

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

HONG KONG YU'EN E-COMMERCE CO.
LIMITED,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED IN
SCHEDULE "A" HERETO,

Defendants.

Case No. 1:24-cv-12483-EEB-MDW

**Honorable Judge Elaine E. Bucklo
Magistrate M. David Weisman**

FINAL DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff HONG KONG YU'EN E-COMMERCE Co. LTD. ("Plaintiff") against the defendant identified in the Amended Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified in Schedule A (collectively, the "Defendant Internet Stores"), and Plaintiff having moved for entry of Default and Default Judgment against the defendant identified in Amended Schedule A attached hereto which has not yet been dismissed from this case ("Defaulting Defendant");

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendant, the combination of providing notice via electronic publication and e-mail, along with any notice that the Defaulting Defendant received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise the Defaulting Defendant of the pendency of the action and affording them the opportunity to answer and present their objections; and the Defaulting Defendant 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 Defendant because Defaulting Defendant directly targets their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendant has 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 using infringing and counterfeit versions of Plaintiff's federally registered trademarks (the "Plaintiff Trademarks") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that the Defaulting Defendant's 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 using counterfeit versions of the Plaintiff Trademarks. *See* Docket Nos. 8-1 and 10, which includes screenshot evidence confirming that each 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 Plaintiff Trademarks.

A list of the Plaintiff Trademark(s) is included in the below chart.

Registration Number	Registered Trademark	International Classes
5,994,759	MODLILY	CLASS 25

This Court further finds that Defaulting Defendant is 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.*).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is **GRANTED** as follows, that Defaulting Defendant are deemed in default, and that this Default 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. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing and/or using Plaintiff's trademark, or any confusingly similar trademark;
 - b. using Plaintiff's Mark in connection with the sale of any unauthorized goods;
 - c. 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 the Plaintiff Trademarks;
 - d. committing any acts calculated to cause consumers to believe that Defaulting Defendant's products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

- e. using any reproduction, counterfeit, copy, or colorable imitation of Plaintiff's Mark in connection with the publicity, promotion, sale, or advertising of any goods sold by the Defaulting Defendant;
- f. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by the Defaulting Defendant as being those of Plaintiff or in any way endorsed by Plaintiff;
- g. otherwise unfairly competing with Plaintiff in connection with Plaintiff's Mark;
- h. 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 any of Plaintiff's trademarks, including the Plaintiff Trademarks, or any reproductions, counterfeit copies or colorable imitations; and
- i. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

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, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order, shall, at Plaintiff's choosing:

- a. transfer the Defendant Domain Names to Plaintiff's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of

Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection; or

b. disable the Defendant Domain Names and make them inactive and untransferable.

3. Defaulting Defendant and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendant, or in connection with any of the Defaulting Defendant's Online Marketplaces, including, without limitation, any online marketplace platforms such as Walmart, eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (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 Defendant could continue to sell counterfeit and infringing goods using the Plaintiff 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 Plaintiff Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Plaintiff Trademarks.

4. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with the Defaulting Defendant in connection with the sale of counterfeit and infringing goods using the Plaintiff Trademarks.

5. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from the Defaulting Defendant in the amount of \$100,000.00 for willful use of counterfeit Plaintiff Trademarks on products sold through at least the Defendant Internet Stores.

6. Any Third Party Providers holding funds for the Defaulting Defendant, including Walmart, PayPal, Inc. (“PayPal”), Alipay, Alibaba, Wish.com, Ant Financial Services Group (“Ant Financial”), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to the Defaulting Defendant or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 6 above) or other of Defaulting Defendant’s assets.

7. All monies (up to the amount of the statutory damages awarded in Paragraph 6 above) currently restrained in the Defaulting Defendant’s financial accounts, including monies held by Third Party Providers such as Walmart, PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above- identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendant’s financial accounts within fourteen (14) calendar days of receipt of this Order.

8. Until Plaintiff has recovered full payment of monies owed to it by the Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.

9. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by the Defaulting Defendant, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to the Defaulting Defendant by e-mail at the e-mail addresses shown in Schedule A attached hereto and any e-mail addresses provided for Defaulting Defendant by third parties.

10. The Five-Thousand-dollar (\$5,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Bayramoglu Law Offices LLC, 1540 West Warm Springs Road Ste. 100, Henderson, NV 89014. 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 via certified mail.

THIS IS A FINAL DEFAULT JUDGMENT.

DATED: 7/9/2025


HONORABLE ELAINE E. BUCKLO
UNITED STATES DISTRICT JUDGE

AMENDED SCHEDULE A

No.	ONLINE MARKETPLACES	EMAIL ADDRESS
12	L-Peng JEGULV Storefront	HAILING623@YEAH.NET