

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

LUKE COMBS,

Plaintiff,

v.

THE PARTNERSHIPS AND  
UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON  
SCHEDULE "A",

Defendants.

Case No. 23-cv-14485

**Judge Elaine E. Bucklo**

**Magistrate Judge Sheila M. Finnegan**

**DEFAULT FINAL JUDGMENT ORDER**

This action having been commenced by Plaintiff Luke Combs ("Combs" or "Plaintiff") against the defendants identified on First Amended Schedule A, and using the Online Marketplace Accounts identified on First Amended Schedule A (collectively, the "Defendant Internet Stores"), and Combs having moved for entry of Default and Default Judgment against the defendants identified on First Amended Schedule A attached hereto which have not yet been dismissed from this case (collectively, "Defaulting Defendants");

This Court having entered a preliminary injunction; Combs 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 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, Combs 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 using infringing and counterfeit versions of Combs's federally registered trademarks, which are protected by U.S. Trademark Registration Nos. 5,573,127; 5,417,705; and 5,573,124 (the "Luke Combs Trademarks") to residents of Illinois. In this case, Combs 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 purchase products using counterfeit versions of the Luke Combs Trademarks. *See* Docket No. [14], 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 Luke Combs Trademarks.

This Court further finds that Defaulting Defendants are 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 Combs's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Final 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. using the Luke Combs 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 Luke Combs Product or not authorized by Combs to be sold in connection with the Luke Combs Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Luke Combs Product or any other product produced by Combs, that is not Combs's or not produced under the authorization, control, or supervision of Combs and approved by Combs for sale under the Luke Combs 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 Combs, or are sponsored by, approved by, or otherwise connected with Combs; 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 Combs, nor authorized by Combs to be sold or

offered for sale, and which bear any of Combs's trademarks, including the Luke Combs Trademarks, or any reproductions, counterfeit copies or colorable imitations.

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' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon"), ContextLogic, Inc. d/b/a Wish.com ("WISH"), 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 Defendant Internet Stores, 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 and infringing goods using the Luke Combs 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 Luke Combs Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Luke Combs product or not authorized by Combs to be sold in connection with the Luke Combs Trademarks.
3. Upon Combs'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 counterfeit and infringing goods using the Luke Combs Trademarks.

4. Pursuant to 15 U.S.C. § 1117(c)(2), Combs is awarded statutory damages from each of the Defaulting Defendants in the amount of two hundred fifty thousand dollars (\$250,000) for willful use of counterfeit Luke Combs Trademarks on products sold through at least the Defendant Internet Stores.
5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, WISH, 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 statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, WISH, and Walmart, are hereby released to Combs as partial payment of the above-identified damages, and Third Party Providers, including Amazon, WISH, and Walmart, are ordered to release to Combs the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Combs has recovered full payment of monies owed to it by any Defaulting Defendant, Combs shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Combs identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Combs 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 2 to the Declaration of Christopher T. Kappy and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000) surety bond posted by Combs is hereby released to Combs or Plaintiff's counsel, Keith Vogt, Ltd., 33 West Jackson Boulevard, #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 Combs or Plaintiff's counsel.

This is a Default Final Judgment.

Dated: November 15, 2023



Elaine E. Bucklo  
United States District Judge

**First Amended Schedule A**

<b>No.</b>	<b>Defendants</b>
1	Private bespoke shop
2	Thanhchung Shop
3	HuongBT Shop
4	yunnanluobidianzishangwuyouxiangongsi
5	hefeixiongyushangmaoyouxiangong
6	QiangYuanBai
7	
8	qq33333
9	JnYn
10	BEST PURCHASE STORE
11	foshanshixingyoufeikejiyouxiangongsi
12	FSSFIRST
13	Nguyen Thi Lien 1
14	PHAMDUYENVBHP
15	chengduxiaoyuchangshangmaoyouxiangongsi
16	
17	Ngochung Shop
18	xuweiDF51263
19	ruiyoule shop
20	DucThinhShop
21	VuongStore1
22	LAKELAI
23	MEHMET ALI COKYIGIT
24	
25	Zaza Breeze Designs
26	
27	AP Graphics and Designs
28	Nicolioli's
29	LEGOTOYJ
30	
31	AQIU ART SHOP
32	guangzhoushenenkejigongzuoshi
33	HStoreus
34	FuYangShiDongChenShangWangLuoKeJiYouXianGongSi
35	DuChangXianLeiNa
36	Scottie Sells
37	

38	
39	Home Full
40	
41	Time to deal
42	Farabica_creative
43	Beexstore
44	marlberon
45	misterwoorin