

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

CREATIVE IMPACT INC.;)	
ZURU LLC;)	
ZURU INC.;)	
)	Case No.: 1:18-cv-07531
Plaintiffs,)	
)	
v.)	
)	
THE INDIVIDUALS, CORPORATIONS, LIMITED)	
LIABILITY COMPANIES, PARTNERSHIPS, AND)	
UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE A HERETO,)	
)	
Defendants.)	

DECLARATION OF NICHOLAS A. KURTZ

I, Nicholas A. Kurtz, declare and state as follows:

1. This declaration is based upon my personal knowledge of the facts stated herein or on the business records that were made at the time or in the regular course of business. If called as a witness, I could and would testify to the statements made herein.

2. I am an attorney at law, duly admitted to practice before the Courts of the State of Illinois and the United States District Court for the Northern District of Illinois. I am one of the attorneys for Plaintiffs CREATIVE IMPACT INC., ZURU LLC, and ZURU INC. (collectively “Plaintiffs”) in this action.

3. On November 20, 2018, the Court granted and entered the Temporary Restraining Order (“TRO”) [14, 16].

4. On November 30, 2018, the Court extended the TRO to December 18, 2018 [19]. On December 17, 2018, the Court further extended the TRO to January 1, 2019 [26].

5. On December 21, 2018, the Court granted and entered the Preliminary Injunction [30].

6. On December 28, 2018, the Summons in this case was issued.

7. On January 4, 2019, I emailed the Summons, Complaint, Schedule A, and Preliminary Injunction Order to Defendants via the email addresses identified during the investigations of the claims and provided by the third-party payment processors for which the Defendants maintain accounts – AliPay, PayPal, and Wish (ContextLogic). Attached as **Exhibit 1** hereto is a true and correct copy of my email to Defendants.

8. Since receiving the TRO, I have corresponded with representatives of the three third-party payment processors for which the Defendants maintain accounts – AliPay, PayPal, and Wish (ContextLogic). These third-party payment processors have received the TRO and have identified the Defendants' accounts.

9. Since and pursuant to entry of the TRO, the AliPay, PayPal, and Wish (ContextLogic) accounts associated with the Defendant Internet Stores have been frozen.

10. Further, since entry of the TRO, accounts associated with the Defendant Internet Stores have been given notice of this case by AliPay, PayPal, and/or Wish (ContextLogic).

11. Additionally, since the entry of the TRO, relevant documents in this case (namely the Summons, Complaint, TRO, Preliminary Injunction, etc.) have been published on a website (<http://dbllawyers.website/?case=18-07531>) to which the Defendant Domain Names that have been transferred to Plaintiffs control now redirect. Attached as **Exhibit 2** hereto is a true and correct copy of the website (accessed on the date of this declaration).

12. Plaintiffs are in the process of requesting transfer of the Defendant Domain Names.

13. As of the filing of this Declaration, Plaintiffs have voluntarily dismissed certain Defendants [*see* 22, 23, 27, 32, 33, 34, 35, 37, 38, 39].

14. As of the filing of this Declaration, the remaining Defendants (“Defaulting Defendants”) have failed to plead or otherwise defend this action within the allotted time in violation of Federal Rule of Civil Procedure 12(a)(1)(A). None of the Defaulting Defendants has entered an appearance or otherwise defended this action.

15. My investigator investigated the infringing activities of the Defaulting Defendants, including attempting to identify the registrant of each associated domain name and its contact information. Our investigation confirmed that the Defaulting Defendants are domiciled in China. As such, I am informed and believe that the Defaulting Defendants are not active-duty members of the U.S. armed forces.

16. Attached as **Exhibit 3** hereto is a true and correct copy of the First Amended Schedule A to the Complaint identifying the Defaulting Defendants.

17. The following Defendants, as identified by Defendant number and name, are **NOT** in default as a result of being voluntarily dismissed or in the process of settling:

Doe No.	Seller Names	Defendant Online Marketplace	Dismissal Date
3	Amoum	https://www.wish.com/product/5abe1232907cc17f32031768	1/4/19
5	Anyang Feeker Trading Co., Ltd.	https://www.alibaba.com/product-detail/Filled-in-a-Minute-Magic-Water_60650229738.html	12/28/18
9	Beijing Huayue Lingtong Balloon Co., Ltd.	https://www.alibaba.com/product-detail/Most-popular-111pcs-bunch-o-balloons_60748497270.html	2/22/19
14	Colbuy	https://www.wish.com/product/5798aa23f274a578197664c6	1/14/19
15	custompoloshirt-7	https://www.ebay.com/itm/111PCS-Magic-Water-Balloons-Self-Tying-Bunch-O-Balloon-Bombs-Party-Toys/123120557491	1/18/19
16	dancing666	https://www.wish.com/product/593107fbec7b66577010c2a0	1/4/19
20	dingy0620	https://www.wish.com/product/5ab46e2aa878560f97230986	1/4/19
22	DressMeHome	https://www.wish.com/product/593a0d68c3c5cf6e29c3195a	2/1/19
26	eShowLink	https://www.wish.com/product/5ad953d90b43217bf5994c8b	2/1/19
27	Fashion CandyGirl	https://www.wish.com/c/573542771d75a65ecee6fe6d	*pending

	Jewelry		
33	Flybaba946	https://www.wish.com/c/59e1dbbf4fcf12512838fd88	1/18/19
38	Fuzhou Nicrolandee Arts & Crafts Co., Ltd.	https://www.alibaba.com/product-detail/NICRO-Bunch-O-Bunch-O-Balloons_60789902970.html	1/18/19
39	Geeker	https://www.wish.com/c/59521fb1f4cf4b4532c66041	1/14/19
41	gfdkly	https://www.wish.com/c/5a69994c64621a4a105f15b5	1/4/19
42	gift_master	https://www.dhgate.com/product/water-balloons-portable-fast-fill-magic-bunch/413907534.html	1/4/19
52	hengshuiyufeiyliao	https://www.wish.com/c/590fc4ad97b16816a76f7354	1/14/19
59	Jewelry Park	https://www.wish.com/product/593a0d54f853ce39b498cc38	2/1/19
63	Kelly0212	https://www.wish.com/product/596a3b61396fbf7779a2a8fc	1/25/19
65	LangSha company	https://www.wish.com/c/55b1b1c78409f94067d18f5f	1/14/19
66	Lemon Carts	https://www.wish.com/product/593a0d58c231d76e2d46c787	2/1/19
67	letaotao	https://www.wish.com/c/56c32f60f69371118aa65e79	1/25/19
68	lihaiyan20161214	https://www.wish.com/product/5ac4b3d260237a7f49cd220f	1/4/19
69	Lihua	https://www.wish.com/product/591d4a2507797b4de2642782	2/22/19
75	Loong	https://www.wish.com/product/57738be996d1537859e34444	12/14/18
79	luo xiang bi shop	https://www.wish.com/c/593257b4900f637c34cd173d	1/4/19
88	NB2016	https://www.wish.com/c/57ffcb628ad19a04ad7d313d	1/4/19
89	New Oriental	https://www.wish.com/product/5ad6ac98a9cca95477e68b45	2/1/19
94	Only NO.1	https://www.wish.com/product/576ce3eba91a5b77f04726f5	2/1/19
103	Shenzhen Balloon Elf Industrial Co., Ltd.	https://www.alibaba.com/product-detail/DBCY-Fish-Balloon-Wholesale-Gift-Items_60619269714.html	1/4/19
105	Shenzhen Mosca Technology co., LTD	https://www.wish.com/product/574fb5ef8e6f9960cb808c18	1/18/19
106	shine03	https://www.wish.com/product/58fe19fd751134042c961fce	1/25/19
109	simple happiness	https://mama.wish.com/c/57e945e6baae7c163ece5eff	12/19/18
112	soofun	https://www.wish.com/product/5ad6acf7f3bccca24c3eae70b	2/1/19
113	Sugar&SpiceBowShop	https://www.wish.com/product/59d9fd446fdc517a3a361abf	12/7/18
114	SUNKI E-business LLC	https://www.wish.com/product/5948eb82e4308f1ddfa03066	12/7/18
115	Super baby super Mum	https://www.wish.com/product/58c8ad8ac9a0a76452c77e76	1/4/19
117	sweet520house	https://www.wish.com/product/5a38d7e3b23b186318a29a7c	1/18/19
118	SWKKL	https://www.wish.com/product/58c8ac1956abc953e2b1de47	1/4/19
121	Threepig	https://www.wish.com/product/594745c4d67cc16f0e89c010	12/19/18
124	Wisper	https://www.wish.com/product/591ed912bfa4ad73d8b59a3a	12/28/18
125	wlweng	https://www.wish.com/product/59b38917fd5de43df8b88e0d	1/14/19
126	Wonna	https://www.wish.com/product/594a23d9c754307af1c5ac90	2/22/19
127	Wujia	https://www.wish.com/product/58e7540fb03ce35267479686	2/1/19
128	Wu's Boutique	https://www.wish.com/product/57d0bdb22902cd1331de8b0c	2/1/19
130	xicai	http://www.ioffer.com/i/bunch-o-balloons-water-balloons-100-balloons-minute-612909766	1/14/19
142	Yiwu BianMei Trade Co.,Ltd	https://www.wish.com/product/592e7b9a784008359b718e97	1/25/129
147	Yiwu Haolv Toys Factory	https://www.alibaba.com/product-detail/12-polka-dots-promotion-bule-latex_60193948956.html	1/4/19

18. Upon filing of Plaintiffs' Motion for Default Judgment, I will cause Plaintiffs' papers to be published on the website (<http://dbllawyers.website/?case=18-07531>) to which the Defendant Domain Names that have been transferred to Plaintiffs' control now redirect.

19. Upon filing of Plaintiffs' Motion for Default Judgment, I will send an email to any email addresses provided for Defendants by third parties for Defendants in default and include Plaintiffs' papers and a link to said website.

20. After entry of the Default Judgment, I will have the Default Judgment published on said website.

21. Further, after entry of the Default Judgment, I will send an email to any email addresses provided for Defendants by third parties that includes the Default Judgment and a link to said website.

22. Attached as **Exhibit 4** hereto is a true and correct copy of the default judgment order referred to in Plaintiffs' Memorandum – *Iron Maiden Holdings Ltd. v. Partnerships & Unincorporated Associations Identified on Schedule "A"*, No. 1:18-CV-1098, Document #: 42 (N.D. Ill. April 10, 2018) (Alonso, J.).

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 22, 2019 in Chicago, Illinois.

/s/ Nicholas A. Kurtz
Nicholas A. Kurtz

CERTIFICATE OF SERVICE

I, the undersigned attorney, certify that I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system on February 22, 2019.

I, the undersigned attorney, certify that I sent an email to all email addresses provided for Defendants by third parties for Defendants in default and included Plaintiffs' papers and a link to the website (<http://dbllawyers.website/?case=18-07531>) to which the Defendant Domain Names that have been transferred to Plaintiffs' control now redirect on February 22, 2019.

/s/ Nicholas A. Kurtz

Nicholas A. Kurtz
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Dunlap Bennett & Ludwig, PLLC
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Chicago, IL 60603
(312) 868-0714
nkurtz@dbllawyers.com
Counsel for Plaintiffs
CREATIVE IMPACT INC., ZURU LLC,
and ZURU INC.

EXHIBIT 1

From: Nicholas Kurtz
To: Bunch of Balloons TM
Bcc: "2033617844@qq.com"; "1461686700@qq.com"; "andylary@sina.com"; "1928486314@qq.com"; "291853176@qq.com"; "fanxiujing@outlook.com"; "coffeesnow1214@hotmail.com"; "wz13064@163.com"; "qxqq2008@hotmail.com"; "penglin3yst@sohu.com"; "wyux123@sohu.com"; "2378931042@qq.com"; "liruiping2016@sina.com"; "3450331883@qq.com"; "362368149@qq.com"; "2868652810@qq.com"; "xiaobudian329@163.com"; "956938474@qq.com"; "passionatepeel@outlook.com"; "chamihua58@163.com"; "baicaixieluan@163.com"; "ttbin734612@yahoo.com"; "nolan_kmm@163.com"; "liying2017014@163.com"; "404775474@qq.com"; "meijuanzhu@outlook.com"; "2103069168@qq.com"; "wxf67126@126.com"; "316410780@qq.com"; "3494293088@qq.com"; "403144584@qq.com"; "3052783044@qq.com"; "yupin.wang@qq.com"; "912616380@qq.com"; "2277916858@qq.com"; "2830092733@qq.com"; "oujuanzi@gmail.com"; "2110626295@qq.com"; "3119527553@qq.com"; "wenpanpanwish@163.com"; "w65725240@qq.com"; "jixuaini@outlook.com"; "2248899155@qq.com"; "pink7913@sina.com"; "legendec16@126.com"; "286057792@qq.com"; "3272200839@qq.com"; "712026907@qq.com"; "yanmwang1816@163.com"; "momoodasales@gmail.com"; "lilygarden2017@outlook.com"; "hutaofang123456@163.com"; "parkerty21@sina.com"; "thenewest@sina.com"; "18367918320@163.com"; "youmu2016@sohu.com"; "18367916826@163.com"; "3527735133@qq.com"; "3270689950@qq.com"; "rkonfashion@126.com"; "dicky-sales@chinaflamingo.cn"; "joancai@weibotoy.com"; "302505491@qq.com"; "spitzer525@hotmail.com"; "sillenceee@163.com"; "1479803841@139.com"; "palpitation55@126.com"; "yygodspeed@hotmail.com"; "1624590500@qq.com"; "tammy_shengman@foxmail.com"; "1356725240@qq.com"; "petal4@126.com"; "812413653@qq.com"; "shixiangjiu@126.com"; "na34290yaoru@163.com"; "xingyanjuan2017@163.com"; "474015617@qq.com"; "Haolinballoon@foxmail.com"; "home76beauty@sohu.com"; "rosemmax2018@gmail.com"; "wenbingwish@163.com"; "245984959@qq.com"; "yfkwish01@hotmail.com"; "18367916322@163.com"; "306738990@qq.com"; "julia8185@hotmail.com"; "yiwushipin1@163.com"; "leileisales008@163.com"; "287845067@qq.com"; "hoseatoys@126.com"; "liudesheng521@163.com"; "c15820201917@aliyun.com"; "chenyujie02017@163.com"; "18367938759@163.com"; "2137645051@qq.com"; "zhanyuxiaoyu@sohu.com"; "nanjinyu@163.com"

Subject: Summons, Complaint, and Preliminary Injunction - N.D. Illinois Case No: 1:18-cv-07531
Date: Friday, January 4, 2019 3:47:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[Complaint - 18cv7531.pdf](#)
[Preliminary Injunction Order - 18cv7531.pdf](#)
[Schedule A - 18cv7531.pdf](#)
[Summons - 18cv7531.pdf](#)

Please take notice that you have been identified as a defendant operating one or more of the Defendants Internet Stores listed in Schedule A to the Complaint filed by Plaintiffs CREATIVE IMPACT INC., ZURU LLC, and ZURU INC. (collectively "Plaintiffs") in Case No. 1:18-cv-07531.

Plaintiffs have charged Defendants with violations of United States federal and state laws prohibiting trademark infringement and counterfeiting. A copy of the Summons, Complaint, Schedule A, and Preliminary Injunction Order are attached hereto. These and other legal documents may be obtained from Plaintiffs' attorneys, Dunlap Bennett & Ludwig, bobtm@dbllawyers.com, (312) 858-6747, and on the following website: <http://dbllawyers.website/?case=18-07531>.

Any answer or other response to the Complaint should be filed with the Clerk of the Court, United States District Court for the Northern District of Illinois, Eastern Division, Chicago, Illinois (Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, IL 60604) within twenty-one (21) days from when the Complaint is received by you.

Defendants are advised to seek legal counsel.

DUNLAP BENNETT & LUDWIG

T: 800.747.9354 D: 312.858.6747

EXHIBIT 2

Dunlap Bennett & Ludwig PLLC**WARNING: Website Shut Down!**

The online store that formerly used this domain has been disabled, pursuant to a U.S. federal court order, for the sale of products bearing counterfeit trademarks.

Refund Information

Control of this domain has been transferred to Creative Impact Inc., Zuru LLC and Zuru Inc., owners of the BUNCH O BALLOONS trademark for violation of federal trademark and counterfeiting laws. This action was taken to protect the BUNCH O BALLOONS brand and consumers from unknowingly purchasing counterfeit products.

We recommend that you contact your payment provider as soon as possible to get a refund.

Method of Payment

[Learn more](#)

NOTICE TO DEFENDANTS

Case No: 1:18-cv-07531

Creative Impact Inc. et al v. The Individuals, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations Identified on Schedule A Hereto

The defendants operating the Defendants Internet Stores listed in Schedule A to the Complaint are hereby advised: Plaintiff has charged Defendants with violations of United States federal and state laws prohibiting trademark infringement and counterfeiting. A copy of the Complaint and other legal documents may be obtained from Plaintiffs' attorneys, Dunlap Bennett & Ludwig, bobtm@dbllawyers.com, (312) 858-6747, and on this website. See links below.

Any answer or other response to the Complaint should be filed with the Clerk of the Court, United States District Court for the Northern District of Illinois, Eastern Division, Chicago, Illinois within twenty-one (21) days from when the Complaint is received by you.

Defendants are advised to seek legal counsel.

Complaint ([View](#) | [Download PDF](#))
 Motion for Temporary Restraining Order ([View](#) | [Download PDF](#))
 Memorandum in Support of a Temporary Restraining Order ([View](#) | [Download PDF](#))
 Temporary Restraining Order ([View](#) | [Download PDF](#))
 Motion for Preliminary Injunction ([View](#) | [Download PDF](#))
 Preliminary Injunction Order ([View](#) | [Download PDF](#))
 Summons ([View](#) | [Download PDF](#))
 Schedule A ([View](#) | [Download PDF](#))

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EXHIBIT 3

No.	Seller Names	Defendant Online Marketplace
31	FiveDaoxiang	https://www.wish.com/c/5a27c3807298d9077c70621e
32	flowerbloom	https://www.wish.com/c/59697d3d8d1a1f11310d100f
34	flyco	https://www.wish.com/c/5780b3edb564f377eb2019be
35	fudisi	https://www.wish.com/c/5aed63f5aaa7016f5b671f7a
36	FunFoil (GuangZhou) Industry Limited	https://www.alibaba.com/product-detail/Funfoil-Balloon-water-balloons-bunch-o_60755311815.html
37	Funny character life	https://www.wish.com/product/57a1aa20d291331971ed8951
40	gexiaoxiao	https://www.wish.com/product/594796a023e66221923496b8
43	Goodlucky store	https://www.aliexpress.com/item/50pcs-lot-free-shipping-hot-selling-summer-children-gift-magic-water-balloons-latex-3-bunches-in/32862221536.html
44	Guangzhou Fineballoon Technology Co., Ltd.	https://www.alibaba.com/product-detail/children-magic-small-bunch-O-balloons_60707539423.html
45	Guangzhou Fuerte Crafts Co., Ltd.	https://www.alibaba.com/product-detail/Unicorn-Party-Supplies-set-helium-pink_60757671771.html
46	Guangzhou LuckyBalloons Trading Co., Ltd.	https://www.alibaba.com/product-detail/plain-round-balloons-bunch-o-balloon_60635310546.html
47	Guangzhou Xingyuan Inflatable Co., Ltd.	https://www.alibaba.com/product-detail/Inflatable-LED-crowd-ball-inflatable-bunch_60360160911.html
48	hannah2017	https://www.wish.com/product/59acf77043101a69e60dd97c
49	Hebei Jiguan Rubber Products Co., Ltd.	https://www.wish.com/product/57bb8979f40bb5225e9f96c4
50	Hebei Tongxuan Rubber Products Co., Ltd.	https://www.alibaba.com/product-detail/Children-party-colorful-latex-bunch-o_60365525753.html
51	Hello-Andy	https://www.wish.com/c/592839ac8f7b085d8d63f317
53	homeland	https://www.wish.com/c/596c70f68b93757059238257
54	hongdouwudi	https://www.wish.com/c/594a5f9ea883464f313f3e1e
55	hongjiexin	https://www.wish.com/product/593e8be39a2eee5a6d5ab877
56	HongTangShui150708	https://www.wish.com/product/590dd8e7d264b3666208a9c5
57	Hou Yi	https://www.wish.com/c/5971c9f9d5ccaf7352e06b02
58	ifound	https://www.wish.com/product/5914073b6e22cd26629e6e4b
60	jfxget5326	https://www.wish.com/c/5b07b495524c392c130a252c
61	Jianou Jinbella Arts & Crafts Co., Ltd.	https://www.alibaba.com/product-detail/Summer-Bunch-O-Balloons-Use-Latex_60761891059.html
62	JXBABY	https://www.wish.com/product/58db7e1ae20fe755637234eb
64	kindkingstore	https://www.wish.com/c/5a2798bd325cf41dbf449826
70	liping-store	https://www.wish.com/c/59521fb1315bff1cdfedd834
71	liren	https://www.wish.com/c/594357458a0b766ff72bd13c
72	liuchunlei	https://www.wish.com/product/59f2c06224d0736a761a0b02
73	liujixu	https://www.wish.com/c/5ad84ee82c3a2235ca372400
74	liujiyun001	https://www.wish.com/c/5976b18bae06db73ee0ba8b3
76	love-u-forever	https://www.wish.com/product/5a266d3bcebc17506eafe089
77	Low-key life household	https://www.wish.com/product/58f19b9bd245e74c0d6c9b2f
78	luck of the blue birds	https://www.wish.com/product/5a619d43647e1f0af727b390
80	maisq	https://www.wish.com/product/5a984b5dc7e80b2f8ef9bd02

No.	Seller Names	Defendant Online Marketplace
81	maleistore	https://www.wish.com/product/594688a37964e04f6702fcdf
82	Mars camp	https://www.wish.com/product/5743fcc005c15f5d3fa0812f
83	miyay	https://mama.wish.com/product/5ab46cc31a516716d5cbec90
84	momooda	https://www.wish.com/c/59995f5190a0f158b20e17ef
85	moneytree898	https://www.wish.com/c/5a266d2a172678070fd3f0da
86	MrHeiDou	https://www.wish.com/c/595b1d5cad13217069231b38
87	nantianzhiyun	https://www.wish.com/c/5ac25c0ec7e80b7b1c564711
90	Ningbo Bright Commodity Co., Ltd.	https://www.alibaba.com/product-detail/Bunch-O-Balloons-Instant-water-balloons_60764590104.html
91	Ningbo FL Appliance Co., Ltd.	https://www.alibaba.com/product-detail/Bunch-O-Balloons-Instant-water-balloons_60767734004.html
92	Niuqi digital franchise	https://www.wish.com/c/580a841e49223a3cee34642a
93	Officialdesign	https://www.wish.com/c/5a7ab9acd236a52a08ecbf9b
95	oyfdedianpu	https://www.wish.com/c/5b07cf2fd47a55178befaec1
96	Paradise umbrella	https://www.wish.com/c/590ab9f94670622a723fbce2
97	pdktyez6285	https://www.wish.com/c/5b07c1b21ff56540a2fce0fc
98	qinlongfei	https://www.wish.com/product/5a036213977da16b48fb5509
99	queenwl	https://www.wish.com/c/59521fb1588e0d5fff87e52d
100	rkonfashion	https://www.wish.com/product/58f19b914b97cc3885e55fd1
101	Shangli Flamingo Fireworks Manufacture Co., Ltd.	https://www.alibaba.com/product-detail/bunch-O-balloon-111-water-balloon_60472967615.html
102	Shantou Longhu Weibo Toys Firm	https://www.alibaba.com/product-detail/balloons-use-for-christmas-or-birthday_60509053763.html
104	Shenzhen City Piaofa Industrial Co., Ltd.	https://www.alibaba.com/product-detail/Hot-Sell-Customized-Bunch-O-Balloons_60441444079.html
107	Shitu maker international	https://www.wish.com/product/5afc3489f6eb1e14f4618d67
108	sillenceee	https://www.wish.com/c/5947b5e9d114a96ee75314b9
110	sisibaokuan	https://www.wish.com/product/57aaafbdd2277068800f9a73
111	songjunhao	https://www.wish.com/product/58aa9afa679bcf530f02d490
116	suzhouquemuwangluokejiyouxiangongsi	https://www.wish.com/product/592535970bc7600b8645037f
119	Taizhou Huangyan Lianqi Mould And Plastic Products Co., Ltd.	https://www.alibaba.com/product-detail/water-balloons-strong-rubber-ring-no_60757968627.html
120	The world of fashion Mobile Phone Bags & Case	https://www.wish.com/c/59793e1d96e19a7debd65641
122	uranus	https://www.wish.com/c/57b596a8db2b464c1a1d93a2
123	wangliping035	https://www.wish.com/product/5ab9ac722edab0093fe240bb
129	xeizaihuang	https://www.wish.com/product/5ac1c84d0c1d906fdd813155
131	xingxingzhongzhong	https://www.wish.com/product/5b223a1d79dba212656df783
132	xingyanjuan	https://www.wish.com/product/594796a39009d756fda58368
133	Xin's	https://www.qoo10.com/item/BUNCH-O-BALLOONS-111PCS-MAGIC-COLORFUL-WATER-BALLOONS/608495901
134	Xiong Xian Haolin Latex Products Co., Ltd.	https://www.alibaba.com/product-detail/Fast-Filling-Magic-Water-Balloon-Bunch_60447135865.html

No.	Seller Names	Defendant Online Marketplace
135	xiongjiajia	https://www.wish.com/product/5ad868debd784c5d27efcf0e
136	X-toys store	https://www.wish.com/product/5aa26db3d6339d7b1ceff6ae
137	yanyi	https://www.wish.com/product/5947d43ff447ab67252f463d
138	yeecome	https://www.wish.com/product/58ecc25232260a1a3a6a096c
139	yfk01	https://www.wish.com/c/5925363b46a37f5a14e6b69c
140	yfk02	https://www.wish.com/product/5925369e7840083ec47ef701
141	yfterp6359	https://www.wish.com/product/5b07b7586b94ac61beca8e1e
143	Yiwu City Union Fashion Industrial Factory	https://wholesaler.alibaba.com/product-detail/Magic-Water-Balloons-Kids-Toys-Bunch_60463153252.html
144	yiwu city yi ji trading co., ltd	https://mama.wish.com/product/56192058ce66820f5c70b7b1
145	Yiwu Cora Trade Co., Ltd.	https://www.alibaba.com/product-detail/Fast-Fill-Magic-Balloon-Water-Balloons_60805742465.html
146	Yiwu Green Shine Gifts And Toys Co., Ltd.	https://www.alibaba.com/product-detail/2018-Summer-Best-Seller-Magic-Water_60530374481.html
148	Yiwu Haoway Handicraft Co., Ltd.	https://www.alibaba.com/product-detail/Magic-Water-Balloons-Kids-Toys-Bunch_60638587773.html
149	Yiwu Hongxing Toys Co., Ltd.	https://www.alibaba.com/product-detail/12-inch-high-quality-bunch-o_1857706240.html
150	Yiwu Isabella Arts & Crafts Co., Ltd.	https://www.alibaba.com/product-detail/wholesale-EXW-price-high-quality-magic_60502241566.html
151	Yiwu Leiling Import & Export Co., Ltd.	https://www.alibaba.com/product-detail/111pcs-Magic-Self-Sealing-Quick-Fill_60793763299.html
152	yiyaoya	https://www.wish.com/product/5752397cdfb0bf60bd2bd64a
153	yujienihao	https://www.wish.com/c/594796a74f0e6e7f6ca3fe44
154	yumingyaokkk	https://www.wish.com/product/5b07d0b0606f0438262d747f
155	zhangcaihong	https://www.wish.com/product/5ac25bfa246bb03106719e19
156	zhanyuu	https://www.wish.com/product/5ad99c0cf3bcc64236a2cb8
157	Zhejiang Yueqing Chinu Packing & Printing Co., Ltd.	https://www.alibaba.com/product-detail/Water-Balloons-Bunch-O-Balloons-Per_60334144972.html
158	zhenwenhuang	https://www.ebay.com/itm/Bunch-O-Balloons-111-Pcs-Water-Balloons-Kits-3-bunches-Self-Sealing-fast-filling/183147451654

EXHIBIT 4

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

IRON MAIDEN HOLDINGS LTD.,)	
)	
Plaintiff,)	
)	Case No.: 1:18-cv-1098
v.)	
)	Judge Jorge L. Alonso
THE PARTNERSHIPS AND)	
UNINCORPORATED ASSOCIATIONS)	Magistrate Judge Michael T. Mason
IDENTIFIED ON SCHEDULE “A”,)	
)	
Defendants.)	

FINAL JUDGMENT ORDER

This action having been commenced by IRON MAIDEN HOLDINGS LTD. (“IMHL”) against the defendants identified in the attached First Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and IMHL having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by IMHL, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

IMHL 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 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 the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet 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 Plaintiffs’ Trademarks. See Docket No. 9 which include screenshot evidence confirming that each Defendant Internet Store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the IRON MAIDEN Trademarks, U.S. Trademark Registration Nos. 4,848,431; 3,840,031; 1,307,146; 1,306,972 and 1,308,370.

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 IMHL'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 affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the IRON MAIDEN 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 product that is not a genuine IMHL Product or not authorized by IMHL to be sold in connection with the IRON MAIDEN Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine IMHL Product or any other product produced by IMHL, that is not IMHL' or not produced under the authorization, control or supervision of IMHL and approved by IMHL for sale under the IRON MAIDEN 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 IMHL, or are sponsored by, approved by, or otherwise connected with IMHL;
 - d. further infringing the IRON MAIDEN Trademarks and damaging IMHL's goodwill;
 - e. otherwise competing unfairly with IMHL in any manner;
 - f. 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 IMHL, nor authorized by IMHL to be sold or

- offered for sale, and which bear any of the IRON MAIDEN Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and
 - h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the IRON MAIDEN Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine IMHL Product or not authorized by IMHL to be sold in connection with the IRON MAIDEN Trademarks.
2. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order, shall, at IMHL's choosing:
- a. permanently transfer the Defendant Domain Names to IMHL's control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of IMHL's selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of IMHL's selection; or
 - b. cancel the registrations for the Defendant Domain Names and make them inactive.

3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer and Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, “Alibaba”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within three (3) 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 the IRON MAIDEN Trademarks, including any accounts associated with the Defaulting Defendants listed on First Amended Schedule A attached hereto;
 - 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 the IRON MAIDEN Trademarks; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified on First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
4. Pursuant to 15 U.S.C. § 1117(c)(2), IMHL is awarded statutory damages from each of the Defaulting Defendants in the amount of one million dollars (\$1,000,000) for willful use of counterfeit IRON MAIDEN Trademarks on products sold through at least the Defendant Internet Stores.
5. Western Union shall, within two (2) business days of receipt of this Order, permanently block any Western Union money transfers and funds from being received by the Defaulting Defendants identified on First Amended Schedule A.

6. Amazon Payments, Inc. (“Amazon”), ContextLogic, Inc. (“WISH), PayPal, Inc. (“PayPal”) and/or Alipay US, Inc. (“Alipay”) shall, within two (2) 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 on First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
7. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by Amazon and Alipay, are hereby released to IMHL as partial payment of the above-identified damages, and Amazon and Alipay are ordered to release to IMHL the amounts from Defaulting Defendants’ Amazon and Alipay accounts within ten (10) business days of receipt of this Order.
8. Until IMHL has recovered full payment of monies owed to it by any Defaulting Defendant, IMHL shall have the ongoing authority to serve this Order on Amazon and Alipay in the event that any new Amazon and Alipay accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Amazon and Alipay shall within two (2) 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 Amazon and Alipay accounts;
 - b. Restrain and enjoin such accounts or funds that are China or Hong Kong based from transferring or disposing of any money or other of Defaulting Defendants’ assets; and
 - c. Release all monies restrained in Defaulting Defendants’ Amazon and Alipay accounts to IMHL as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

9. Until IMHL has recovered full payment of monies owed to it by any Defaulting Defendant, IMHL 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 two (2) 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 or other of Defaulting Defendants’ assets; and
 - c. Release all monies restrained in Defaulting Defendants’ financial accounts to IMHL as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

10. In the event that IMHL identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, IMHL 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 Paul Varley and any e-mail addresses provided for Defaulting Defendants by third parties.

This is a Final Judgment.

ENTERED:

4/10/18



Jorge L. Alonso
United States District Judge

FIRST AMENDED SCHEDULE A

No.	DEFENDANTS
1	[RockShop] rock store
3	Amy's Store
4	Anime Costume Factory Store
6	Anny Boutique Bag Store
14	Chongqing ShengXinDa Trade Co., Ltd.
15	crazyee
16	Dancingman
17	DARBY JOAR Store
18	ddartoilpainting
19	Dehua Across Gift Co., Ltd.
20	dg88090431
23	Excellent shoes network
24	fashionhoodies
26	Green_love_open
27	haozhonghong
29	Heejues Store
34	kaiye Store
36	LadyShip
37	Meng cat women's clothing
38	Mens World Tshirts Store
39	Minason Silicon Valley Store
40	Mr.17 rock shop
43	NOAHCOSY Store
44	North_yang
46	PonyHouse Pandamaestro
47	PrettySunshine Jewellery Store
48	RIOT official flagship store
50	s9 Store
52	Sprig
56	Superstore Store
57	SweeTees Store
58	TONGXINGWOLF Store
60	Vanpolee Jewelry
61	Vast Flag
65	WE CAN FLY Store
67	Wishgirl Store
68	xiaoyh
70	Yaya Tshirts Store

71	Ycc3831893
74	yiwuliming Store
76	agoozon
77	Aimeila
78	Arsyadishop
80	AWDIP US
81	beckem_egan
83	BestNineFive
84	BoGuze
85	Bolany
86	BTX Toys
87	Cecil Eleanor Peter
91	Dhe-Vengance
94	Filyds
95	Fizh Custom Shop
96	FOGshop
97	gebgidixcwkpoa
98	Gift Personality
99	gogogods
100	GreenLabel
101	HangZhouZhuoBiaoMaoYiYouXianGongSi
102	Happypatch
103	HEI222
104	HELLO SIAM
105	hhgfddoo
108	jkjsdfhgis
109	JMPTWY
110	Johnny Learn to Rock
111	kikikikik
112	Kings sewing
113	kleenplus
114	Leygin
115	liyy
116	Mermaid Shop
117	MNC SHOP.
119	PATCHCUBE
120	Platinum Stuff
121	POP Creation
122	Poster Outlet
125	Repuai

127	Romanzy
128	Seeing one shop
129	shengjieruiqiche
130	Skyline Patch Shop
132	Sukohu
133	Thai Vintage
134	The Banyan Tee - TBT
135	Thebuttons
136	Think Patch
138	THKJI
139	Visor&Caps
140	W Expert
142	wanghuaikun
144	yangwancheng
145	yueqiang