UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SOCIETE POUR L'OEUVRE ET LA MEMOIRE D'ANTOINE DE SAINT EXUPERY - SUCCESSION DE SAINT EXUPERY-D'AGAY, Plaintiff, v. THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON AMENDED SCHEDULE A HERETO, Defendants.	Case No. 24-cv-5737 Judge Sunil R. Harjani

FINAL DEFAULT JUDGMENT ORDER

This action having been commenced by SOCIETE POUR L'OEUVRE ET LA MEMOIRE D'ANTOINE DE SAINT EXUPERY - SUCCESSION DE SAINT EXUPERY-D'AGAY (hereinafter "Plaintiff") against the defendants identified in the attached Amended Schedule A and using the Defendant Online Marketplace Accounts (collectively, the "Defendant Internet Stores"), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified in Amended Schedule A attached hereto (collectively, the "Defaulting Defendants");

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order; Plaintiff 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 Plaintiff's trademarks which are protected by U.S. Trademark Registration Nos. 2,695,996 and 5,751,737 for the "LE PETIT PRINCE" word mark in classes 2, 3, 8, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32 and 41; No. 5,706,587 for "THE LITTLE PRINCE" word mark in classes 2, 3, 8, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 32 and 41; No. 5,706,588 for "THE LITTLE PRINCE" design mark in classes 2, 3, 8, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32 and 41; and No. 5,706,589 for "THE LITTLE PRINCE" design mark in classes 2, 3, 8, 9, 11, 12, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30, 31, 32 and 41 (collectively, "THE LITTLE PRINCE Trademarks").

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED 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 Plaintiff's 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 products that are not genuine Plaintiff's Products or are not authorized by Plaintiff to be sold in connection with Plaintiff's Trademarks;

   b. passing off, inducing, or enabling others to sell or pass off any products as genuine Plaintiff's Products or any other products produced by Plaintiff, that are not Plaintiff's or are not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's 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 Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

   d. further infringing Plaintiff's Trademarks and damaging Plaintiff's goodwill;

   e. 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 Trademarks or any reproductions, counterfeit copies or colorable imitations thereof; and

f. 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/Infringing Products.

2. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer, eBay, Alibaba, Alipay, PayPal and Amazon, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Online Marketplace Accounts, and domain name registrars, shall within five (5) 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 Plaintiff's Trademarks, including any accounts associated with the Defaulting Defendants listed in Amended Schedule A attached hereto; and

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 Plaintiff's Trademarks.

3. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of fifty thousand dollars ($50,000) for willful use of counterfeit Plaintiff's Trademarks on products sold through at least the Defendant Internet Stores.

4. eBay, Alibaba, Alipay, PayPal and Amazon shall, within five (5) 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 Amended Schedule A from transferring or disposing of any money (up to the statutory damages awarded in Paragraph 3 above) or other of Defaulting Defendants' assets.

5. All monies (up to the statutory damages awarded in Paragraph 3 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by eBay, Alibaba, Alipay, PayPal and Amazon, are hereby released to Plaintiff as partial payment of the above-identified damages, and eBay, Alibaba, Alipay, PayPal and Amazon are ordered to release to Plaintiff the amounts from Defaulting Defendants' eBay, Alibaba, Alipay, PayPal and Amazon accounts within ten (10) business days of receipt of this Order.

6. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on eBay, Alibaba, Alipay, PayPal and Amazon in the event that any new eBay, Alibaba, Alipay, PayPal and Amazon accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, Alibaba, Alipay, PayPal and Amazon shall within five (5) 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, Alibaba, Alipay, PayPal and Amazon accounts;

   b. Restrain and enjoin such accounts or funds from transferring or disposing of any money (up to the statutory damages awarded in Paragraph 3 above) or other of Defaulting Defendants' assets; and

c. Release all monies (up to the statutory damages awarded in Paragraph 3 above) restrained in Defaulting Defendants' eBay, Alibaba, Alipay, PayPal and Amazon accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, 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 five (5) 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 (up to the statutory damages awarded in Paragraph 3 above) or other of Defaulting Defendants' assets; and

c. Release all monies (up to the statutory damages awarded in Paragraph 3 above) restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

8. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 2 to the Declaration of Olivier d'Agay and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The thirty-one thousand dollar ($31,000) surety bond posted by Plaintiff is hereby released to counsel of record for Plaintiff, Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd. at Three First National Plaza, 70 W. Madison Street, Suite 4000, Chicago, IL 60602.

10. This is a Final Judgment.

December 19, 2024

Sunil R. Harjani
United States District Judge

AMENDED SCHEDULE A

No.	Defendant Name / Alias
2	candy.bean-4
3	eveningstore_f
7	mark-shop-week
8	miss_you18
10	ubigface
11	zihua1-hengzhf22
13	Guangzhou Linke International Trade Co., Ltd.
14	Nanchang Yong Guan Trading Co., Ltd.
29	liannao16
33	new_beauty7
39	shang-fn4
43	wedding4426
46	xiuying1-hfhzhe
58	henan sugudianzishangwu youxian gongsi
78	Xihou Trading
124	Lianyungang Yuzongwang International Trade Co., Ltd.
125	Quanzhou Conris Electronic Technology Co., Ltd.
148	Yiwu KM Crafts Co., Ltd.
150	Yiwu Mengqiu E-Commerce Firm