

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

KIEL PATRICK JAMES LLC,

Plaintiff,

v.

THE PARTNERSHIPS AND  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No.: 1:17-cv-00650

Judge Sharon Johnson Coleman

Magistrate Judge Michael T. Mason

**FINAL JUDGMENT ORDER**

This action having been commenced by KIEL PATRICK JAMES LLC ("KJP") 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 KJP 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 KJP, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

KJP having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of KJP's trademark which is protected by U.S. Trademark Registration No. 4,819,102 (the "ANCHOR TRADEMARK").

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 KJP'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 ANCHOR 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 KJP Product or not authorized by KJP to be sold in connection with the ANCHOR Trademark;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine KJP Product or any other product produced by KJP, that is not KJP' or not produced under the authorization, control or supervision of KJP and approved by KJP for sale under the ANCHOR 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 KJP, or are sponsored by, approved by, or otherwise connected with KJP;
- d. further infringing the ANCHOR Trademark and damaging KJP's goodwill;
- e. otherwise competing unfairly with KJP 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 KJP, nor authorized by KJP to be sold or offered for sale, and which bear any of the ANCHOR Trademark or any reproductions, counterfeit copies or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and

- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the ANCHOR Trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine KJP Product or not authorized by KJP to be sold in connection with the ANCHOR Trademark.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order, shall, at KJP's choosing:
  - a. permanently transfer the Defendant Domain Names to KJP's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of KJP's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of KJP' 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

ANCHOR Trademark, 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 ANCHOR Trademark; 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), KJP is awarded statutory damages from each of the Defaulting Defendants in the amount of twenty-five thousand dollars (\$25,000) for willful use of counterfeit ANCHOR Trademark 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. and PayPal, Inc. (“Amazon and PayPal”) shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any China or Hong Kong based accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified 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 PayPal, are hereby released to KJP as partial payment of the above-identified damages, and Amazon and PayPal is ordered to release to KJP the

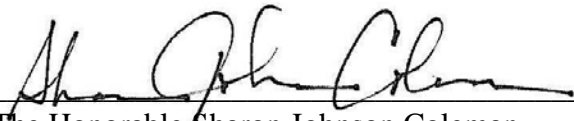
amounts from Defaulting Defendants' Amazon and PayPal accounts within ten (10) business days of receipt of this Order.

8. Until KJP has recovered full payment of monies owed to it by any Defaulting Defendant, KJP shall have the ongoing authority to serve this Order on Amazon and PayPal in the event that any new Amazon and PayPal accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Amazon and PayPal 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 PayPal 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 PayPal accounts to KJP as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
  
9. Until KJP has recovered full payment of monies owed to it by any Defaulting Defendant, KJP 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 KJP as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
10. In the event that KJP identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, KJP 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 Jeremy Savage and any e-mail addresses provided for Defaulting Defendants by third parties.
11. The ten thousand-dollar (\$10,000) cash bond posted by KJP, including any interest minus the registry fee, is hereby released to KJP or its counsel, Keith A. Vogt. The Clerk of the Court is directed to return the cash bond previously deposited with the Clerk of the Court to KJP or its counsel by check made out to the Keith A. Vogt IOLTA account.

This is a Final Judgment.

Dated: April 12, 2017



The Honorable Sharon Johnson Coleman  
United States District Court Judge

**FIRST AMENDED SCHEDULE A****DEFENDANTS**

3	all abt accessories
4	AmaranTeen.
6	AThingStore
7	AutumnFall
9	Bentoshop
10	bestwishes2u
13	byfs
15	Charm story
17	C-Pioneer
21	Dutch Brook
25	Forever Yang (ship from overseas).
26	Freemale
27	Gardeek
32	infinite u
34	KAFOOLIN
35	KStyle Fashion
36	Leon Baskin
38	Lovetomorrow.
39	lucky jewelry shop
40	M.JVisun
41	MENSO
42	Mn&Sue.
44	MoonPrinces
45	NewYuan
50	Richy-Glory
51	Rosemes
52	RoseSummer
53	Siamese smile
57	TOFOCO COM Direct
59	UltimaFio
61	Wang Rong.
65	Wu Huabiao
66	Xiafen store
67	XJoel.
74	Bling Jewelry - KJP
77	BYBYCD
85	HLDIY
88	Jewelry_Awesome.
90	kingf



91	kintao
92	KJH Jewelry
93	Making up.
99	SmileMissH..
100	Superhai
104	water water woman
106	AddFavor
107	Alvakin.
108	Amanda Jonesok
111	Andyshopping.
112	AnnroZ
115	AricoFashion
117	Atolyestone Jewelry.
118	ATPTAE.
122	Bemarry
123	Blue butterfly.
124	boboso.
125	BOLAYU
126	Bosun Mart
127	Budsarakam Shop
128	Buedvo
131	CARTER PAUL
132	Chariot Trading
134	CreazyDog.
135	Datework.
136	Dating Women
138	Dorimi
140	E&S&U
144	Fariishta
150	FryBird
151	Fullkang.
152	GGMart
153	Gokustore
154	Goodluckky
156	Hope Tree
158	iVan
159	JDJewelryInc.
166	JW Collection
167	JY Jewelry
169	Konalla
170	Koson-Man

174	Lemongallery
175	LeoleeinAM
176	Li Mingemoji:888
179	Lisingtool
180	LNKRE JEWELRY
182	LOVELY IVA
184	LSVTR
185	Luckfulls
186	lxbn.
189	Mondayflower.
191	Motop
196	open shopping
197	PADEK
198	pikolai
199	pixelshop18
203	RIUDA
204	sandistore.
205	sen bang
212	Soyagift
214	SumBonum
216	SUN-BLUEGRASS
217	Super Champ.
218	SUPPION
219	susenstone
220	Tabbary.
221	TEMEGO
226	UPLOTER
227	Us ShirtandDesign
228	USStore.
229	Vocheng Jewelry
230	weidan99
232	Whatland
233	XILALU
235	XUANOU
237	Yu look®
240	CANDY BLACK
244	DaySeventh.
245	Destlets
246	DGConnection
248	Eva Parkman Store
250	Faddist Choice

258	Neartime
259	NOVTEN
260	Orange Style
263	SINGLELUCI
264	SlimArmor Shop