

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

CANVASFISH.COM, LLC,
a Montana Limited Liability Company,

Plaintiff,

v.

JOHN DOES 1-10,

Defendants.

Case No.: 1:21-CV-03676

Honorable Virginia M. Kendall

[PROPOSED] JUDGMENT

Before the Court is Plaintiff’s Motion for Default and Default Judgment. Plaintiff Cavnasfish.com, LLC (“Canvasfish”) initiated this action by identifying Defendants listed on Schedule A and now seeks entry of Default and Default Judgment against the Defendants identified at **Exhibit 1** to this Order (the “Defaulting Defendants”);

This Court has previously entered a temporary restraining order and preliminary injunction against the Defaulting Defendants, including a domain name transfer and asset restraint. Plaintiff has properly completed service of process on the Defaulting Defendants by completing service consistent with this Court’s prior orders, including email service and through internet publication, being reasonably calculated under all the circumstances to apprise the Defaulting Defendants of the pendency of this action and affording them the opportunity to answer or otherwise defend;

None of the Defaulting Defendants as listed in **Exhibit 1** have answered or otherwise defended in response to Plaintiff’s Complaint and the time for answering having expired;

THIS COURT HEREBY FINDS that the Defaulting Defendants are liable for common law trademark infringement (15 U.S.C. § 1125), willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), and copyright infringement (17 U.S.C. §

504), as detailed at **Exhibit 1**;

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Judgment is entered against the 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 Plaintiff's Canvasfish's DeYoung Mark 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 Canvasfish product or not authorized by Canvasfish to be sold in connection with the DeYoung Mark;
 - b. reproducing, importing, distributing copies of, making derivative works of, or publicly displaying the DeYoung Works, the copyrighted designs, in any manner without the express authorization of Canvasfish;
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Canvasfish product or any other product produced by Canvasfish, that is not Canvasfish's or not produced under the authorization, control or supervision of Canvasfish and approved by Canvasfish for sale under the DeYoung Mark, and/or the DeYoung Works;
 - d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Canvasfish, or are sponsored by, approved by, or otherwise

- connected with Canvasfish;
- e. further infringing the DeYoung Mark and/or the DeYoung Works and damaging Canvasfish's goodwill; and,
 - f. manufacturing, shipping, delivering, importing, 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 Canvasfish, nor authorized by Canvasfish to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the DeYoung Mark or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the DeYoung Works.
2. The domain name registrars, including, but not limited to, Amazon Registrar, Inc., Dynadot, LLC, GoDaddy.com LLC ("GoDaddy"), Name.com, Namecheap Inc. ("Namecheap"), NameSilo LLC, Wild West Domains, LLC, and Google, LLC, within five (5) business days of receipt of this Order shall permanently transfer the domain names identified on **Exhibit 1** (the "Domain Names") to Plaintiff's control, including unlocking and changing the registrar of record to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Domain Names to a registrar of Plaintiff's selection or cancel the registrations and make them inactive;
 3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Etsy, eBay, or Amazon, and domain name registrars, shall within five (5) business days of receipt of this Order:
 - a. Disable and cease providing services for any accounts through which the Defaulting Defendants engage in the sale of counterfeit and infringing goods using the DeYoung Mark, including any accounts associated with the Defaulting

Defendants listed at **Exhibit 1**;

- 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 DeYoung Mark;
 - c. Take all steps necessary to prevent links to the Domain Names identified on **Exhibit 1** from displaying in search results, including but not limited to removing links to the Domain Names from any search index;
4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants so identified on **Exhibit 1** in the amount of \$500,000 per infringement of Plaintiff's DeYoung Mark for willful use of the counterfeit DeYoung Mark;
 5. Pursuant to 17 U.S.C. § 504, Plaintiff is awarded statutory damages from each of the Defaulting Defendants so identified on **Exhibit 1** for the infringement of Plaintiff's DeYoung Works;
 6. PayPal, Inc. ("PayPal"), Stripe, Inc., ("Stripe"), any banking institutions, and any other service providers shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to the Defaulting Defendants, including any accounts owned by or linked to Defaulting Defendants via email addresses and domain names identified through third party discovery ("Restrained Accounts") from transferring or disposing of any money or other of Defaulting Defendants' assets.
 7. All monies in the Defaulting Defendants' restrained financial accounts, including the Restrained Accounts, are hereby released to Plaintiff as partial payment of the above-identified damages, and PayPal is ordered to release to Plaintiff (through Plaintiff's

counsel) the amounts from Defaulting Defendants' PayPal accounts within ten (10) business days of receipt of this Order.

8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendants, Plaintiff shall have the ongoing authority to serve this Order on PayPal, Stripe, and other third-party service providers in the event that any new accounts or assets controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, any service providers served with this Order shall, within two (2) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, including but not limited to any PayPal, Stripe, and bank accounts;
- 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' PayPal accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

9. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendants, Plaintiff 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 and funds connected to Defaulting Defendants, including but not limited to any PayPal accounts;
- 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' accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

IT IS SO ORDERED.

Dated:

Honorable Virginia M. Kendall
United States District Court Judge

EXHIBIT 1

ALIAS	DATE SERVED	COPYRIGHT (\$150,000 per infringement)	TM _ Registered (\$500,000 per infringement)	TOTAL
beantee.com	8/30/21	1	1	\$650,000.00
fionacuz.com	8/30/21	4	1	\$1,100,000.00
magunusi.com	8/30/21	3	1	\$950,000.00
vensestore.com	8/30/21	3	1	\$950,000.00
vislistore.com	8/30/21	3	1	\$950,000.00
DeepCruan.com	8/30/21	1	1	\$650,000.00
summetee.com	8/30/21	1	0	\$150,000.00
styletshirts.store	8/30/21	1	1	\$650,000.00
beautifulday.store	8/30/21	1	1	\$650,000.00
tshirtcheapest.store	8/30/21	1	1	\$650,000.00
kevinisami.com	8/30/21	1	1	\$650,000.00
customfamilytee.com	8/30/21	1		\$150,000.00
merchcustom.com	8/30/21		1	\$500,000.00
bazote.com	8/30/21	1	1	\$650,000.00
foxsstar.com	8/30/21	2	1	\$800,000.00
allprintaz.com	8/30/21	1	1	\$650,000.00
Soobek.com	8/30/21	4	1	\$1,100,000.00
meckily.com	8/30/21	4	1	\$1,100,000.00
gooheart.com	8/30/21	1	1	\$650,000.00
woonishop.com	8/30/21	1		\$150,000.00
kemtshirt.com	8/30/21	5	1	\$1,250,000.00
Gopostore.com	8/30/21	1		\$150,000.00
FamilyLoves.com	8/30/21	3	1	\$950,000.00
heroidesign.com	8/30/21	2		\$300,000.00
usbeach.co	8/30/21	3		\$450,000.00
austincust.com	8/30/21	1		\$150,000.00
rageontee.com	8/30/21	1		\$150,000.00
tcraftshop.com	8/30/21	9	1	\$1,850,000.00
onesoulburn.com	8/30/21	5	1	\$1,250,000.00
buludeep.com	8/30/21	20	1	\$3,500,000.00

trendingtshirt.us	8/30/21	16	1	\$2,900,000.00
shirt3d.us	8/30/21	17	1	\$3,050,000.00
clotheschat.com	8/30/21	2	1	\$800,000.00
gearupngetout.com	8/30/21	3		\$450,000.00
coletas.shop	8/30/21	5	1	\$1,250,000.00
Kitaram.com	8/30/21	1	1	\$650,000.00
xpanshop.com	8/30/21	2	1	\$800,000.00
hemotee.com	8/30/21	1	1	\$650,000.00
palochi.com	8/30/21	2	1	\$800,000.00
babomanstore.com	8/30/21	2	1	\$800,000.00
caneticstore.com	8/30/21	1	1	\$650,000.00
newstore.com	8/30/21	1	1	\$650,000.00
sosoulburn.com	8/30/21	8	1	\$1,700,000.00
ekoptestore.com	8/30/21	3	1	\$950,000.00
koreasshop.com	8/30/21	3	1	\$950,000.00
hadkstore.com	8/30/21	2	1	\$800,000.00
Wanbina.com	8/30/21	1	1	\$650,000.00
madeforfans.com	8/30/21	4	1	\$1,100,000.00
BrookerJmlPLo	8/30/21	1	1	\$650,000.00
BigtimeBoutique	8/30/21	1	1	\$650,000.00
WorldVibe	8/30/21	2	1	\$800,000.00
ChristianReichhard	8/30/21	1	1	\$650,000.00
CaroleNaegeleShop	8/30/21	1	1	\$650,000.00
orangemke1	8/30/21	1	1	\$650,000.00
ammetal	8/30/21	2	1	\$800,000.00
alamursa4	9/3/21	1	1	\$650,000.00
wnnurhalis-0	9/3/21	1	1	\$650,000.00
gerald_8956	9/3/21	1	1	\$650,000.00
caylendaug16	9/3/21	1	1	\$650,000.00
kristalrott_83	9/3/21	1	1	\$650,000.00
alejandrades_81	9/3/21	1	1	\$650,000.00
BrookerJmlPLo	9/3/21	1	1	\$650,000.00
BigtimeBoutique	9/3/21	1	1	\$650,000.00
WorldVibe	9/3/21	2	1	\$800,000.00
ChristianReichhard	9/3/21	1	1	\$650,000.00

CaroleNaegeleShop	9/3/21	1	1	\$650,000.00
qinjiangping6890	9/3/21	2	1	\$800,000.00
chenmengna71505	9/3/21	1	1	\$650,000.00
Inge V. Kendall	9/3/21	1	1	\$650,000.00
shiyani0016	9/3/21	1	1	\$650,000.00
wangjianjun0801	9/3/21	3	1	\$950,000.00
wangshuang794684	9/3/21	1	1	\$650,000.00
wangzhonghui5795	9/3/21	1	1	\$650,000.00
mike hrestak45	9/3/21	1	1	\$650,000.00
phubinhto97350	9/3/21	5	1	\$1,250,000.00
tianhan 258	9/3/21	3	1	\$950,000.00
RICHIE HAUGHT34	9/3/21	2	1	\$800,000.00
Ernest Hicks	9/3/21	1	1	\$650,000.00
zhangna06	9/3/21	1	1	\$650,000.00
Jessica Rolfe	9/3/21	1	1	\$650,000.00
eric richards34	9/3/21	2	1	\$800,000.00
Brett Waterbeck	9/3/21	1	1	\$650,000.00
zhanghongtao6039	9/3/21	1	1	\$650,000.00
vylandinh17519	9/3/21	15	1	\$2,750,000.00
Town Vape34	9/3/21	1	1	\$650,000.00
WAYNE778	9/3/21	1	1	\$650,000.00
chenling100463	9/3/21	1	1	\$650,000.00
James Miller123	9/3/21	1	1	\$650,000.00
ductrungvuong62177	9/3/21	3	1	\$950,000.00
rtonolive	9/3/21	1	1	\$650,000.00
xiamingzhu1042	9/3/21	1	1	\$650,000.00
daiyingxi514958	9/3/21	1	1	\$650,000.00
GARY KAISINGER	9/3/21	1	1	\$650,000.00
JOEL145	9/3/21	1	1	\$650,000.00
JOHN332	9/3/21	1	1	\$650,000.00
Anna Ferguson	9/3/21	1	1	\$650,000.00
MICHAEL665	9/3/21	1	1	\$650,000.00
Emily B Ellis	9/3/21	1	1	\$650,000.00
hushuqiang Store	9/3/21	1	1	\$650,000.00
ehui00586	9/3/21	1	1	\$650,000.00
quochuymai76718	9/3/21	3	1	\$950,000.00

Dianahsdbc166	9/3/21	1	1	\$650,000.00
Yimeiguan258	9/3/21	1	1	\$650,000.00
FADO SAM CARGO	9/3/21	1	1	\$650,000.00
Floyd Morales	9/3/21	1	1	\$650,000.00
huyongkang50372	9/3/21	1	1	\$650,000.00
Rubasses	9/3/21	1	1	\$650,000.00
Jerry M Simmons	9/3/21	1	1	\$650,000.00
KEITH002	9/3/21	1	1	\$650,000.00
ANDREW333	9/3/21	1	1	\$650,000.00
DANIEL123	9/3/21	1	1	\$650,000.00
alleycassidy42839440	9/3/21	1	1	\$650,000.00
godtnr00	9/3/21	1	1	\$650,000.00
wujunzhe15815824	9/3/21	9	1	\$1,850,000.00
Lujingt	9/3/21	1	1	\$650,000.00
wyz0625	9/3/21	2	1	\$800,000.00
Dongd_01	9/3/21	1	1	\$650,000.00
wuxiaofei2517	9/3/21	1	1	\$650,000.00
Cheers1	9/3/21	1	1	\$650,000.00
shatuqing423	9/3/21	1	1	\$650,000.00
Dominick Peterson	9/3/21	1	1	\$650,000.00
lina2201	9/3/21	1	1	\$650,000.00
chenping Store me	9/3/21	4	1	\$1,100,000.00
SunStyle Shop	9/3/21	16	1	\$2,900,000.00
Melinda Kelsay	9/3/21	1	1	\$650,000.00
Linglini	9/3/21	14	1	\$2,600,000.00
kongjun Store	9/3/21	1	1	\$650,000.00
guoxiaobao8515	9/3/21	1	1	\$650,000.00
dengqingjun9856	9/3/21	2	1	\$800,000.00
wangjun Store me	9/3/21	1	1	\$650,000.00
Rank Electronics	9/3/21	1	1	\$650,000.00
Lanika Vann	9/3/21	1	1	\$650,000.00
ommaking	9/3/21	2	1	\$800,000.00
Matthew Dukes	9/3/21	1	1	\$650,000.00
xutianyue0214	9/3/21	1	1	\$650,000.00
xuxiaolong1316	9/3/21	1	1	\$650,000.00

FunnyRedTee	9/3/21	1	1	\$650,000.00
audrinawhitehead35029124	9/3/21	1	1	\$650,000.00
Ivyaping55818	9/3/21	1	1	\$650,000.00
NacaratStore	9/3/21	1	1	\$650,000.00
Robert Tuttle	9/3/21	1	1	\$650,000.00
Elnitra woods66	9/3/21	2	1	\$800,000.00
jang4070	9/3/21	1	1	\$650,000.00
zhuhongna66058	9/3/21	1	1	\$650,000.00
zhangyufan623	9/3/21	1	1	\$650,000.00
zhaoshi1234	9/3/21	1	1	\$650,000.00
Erin Zebrowski	9/3/21	2	1	\$800,000.00
yuanwenhao12	9/3/21	1	1	\$650,000.00
wangyanhua888	9/3/21	1	1	\$650,000.00
xuxingying Store	9/3/21	1	1	\$650,000.00
zhanghui Store me0071	9/3/21	2	1	\$800,000.00
NeverDying	9/3/21	1	1	\$650,000.00
carissachaykavwf81	9/3/21	7	1	\$1,550,000.00
EricCstore	9/3/21	1	1	\$650,000.00
cleoracomfortlzo32	9/3/21	9	1	\$1,850,000.00
dylyrevore750	9/3/21	1	1	\$650,000.00
FifthHarmonys	9/3/21	1	1	\$650,000.00
MADELENASANTIANO4341	9/3/21	1	1	\$650,000.00
SangNguyen_Ds	9/3/21	3	1	\$950,000.00
fishingOutdoors	9/3/21	3	1	\$950,000.00
leishathurman6070	9/3/21	2	1	\$800,000.00
BiemsHomish566	9/3/21	2	1	\$800,000.00