209">https://www.ebay.co.uk/usr/walter_209</a>
120	<a href="https://www.ebay.com/usr/washington1816">https://www.ebay.com/usr/washington1816</a>
121	<a href="https://www.ebay.com/usr/wishine20182018">https://www.ebay.com/usr/wishine20182018</a>
122	<a href="https://www.ebay.com/usr/worland-supermarket">https://www.ebay.com/usr/worland-supermarket</a>
123	<a href="https://www.ebay.com/usr/worldnow">https://www.ebay.com/usr/worldnow</a>
125	<a href="https://www.ebay.com/usr/xiushuihcf">https://www.ebay.com/usr/xiushuihcf</a>
126	<a href="http://www.ebay.com/usr/yates-0001">http://www.ebay.com/usr/yates-0001</a>
128	<a href="https://www.ebay.com/usr/zanelle">https://www.ebay.com/usr/zanelle</a>
129	<a href="http://www.ebay.com/usr/zip-top">http://www.ebay.com/usr/zip-top</a>





Plaintiffs having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, 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 FURTHER FINDS that it has personal jurisdiction over the Defaulting Defendants because the Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois, offering to sell and ship products into this Judicial District. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of the BUNCH O BALLOONS Trademark, U.S. Trademark Registration No.: 4709630;

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 Plaintiffs' 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.

Accordingly, this Court ORDERS 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 Plaintiffs' BUNCH O BALLOONS 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 BUNCH O BALLOONS product or not authorized by Plaintiffs to be sold in connection with Plaintiffs BUNCH O BALLOONS Trademark;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine BUNCH O BALLOONS product or any other product produced by Plaintiffs, that is not Plaintiffs' or not produced under the authorization, control, or supervision of Plaintiffs and approved by Plaintiffs for sale under Plaintiffs' BUNCH O BALLOONS 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 Plaintiffs, or are sponsored by, approved by, or otherwise connected with Plaintiffs;
- d. further infringing Plaintiffs' BUNCH O BALLOONS Trademark and damaging Plaintiffs' goodwill;
- e. otherwise competing unfairly with Plaintiffs 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 Plaintiffs, nor authorized by Plaintiffs to be sold or offered for sale, and which bear any of Plaintiffs' BUNCH O BALLOONS Trademark or any reproductions, counterfeit copies or colorable imitations thereof;

- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defaulting Online Marketplace Accounts, the Defaulting 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 BUNCH O BALLOONS 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 Plaintiffs' BUNCH O BALLOONS Trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine BUNCH O BALLOONS product or not authorized by Plaintiffs to be sold in connection with Plaintiffs' BUNCH O BALLOONS Trademark.

2. The domain name registries for the Defaulting Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiffs' choosing:

- a. unlock and change the registrar of record for the Defaulting Defendant Domain Names to a registrar of Plaintiffs' selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defaulting Defendant Domain Names to a registrar of Plaintiffs' selection until further ordered by this Court; or
- b. disable the Defaulting Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as 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, web hosts for the Defaulting Defendant Domain Names, and domain name registrars, 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 BUNCH O BALLOONS Trademark, including any accounts associated with the Defaulting Defendants listed on First Amended Schedule A;
- 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 BUNCH O BALLOONS Trademark; and
- c. take all steps necessary to prevent links to the Defaulting Defendant Domain Names identified on First Amended Schedule A from displaying

in search results, including, but not limited to, removing links to the Defaulting Defendant Domain Names from any search index.

4. Western Union and its related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

5. PayPal, Inc. ("PayPal") and its related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

6. Amazon Payments, Inc. ("Amazon") and its related companies and affiliates 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 in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

7. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of one million dollars (\$1,000,000) for willful use of counterfeit BUNCH O BALLOONS Trademark on products sold through at least the Defaulting Defendant Internet Stores.

8. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Western Union, PayPal, Amazon, etc. are hereby released to Plaintiffs as partial payment of the above-identified damages, and Western Union, PayPal, Amazon, etc. are ordered to release to Plaintiffs the amounts from Defaulting Defendants' accounts within ten (10) business days of receipt of this Order.

9. Until Plaintiffs have recovered full payment of monies owed by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on Western Union, PayPal, Amazon, etc. in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Western Union, PayPal, Amazon, etc. 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 accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' accounts to Plaintiffs as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

10. Until Plaintiffs have recovered full payment of monies owed by any Defaulting Defendant, Plaintiffs 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 and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites, including, but not limited to, any accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' accounts to Plaintiffs as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

11. In the event that Plaintiffs identify any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, Plaintiffs may send notice of any supplemental proceeding to Defaulting Defendants by email at the email addresses identified by Plaintiffs and any email addresses provided for Defaulting Defendants by third parties.

12. The ten thousand-dollar (\$10,000) bond posted by Plaintiffs, including any interest minus the registry fee, is hereby released to Plaintiffs or their counsel. The Clerk of the Court is directed to return the bond previously deposited with the Clerk of the Court to Plaintiffs or its counsel.

Dated: 3/13, 2019

  
United States District Judge