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

SHANGHAI XINQI ELECTRONIC TECHNOLOGY CO. LTD.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, and UNINCORPORATED ASSOCIATES IDENTIFIED ON SCHEDULE "A",

Defendants.

**Case No.: 1:24-cv-11538**

**Judge Lindsay C. Jenkins**

## DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Shanghai Xinqi Electronic Technology Co. Ltd., ("Plaintiff") against the defendants identified on Schedule A, and using the Online Marketplace Accounts identified on Schedule A (collectively, the "Defendant Internet Stores"), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A, attached hereto which have not yet been dismissed from this case (collectively, "Defaulting Defendants");

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via e-mail, along with any notice that Defaulting Defendants received from online marketplaces 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;

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, Plaintiff has 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 bearing unauthorized copies of Plaintiff's federally registered copyright works, Registration No VA2-415-912 ("Plaintiff's Copyrighted Works") to residents of Illinois. In this case, Plaintiff has 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 that infringe upon Plaintiff's Copyrighted Works. *See* Schedule A and Exhibit 2 to the Verified Complaint, Docket Nos. [4-4] – [4-7], which include links and product ID numbers for the subject storefronts and infringing products and screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing products to customers in Illinois.

This Court further finds that Defaulting Defendants are liable for willful copyright infringement (Count I) as pled in Plaintiff's Verified Complaint.

Accordingly, this Court orders that Plaintiff's 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. reproducing, distributing copies of, making derivative works of, or publicly displaying Plaintiff's Copyrighted Works in any manner without the express authorization of Plaintiff;

   b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff 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 Copyrighted Works;

   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 and its rights in Plaintiff's Copyrighted Works; 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear the Plaintiff's Copyrighted Works.

2. 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 Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), WhaleCo, Inc.,

("Temu"), and Walmart, Inc. ("Walmart"), (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 goods that infringe upon Plaintiff's Copyrighted Works; and

b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing Plaintiff's Copyrighted Works or any reproductions, copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to bear the Plaintiff's Copyrighted Works.

3. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 2, 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 infringing goods bearing the Plaintiff's Copyrighted Works.

4. Pursuant to 17 U.S.C. § 504(c), Plaintiff is awarded statutory damages for willful copyright infringement in the amount of $75,000.00 against each Defaulting Defendant.

5. Any Third-Party Providers holding funds for Defaulting Defendants, including Amazon, eBay, PayPal, Inc. ("PayPal"), Payoneer Global, Inc. ("Payoneer"), Temu, and Walmart, 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 total statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.

6. All monies (up to the total statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third-Party Providers such as Amazon, eBay, PayPal, Payoneer, Temu, and Walmart, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including Amazon, eBay, PayPal, Payoneer, Temu, and Walmart, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar 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 commence supplemental proceedings under Federal Rule of Civil Procedure 69.

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, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit A attached to the Declaration of Brockton D. Ash associated with Plaintiff's previous service of process. [28-1]

9. The ten-thousand dollar ($10,000.00) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Bishop & Diehl, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Default Judgment in Case No. 24-cv-11538.

Dated: 2/6/2025

Lindsay C. Jenkins
United States District Judge

**Shanghai Xinqi Electronic Technology Co. Ltd., v. The Individuals NDIL 1:24-cv-11538**

**Schedule A**

| Def. # | Merchant Alias | Merchant ID | Product IDs | Platform |
|---|---|---|---|---|
| 1 | Brigii | A2LGTR4N8A7MH1 | B0CKVTPC1D | Amazon |
| 2 | DISMISSED | DISMISSED | DISMISSED | DISMISSED |
| 3 | DISMISSED | DISMISSED | DISMISSED | DISMISSED |
| 4 | HAVVNA store | AB0MAJXRORU9Y | B0CWN624TM<br>B0CP3BD1T6<br>B0CY2FPYJD<br>B0CY2JTV12<br>B0CY25GSVC<br>B0CP3BD1T6<br>B0CWN62B73<br>B0CWN62KLT | Amazon |
| 5 | DISMISSED | DISMISSED | DISMISSED | DISMISSED |
| 6 | Meyoung Brand store | A2WL1GJH57XVCW | B0CSFCDQNJ<br>B0CSF8ZYND | Amazon |
| 7 | yuetaostore (anyrock) | A2FOSMXX4A2ZIC | B0CTKCFCFB | Amazon |
| 8 | OMITTED | OMITTED | OMITTED | OMITTED |
| 9 | DISMISSED | DISMISSED | DISMISSED | DISMISSED |