

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

GCI OUTDOOR LLC,

Plaintiff,

v.

GCIOUTDOORSALE.COM,

Defendant.

Case No. 22-cv-04877

Judge Rebecca R. Pallmeyer

Magistrate Judge Maria Valdez

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff GCI OUTDOOR LLC (“GCI” or “Plaintiff”) against the fully interactive, e-commerce store GCIOUTDOORSALE.COM (“Defendant” or “Defaulting Defendant”) and GCI OUTDOOR LLC having moved for entry of Default and Default Judgment against the Defendant;

This Court having entered a preliminary injunction; GCI OUTDOOR LLC having properly completed service of process on Defaulting Defendant, the combination of providing notice via electronic publication and/or e-mail, along with any notice that Defaulting Defendant received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendant of the pendency of the action and affording them the opportunity to answer and present its objections; and

The Defaulting Defendant having not 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;

This Court finds that it has personal jurisdiction over Defaulting Defendant because

Defaulting Defendant directly targets i business activities toward consumers in the United States, including Illinois. Specifically, GCI OUTDOOR LLC has provided a basis to conclude that Defaulting Defendant has targeted sales to Illinois residents by setting up and operating the e-commerce store GCIOUTDOORSALE.COM that targets United States consumers, offers shipping to the United States, including Illinois, and has sold products using infringing and counterfeit versions of GCI OUTDOOR LLC's federally registered trademarks, which are covered by U.S. Trademark Registration Nos. 4,963,756; 5,254,698; 5,284,443; 6,008,245; 6,504,919; 6,637,503; 2,144,358 and 2,278,144 (the "GCI Trademarks") to residents of Illinois. In this case, GCI OUTDOOR LLC has presented screenshot evidence that the Defendant e-commerce store is reaching out to do business with Illinois residents by operating the commercial, interactive internet store GCIOUTDOORSALE.COM through which Illinois residents can and do purchase products using counterfeit versions of the GCI Trademarks. *See* Docket No. [10], which includes screenshot evidence confirming that the 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 GCI Trademarks.

This Court further finds that Defaulting Defendant is liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), and false designation of origin (15 U.S.C. § 1125(a)).

Accordingly, this Court orders that GCI OUTDOOR LLC's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendant is deemed in default, and that this Default Final Judgment is entered against Defaulting Defendant.

This Court further orders that:

1. Defaulting Defendant, its 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 GCI Trademarks 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 GCI OUTDOOR LLC product or not authorized by GCI OUTDOOR LLC to be sold in connection with the GCI Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine GCI OUTDOOR LLC product or any other product produced by GCI OUTDOOR LLC, that is not GCI OUTDOOR LLC's or not produced under the authorization, control, or supervision of GCI OUTDOOR LLC and approved by GCI OUTDOOR LLC for sale under the GCI Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendant's products are those sold under the authorization, control, or supervision of GCI OUTDOOR LLC, or are sponsored by, approved by, or otherwise connected with GCI OUTDOOR LLC; and
 - d. 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 GCI OUTDOOR LLC, nor authorized by GCI OUTDOOR LLC to be sold or offered for sale, and which bear any of GCI OUTDOOR

LLC's trademarks, including the GCI Trademarks, or any reproductions, counterfeit copies or colorable imitations;

- e. discontinue the use of the GCI Trademarks, or any confusingly similar trademarks, on or in connection with all internet websites, domain names, or businesses owned and operated, or controlled by them, including the internet website operating under the domain name GCIOUTDOORSALE.COM; and
 - f. discontinue the use of the GCI Trademarks, or any confusingly similar trademarks within domain name extensions, metatags or other markers within website source code, or from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' database or cache memory, and any other form of use of such terms which is visible to a computer user or serves to direct computer searches to internet websites registered, owned, or operated by Defendant, including the internet website operating under GCIOUTDOORSALE.COM.
2. The domain name GCIOUTDOORSALE.COM is hereby ordered to be immediately transferred by Defendant, its assignees and/or successors in interest or title, and the Registrars to Plaintiff's control.
 3. Defendant shall preserve copies of all computer files relating to the use of the domain name GCIOUTDOORSALE.COM and shall take all steps necessary to retrieve computer files relating to the use of the domain GCIOUTDOORSALE.COM that may have been deleted before the entry of this order.
 4. In order to give practical effect to the Permanent Injunction:

- a. The domain name GCIOUTDOORSALE.COM is hereby ordered to be immediately transferred by Defendant, its assignees and/or successors in interest or title, and the Registrar to Plaintiff's control. To the extent the current Registrar does not facilitate the transfer of the domain name GCIOUTDOORSALE.COM to Plaintiff's control within five (5) days of receipt of this Judgment, upon Plaintiff's request, the top level domain (TLD) Registry for GCIOUTDOORSALE.COM, or its administrators, including backend registry operators or administrators shall, within thirty (30) days, (i) change the Registrar of Record for GCIOUTDOORSALE.COM to a Registrar of Plaintiff's choosing, and that Registrar shall transfer GCIOUTDOORSALE.COM to Plaintiff, or (ii) place GCIOUTDOORSALE.COM on Registry Hold status for the life of the current registration, thus removing it from the TLD zone files maintained by the Registry which links GCIOUTDOORSALE.COM to the IP address where the associated website is hosted;
- b. Plaintiff may serve this injunction on any Internet search engines or any service provider referring or linking users to any specific URLs of GCIOUTDOORSALE.COM with a request that the service provider permanently disable the references or links to, and/or permanently de-index or delist any specific URLs identified by Plaintiff which are being used by Defendant in connection with the offering for sale or sale of goods bearing counterfeits of the GCI Trademarks, based upon Defendant's unlawful activities being conducted via GCIOUTDOORSALE.COM as a whole and via any additional URLs identified by Plaintiff;

- c. Plaintiff may serve this injunction on the domain name registrar(s) and/or the privacy protection service(s) for GCIOUTDOORSALE.COM to disclose to Plaintiff the true identity and contact information for the registrant of GCIOUTDOORSALE.COM;
- d. Plaintiff may serve this injunction on any service provider, including specifically GoDaddy LLC, with a request to permanently cease providing any services to Defendant in connection with any and all domain names, including but not limited to, GCIOUTDOORSALE.COM, and websites through which Defendant engages in the promotion, offering for sale and/or sale of goods using counterfeits of the GCI Trademarks, including permanently deleting GCIOUTDOORSALE.COM from its DNS used for the DoH (1.1.1.1);
- e. Defendant, its agent(s) or assign(s), shall assign in writing all rights, title, and interest, to GCIOUTDOORSALE.COM to Plaintiff and, if in a reasonable time, not to exceed five (5) business days of receipt of this Order Defendants fail to make such an assignment, the Court shall order the act to be done by another person appointed by the Court at Defendant's expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a);
- f. Defendant, its agent(s) or assign(s), shall instruct in writing all search engines to permanently delist or deindex GCIOUTDOORSALE.COM and, if within a reasonable time, not to exceed five (5) business days of receipt of this Order, Defendant fails to make such a written instruction, the Court shall order the act to be done by another person appointed by the Court at Defendant's expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a);

is being used to sell or is the means by which Defaulting Defendant could continue to sell counterfeit and infringing goods using the GCI Trademarks; 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 GCI Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine GCI OUTDOOR LLC product or not authorized by GCI OUTDOOR LLC to be sold in connection with the GCI Trademarks.

6. Upon GCI OUTDOOR LLC's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 5, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendant in connection with the sale of counterfeit and infringing goods using the GCI Trademarks.
7. Pursuant to 15 U.S.C. § 1117(c)(2), GCI OUTDOOR LLC is awarded statutory damages from Defaulting Defendant in the amount of three hundred thousand dollars (\$300,000) for willful use of counterfeit GCI Trademarks on products sold through at least the commercial, interactive e-commerce store GCIOUTDOORSALE.COM.
8. Any Third Party Providers holding funds for Defaulting Defendant, including PayPal, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendant or commercial, interactive e-commerce store GCIOUTDOORSALE.COM from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 7 above) or other of Defaulting Defendant's assets.

9. All monies (up to the amount of the statutory damages awarded in Paragraph 7 above) currently restrained in Defaulting Defendant's financial accounts, including monies held by Third Party Providers such as PayPal, are hereby released to GCI OUTDOOR LLC as partial payment of the above-identified damages, and Third Party Providers, including PayPal, are ordered to release to GCI OUTDOOR LLC the amounts from Defaulting Defendant's financial accounts within fourteen (14) calendar days of receipt of this Order.
10. Until GCI OUTDOOR LLC has recovered full payment of monies owed to it by any Defaulting Defendant, GCI OUTDOOR LLC shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
11. In the event that GCI OUTDOOR LLC identifies any additional domain names or financial accounts owned by Defaulting Defendant, GCI OUTDOOR LLC may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendant by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of JEFF POLKE and any e-mail addresses provided for Defaulting Defendant by third parties.
12. The ten-thousand-dollar (\$10,000) surety bond posted by GCI OUTDOOR LLC is hereby released to GCI OUTDOOR LLC or its counsel, Keith Vogt Ltd., 33 W Jackson Blvd, #2W, Chicago, Illinois, 60604. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to GCI OUTDOOR LLC or its counsel.

This is a Default Final Judgment.

Dated: October 26, 2022



Chief Judge Rebecca R. Pallmeyer
United States District Judge