

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

CHARLES BRIT TURNER,

Plaintiff,

Civil Action No.: 1:20-cv-02997

v.

Judge Robert W. Gettleman

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Magistrate Judge Susan E. Cox

Defendants.

FINAL JUDGMENT ORDER

This action having been commenced by CHARLES BRIT TURNER (“TURNER”) against the defendants identified in the attached Schedule A and using the Defendant domain names and online marketplace accounts (collectively, the “Defendant Internet Stores”), and TURNER having moved for entry of Default and Default Judgment against the defendants identified in Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by TURNER, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an infringement injunction order and asset restraining order;

TURNER 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 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 Plaintiff’s Trademark. *See* Docket No. 12 which includes 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 BLACKBERRY SMOKE trademark, which is covered by U.S. Trademark Registration No. 4,866,423 (“BLACKBERRY SMOKE 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)), violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.), and civil conspiracy.

IT IS HEREBY ORDERED that TURNER’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 BLACKBERRY SMOKE 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 BLACKBERRY SMOKE Product or not authorized by TURNER to be sold in connection with the BLACKBERRY SMOKE trademark;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine BLACKBERRY SMOKE Product or any other product produced by TURNER, that is not TURNER's or not produced under the authorization, control or supervision of TURNER and approved by TURNER for sale under the BLACKBERRY SMOKE 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 TURNER, or are sponsored by, approved by, or otherwise connected with TURNER;
 - d. further infringing the BLACKBERRY SMOKE trademark and damaging TURNER's goodwill;
 - e. otherwise competing unfairly with TURNER 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 TURNER, nor authorized by TURNER to be

- sold or offered for sale, and which bear any of the BLACKBERRY SMOKE 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 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 BLACKBERRY SMOKE trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine BLACKBERRY SMOKE Product or not authorized by TURNER to be sold in connection with the BLACKBERRY SMOKE trademark.
2. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, Amazon or 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 BLACKBERRY SMOKE trademark, including any accounts associated with the Defaulting Defendants listed on Schedule A attached hereto;

- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the BLACKBERRY SMOKE trademark; and
 - c. take all steps necessary to prevent links to the Defendant domain names identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Online Stores from any search index.
3. Pursuant to 15 U.S.C. § 1117(c)(2), TURNER is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for willful use of counterfeit BLACKBERRY SMOKE trademark on products sold through at least the Defendant Internet Stores.
4. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), Alipay US, Inc. (“Alipay”), Alibaba Group Holding Limited (“Alibaba”) and Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY (“DHGate”), shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ online marketplace accounts or Defaulting Defendants’ websites identified on Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
5. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate, are hereby released to TURNER as partial payment of the above-identified damages, and eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate is ordered to release to TURNER the amounts from Defaulting Defendants’ eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate accounts within ten (10) business days of receipt of this Order.

6. Until TURNER has recovered full payment of monies owed to it by any Defaulting Defendant, TURNER shall have the ongoing authority to serve this Order on eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate in the event that any new eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate shall within two (2) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts or Defaulting Defendants' websites, including, but not limited to, any eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate accounts;
 - b. Restrain and enjoin such accounts or funds that are Asia based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' eBay, PayPal, WISH, Amazon, Alipay, Alibaba, and DHGate accounts to TURNER as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
 - d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiffs BLACKBERRY SMOKE trademark.
7. Until TURNER has recovered full payment of monies owed to it by any Defaulting Defendant, TURNER 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 TURNER as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. Upon Plaintiff’s request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiff’s BLACKBERRY SMOKE trademark.
9. In the event that TURNER identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, TURNER 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 Charles Brit Turner and any e-mail addresses provided for Defaulting Defendants by third parties.

10. The bond posted by Plaintiff in the amount of \$10,000.00 is hereby ordered released by the Clerk to Plaintiff or Plaintiff's counsel.

11. This is a Final Judgment.

Dated: July 21, 2020


United States District Court Judge

SCHEDULE A

NO.	DEFENDANTS
1	xindongli Store
2	t-shirt03 Store
3	Shop5592085 Store
4	Shop5597065 Store
5	xrTIP01
6	Stanley C Donovan
7	ALICE PERKINS
8	Lisa D Gochenour
9	Jeremy Roberts
10	jiujiangtashahangshangmaoyouxiangongsi
11	Desire J Cuevas
12	Richard James
13	AprilMCohen
14	Steven Sapp
15	Patricia Mayo
16	DANIEL BURTON
17	JOELEWIS
18	Harold R Raglin
19	STARKLY
20	BAILEY DALE
21	HARASS STUDIO
22	Kimzo
23	Maria D Miller
24	Yaruiguan
25	John B Haws
26	David E Everett
27	GAME DIY
28	Jason A Ramirez
29	Melissa J Hagen
30	Silence9494
31	CelleCX
32	Linqinghui
33	ZOE CLAYTON
34	LEOUMAOYE
35	Marjorie A Floyde
36	WangHongPeng
37	Albert V. Chloe

38	BEN ALEXANDER
39	blatovarnca
40	Nancy A. Moore
41	Rppuer
42	Patricia FordT
43	MORGANMYERS
44	honghuawenhua
45	Ronald A Maurer
46	JeffeFountainryd
47	Deunglor
48	Lovevol
49	Daig Meng
50	Feytes
51	Gloria Nguyen
52	Wang Siwe
53	KEIRA ATKINSON
54	PatriciaANewbury
55	SCJEFFERSONOTT
56	SHUILIFANG
57	doohcwBDJ
58	AbSXOiCzE
59	ETHAN HOLLAND
60	Maryat
61	Hye D Riche
62	Xiumeimei
63	KaRobinsonren
64	Chouven
65	Ivyashu
66	ZENGYUEPENG
67	Memories of God
68	DAHEDTKEYNA
69	Janeth M Shannon
70	Buddha Garment
71	AlexCMarshall
72	Robert D Testa
73	Anakalenina
74	Monsiavins
75	HengTracy
76	FINLEY HENRY

77	RoKrauskopfsie
78	Coojjee
79	GuoCool
80	MoieyQFanch
81	Wennhua
82	Caozhiwen
83	ChiquiEffordta
84	Brian J Smith
85	RobertSVilla
86	Yadiicoyo
87	JAE WYTLM
88	BRADLEY BOWEN
89	JennaAA
90	SEBASTIAN WESTON
91	chasihao
92	Hang Hisi
93	Ashley S Snavely
94	Stephon Tracy
95	Ryan C Schmitt
96	Jerry J Wong
97	coolttang
98	MAYA LIAM
99	DABSONN
100	Cilzm
101	DAISY DEAN
102	zengyike
103	Thomas Cunningham
104	Pinglicen
105	ZhongQiu
106	Albert Jodie
107	Mabb
108	KIJBB2WBFBP
109	Hollyang
110	A76538300
111	Ienin
112	v2win413
113	cym413
114	lqd991
115	19longxingda2

116	al_955874
117	alberwidjaj0
118	alikabarstore
119	alsco_35
120	awahitaazzana46-2
121	bagassetywicakson0
122	chenlitong20188
123	dawan_8334
124	dede-8537
125	djasrmari0
126	elilisnawat_0
127	enlimaoyiuk2018
128	enre_96
129	fatalaziza-0
130	hefebr0
131	judgeazhar
132	kethubu-25
133	kethubu-68
134	leny_andriany
135	luzhongfei2019
136	ojbota0
137	ojostok10-6
138	pencabutnyawa
139	pepi04
140	risalomo0
141	sdaniati
142	sij1_alone
143	teesncase
144	zuoqing2
145	jinhui fashion trade
146	pingping shopping
147	tinger fashion
148	gaomiao fashion
149	jianlin supper-market
150	yefei fashion
151	wenyazhen fashion store
152	zhoumaomao fashion
153	hanbao fashion
154	yangcui fashion

155	zengfayu fashion
156	bjiyhf supper-market
157	nbjlmk Friday
158	oiynul fashion store
159	sfgtwwe store
160	dfzdfsd store
161	longchaoqun fashion
162	safdgcx store
163	Crayons' International Trade
164	nanxie
165	Daily trade
166	Good friend trade
167	Amitata
168	wangtingting0205
169	bingo-gogogo
170	Classic trend shop
171	yudandan
172	THANKSCC
173	whtbluesky
174	zhangxuza
175	wuyongqing
176	China various commodity shops
177	linlin135
178	YLM
179	zarn
180	chunmiao
181	yrzyrz654
182	wangqinxiao
183	ENZE1985
184	linxiuqing2018
185	zhulianghui2018
186	sanmentiankai
187	penghongh
188	charihong
189	bullewhq
190	2ccm
191	niceVIP
192	5VVPPC
193	2ccm06

194	9CCM
195	YIJIN03
196	YIJIN10
197	vdgdgffhy5625
198	YIJIN21
198	YIJIN26
199	gdhdfjf54gf
200	YIJIN24
202	YIJIN07
203	YIJIN01
204	lpp5448
205	liufen666