

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

Ford Motor Company,

Plaintiff,

v.

bestyseller-v, bigwheel-la, continu-23,
fadacaitop, familytop66, favorite22shop,
funnyfull, homestyles05, joyyear-auto,
newte_98, nuliya, tbtghj, touchyourheart, and
zeximaoyi1986,

Defendants.

Civil Action No. 1:24-cv-4076

Judge Sharon Johnson Coleman

Magistrate Judge M. David Weisman

**ORDER GRANTING PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT AND
ENTRY OF FINAL JUDGMENT,
PERMANENT INJUNCTION AND ORDER FOR RELIEF**

This action having been commenced by Plaintiff Ford Motor Company (“Ford”) against the individuals, business entities, and unincorporated associations operating under the seller aliases bestyseller-v, bigwheel-la, continu-23, fadacaitop, familytop66, favorite22shop, funnyfull, homestyles05, oyear-auto, newte_98, nuliya, tbtghj, touchyourheart, and zeximaoyi1986, as further identified in Exhibit A¹ attached hereto (“Defendants”), and Ford having moved for entry of Default and Default Judgment against all Defendants (Dkt. No. 51);





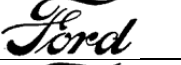



This Court having previously entered a temporary restraining order (Dkt. No. 35) and preliminary injunction (Dkt. No. 50) against Defendants, which included an asset restraining order;







¹ The information regarding the Defendants identified in Exhibit A was compiled based on data provided by eBay for Defendants. *See* Declaration of Christian S. Morgan, Para. 3 (Dkt. No. 51-1).

Ford having properly completed service of process on all Defendants via email and electronic publication to a website (Dkt. Nos. 45-46), along with any notice Defendants received from ecommerce platforms and/or payment processors, and such notice being reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to answer and present their objections; and

Defendants having failed to answer the First Amended Complaint or otherwise plead, and the time for answering the First Amended Complaint having expired and Ford's allegations are uncontroverted and deemed admitted;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defendants since Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating ecommerce stores that target United States consumers, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold and shipped products using infringing and counterfeit versions of Ford's federally registered trademarks (the "Ford Marks") to Illinois residents. A list of the Ford Marks is included in the chart below.

| Registration Number | Registered Trademark | International Classes |
|---------------------|---|---|
| 3,658,023 |  | 12 |
| 3,658,024 |  | 12 |
| 257,500 |  | 7, 9, 11, 12, 15 |
| 74,530 |  | 12 |
| 74,765 |  | 7 |
| 115,500 |  | 7, 9, 11, 12 |
| 643,185 | FORD | 12 |
| 1,400,808 |  | 1, 4, 6, 7, 9, 11, 12, 17 |
| 1,399,080 |  | 1, 2, 3, 4, 6, 7, 9, 11, 12, 17, 27, 34 |

| | | |
|-----------|---|-----------------------------------|
| 1,997,203 |  | 12 |
| 377,814 |  | 7, 11, 12 |
| 709,311 | MOTORCRAFT | 12 |
| 913,491 | MOTORCRAFT | 12, 17 |
| 912,750 | MOTORCRAFT | 7, 9, 11, 12, 15 |
| 913,268 | MOTORCRAFT | 1, 9, 10 |
| 913,349 | MOTORCRAFT | 7, 12 |
| 5,428,636 |  | 1, 2, 4, 6, 7, 9, 11, 12, 17 |
| 1,577,668 |  | 12, 17 |
| 1,574,747 | FORD | 12, 17 |
| 266,454 |  | 6, 07, 11, 17, 20, 21 |
| 260,470 |  | 6, 07, 08, 09, 11, 12, 16, 21, 28 |



This Court further finds that Defendants are liable for willful trademark counterfeiting, trademark infringement, dilution, and unfair competition in violation of the Lanham Act, 15 U.S.C. §§ 1114(1) and 1125(a) and (c); deceptive trade practices in violation of the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. 510/1 *et seq.*; consumer fraud in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/1 *et seq.*; dilution in violation of the Illinois Anti-Dilution Act, 765 ILCS 1036/65; and unfair competition in violation of Illinois common law.

Accordingly, this Court orders that Ford's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defendants are deemed in default and that this Final Judgment is entered against Defendants.

The Court further orders that:

1. Defendants and their officers, directors, agents, servants, employees, affiliates, successors, shareholders, assigns and attorneys, as well as all those in active concert or participation with them, be permanently enjoined and restrained from:

A. Using the FORD Marks, including but not limited to the marks FORD, the

FORD Script Logo , the FORD Oval Logo ,
MOTORCRAFT, the Speeding Car Logo



or any reproduction, counterfeit, copy, or colorable imitation thereof in any manner in connection with the manufacture, sale, offering for sale, distribution, or advertising of any goods or services that are not genuine Ford goods or services or not authorized by Ford;

- B. Using any name, mark, or domain name that wholly incorporates the FORD Marks or is confusingly similar to, including but not limited to any reproduction, counterfeit, copy or a colorable imitation of, the FORD Marks;
- C. Registering, transferring, selling, owning or exercising control over any domain name that incorporates, in whole or in part, the FORD Marks or anything confusingly similar thereto;
- D. Doing any other act or thing calculated or likely to induce or cause confusion or the mistaken belief that Defendants are in any way affiliated, connected, or associated with Ford or its goods and services;
- E. Licensing or authorizing others to use the FORD Marks or any confusingly similar mark;
- F. Injuring Ford's business reputation and the goodwill associated with the FORD Marks, and from otherwise unfairly competing with Ford in any manner whatsoever;
- G. Committing any acts which will blur or dilute, or are likely to blur or dilute

the distinctive quality of the famous FORD Marks; and

H. Passing off Defendants' goods as those of Ford.

2. Upon Ford's request, any third party with actual notice of this Order who is providing services of any kind to Defendants in connection with the manufacture, advertising, sale, and/or distribution of the counterfeit parts under the Ford Marks, including financial services, transaction processing services, ecommerce services, web hosting services, technical services, or other support to Defendants, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay") (collectively, the "Third Party Providers") shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Ford Marks.

3. Pursuant to 15 U.S.C. § 1117(c)(2), Ford is awarded statutory damages from each of the Defendants in the amount of fifty thousand dollars (\$50,000) for willful use of counterfeit Ford Marks in connection with the sale of products through at least Defendants' online marketplaces identified in Exhibit A hereto.

4. Ford may serve this Order on Third Party Providers, including, without limitation, eBay and PayPal, Inc. ("PayPal"), by email delivery to the email addresses Ford used to serve the Temporary Restraining Order and/or Preliminary Injunction on the Third Party Providers.

5. Any Third Party Providers holding funds for Defendants, including, without limitation, eBay, PayPal, Inc. ("PayPal"), and any other financial institutions, payment processors, banks, escrow services, money transmitters, and marketplace platforms, and their related companies and affiliates, shall within seven (7) calendar days of receipt of this Order identify, permanently restrain and enjoin any financial accounts, including, without limitation, any sub-

accounts, funds, Defendants' payees, merchant identification numbers, any other related accounts of the same customer(s), and any other accounts which transfer funds into the same financial institution account(s), associated with or connected to Defendants or their ecommerce stores from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defendants' assets.

6. All monies, up to the above identified statutory damages award, in Defendants' financial accounts, including monies held by Third Party Providers such as eBay and PayPal, are hereby released to Ford as partial payment of the above-identified damages, and Third Party Providers, including, without limitation, eBay and PayPal, are ordered to release to Ford the amounts from Defendants' financial accounts within seven (7) calendar days of receipt of this Order.

7. Until Ford has recovered full payment of monies owed to them by any Defendant, Ford shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69. Further, Ford shall have the ongoing authority to serve this Order on Third Party Providers, including, without limitation, PayPal, eBay, and any other financial institutions, payment processors, banks, escrow services, money transmitters, and marketplace platforms, and their related companies and affiliates, in the event that any new financial accounts controlled or operated by Defendants are identified. Upon receipt of this Order, Third Party Providers shall within seven (7) calendar days:

- a. locate all accounts and funds connected to Defendants, their seller aliases and online marketplaces, including, but not limited to, any financial accounts connected to the information listed in Exhibit A hereto, the email addresses identified in Exhibit A, and any other email addresses provided for Defendants by third parties.

- b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defendants' assets; and
- c. release all monies, up to the above identified statutory damages award, restrained in Defendants' financial accounts to Ford as partial payment of the above-identified damages within seven (7) calendar days of receipt of this Order.

8. In the event that Ford identifies any additional online marketplace accounts or financial accounts owned by Defendants, Ford may send notice of any supplemental proceeding to Defendants by email at the email addresses identified in Exhibit A and any email addresses provided for Defendants by third parties.

9. The twenty-thousand dollar (\$20,000) cash bond posted by Ford, plus any accrued interest minus the registry fee, is hereby released to Ford's counsel Kucala Burgett Law LLC. The Clerk of the Court is directed to return the cash bond previously deposited with the Clerk of the Court to Ford's counsel.

This is a Final Judgment.

DATED: July 30, 2024



Sharon Johnson Coleman
United States District Court Judge

Exhibit A

| Def. No. | Defendant eBay Seller ID/Store Name | Defendant Company Name | Defendant Individual Name | Defendant Email Address |
|----------|-------------------------------------|--|---------------------------|---------------------------|
| 1 | fadacaitop | wu han ju li hui huang shang wu zi xun you xian gong si | Li sha Song | jlhhe06@163.com |
| 2 | touchyourheart | wu han ju li hui huang shang wu zi xun you xian gong si | Li sha Song | jlhhe07@163.com |
| 3 | familytop66 | wu han ju li hui huang shang wu zi xun you xian gong si | Li sha Song | jlhhe02@163.com |
| 4 | zeximaoyi1986 | dalianzeximaoyiyouxiangongs i | kangyiyuan kang | kangzhe1986@outlook.com |
| 5 | homestyles05 | wu han ju li hui huang shang wu zi xun you xian gong si | Li sha Song | jlhhe05@163.com |
| 6 | nuliya | shandongminghailiushangmao youxiangongsi | yiming xing | 310023520@qq.com |
| 7 | bestyseller-v | Guangzhou Liuyuechu Shangwu Fuwu Youxian Gongsi | Zhuobin Lv | bin0716.02@outlook.com |
| 8 | joyyear-auto | weifangjultongdaqichepeijian youxiangongsi | jiangtao ma | oulidac@163.com |
| 9 | newte_98 / newte_98'sstore | shenzhenshixiaotukejiyouxian gongsi | sumeng xiao | newtect07@hotmail.com |
| 10 | favorite22shop | WEIFANGMOFANWANGL UOKEJIYOUXIANGONGSI | Peihe Wang | mofanthebest6@outlook.com |
| 11 | bigwheel-la / BigWheel- LA2 | weifangmotianlunshangmaoy ouxiangongsi | qingshui yu | 1712599365@qq.com |
| 12 | continu-23 | SHANGHAI XIUJIN TEXTILE CO LTD | CHAOXIU WU | continue091602@163.com |
| 13 | tbtghj | CARE AIDES TECHNOLOGY LIMITED | Tai Bing Li | dfhk4543@163.com |
| 14 | funnyfull | Guangzhou Liuyuechu Shangwu Fuwu Youxian Gongsi | Zhuobin Lv | bibi0808bbi@outlook.com |