

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

ROBLOX CORPORATION,,

Plaintiff,

v.

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

Defendants.

Case No. 23-cv-5346

Judge Thomas M. Durkin

Magistrate Judge Sunil R. Harjani

DEFAULT JUDGMENT ORDER

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

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and 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, Plaintiff 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 Plaintiff's federally registered trademarks (the "ROBLOX Trademarks") to residents of Illinois. In this case, Plaintiff 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 and do purchase products using counterfeit versions of the Plaintiff Trademarks. *See* Docket Nos. 12-24, which include 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 ROBLOX Trademarks.

A list of the ROBLOX Trademarks is included in the below chart.

Registration Number	Registered Trademark	International Classes
5,292,052	POWERING IMAGINATION	9, 35 and 41
5,460,112	BLOXY	41
6,200,694	ROBLOX	9, 16 and 25

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.*).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default 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 ROBLOX 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 ROBLOX product or not authorized by Plaintiff to be sold in connection with the ROBLOX Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine ROBLOX 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 ROBLOX 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 Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; 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 Plaintiff, nor authorized by Plaintiff to be sold or

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

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, 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 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' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon.com, Artistshot, Printerval, and Teepublic (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 Defendants could continue to sell counterfeit and infringing goods using the ROBLOX 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 ROBLOX Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine ROBLOX product or not authorized by Plaintiff to be sold in connection with the ROBLOX 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 Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the ROBLOX Trademarks.
5. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of One Hundred Thousand (\$100,000) for willful use of counterfeit ROBLOX Trademarks on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Amended Schedule A.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), Artistshot, Printerval, Teepublic and Amazon Pay, 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 6 above) or other of Defaulting Defendants' assets.

7. All monies (up to the amount of the statutory damages awarded in Paragraph 6 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Artistshot, Printerval, Teepublic and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' 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 any 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 Defaulting Defendants, Plaintiff 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 Christian Bayley and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The Two Hundred Sixty-Two Thousand dollar (\$262,000) surety bond posted by Plaintiff is hereby released to its counsel, Hughes Socol Piers Resnick & Dym, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court via certified mail to Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd. at Three First National Plaza, 70 W. Madison Street, Suite 4000, Chicago, IL 60602.

This is a Default Judgment.

Dated: 10/19/2023

Thomas M Durkin

Thomas M. Durkin
United States District Judge

Amended Schedule A

No.	Defendant Name / Alias
1	bummerreplace
2	geishahungry
3	GuillerminaZunigalem
4	Konnagunby
5	toyou2me0921
6	WinoStore
7	xiwytude
8	Apprehensivehop
9	Ben Ho
10	Benjamin White
11	BilBlack
12	BraParker
13	BryonWest
14	Chris Maket
15	Christopher Harrison
16	DaviMackay
17	Elaine Tan
18	Eric Price
19	Gaurav Khurana
20	Gurtej Singh
21	Ian Jepson
22	Ivan Stojanovic
23	Jackdicken-SHOP
24	Krystinastoney
25	La Verne
26	Layabrendon
27	Marcia Mccoy
28	Nitin Singh
29	Ranjeet Kumar
30	Sigrideunice
31	Swati Gupta
32	Vincentdega
33	Amandasanchez
34	Aurhan illustra
35	brothercloth96
36	John Vector
37	Smacks
38	splinter300
39	VenusGreen
40	addielean
41	AFA DESIGNS
42	agapemolin
43	aquinnahmeginnis
44	bilmem
45	bordinhs

46	CahallAleeha
47	custom-designs
48	DANISHAEWLETT
49	elisjodenotol
50	geovonniceranski
51	JamestonLee-Yaur
52	kivala900909
53	morykoshyki8
54	Ngalap Barokah
55	preindimek
56	sunarkosim
57	Vanessa Tees
58	Aerry Direct US
59	AMZ-U K
60	BelLanHong
61	BICXEMY SHOP
62	BOILING THOUGHT
63	ChengDuWanXiJiYinDianZiShangWuYouXianGongSi
64	DANQUANSI
65	DEHUAYAO
66	fashion child cloth
67	FunCake Decoration
68	Gerbana-EU
69	GTOTd
70	HAI YUAN
71	happyeverparty
72	HJHI
73	HuiJL
74	I33ed9/N
75	Kesonmall
76	libolong
77	lvyongbiao
78	Mangober
79	Modou Store
80	QICIG
81	Qucuek Plush
82	RBXSTRAW
83	rosepartyh
84	SHENZHEN KBD
85	TKIDS
86	Uncle Ryan's
87	Well-Buy
88	Wopin-GoodCase
89	Xinbohui Shop
90	Yangsiw
91	zhudongxuu321
92	ZHULIA
93	& lifetimTransportation

94	AhmeIbrahim
95	Antlionmildrid
96	Arthur Green
97	Asa Sharp
98	Baby Embajadorcoronafundador
99	Balram Singh
100	Benjamin Jones
101	Bharat Bhushan
102	BREANNA MCDANIEL
103	Brian Armstrong
104	Brian Fox
105	Brian Mason
106	Bruno D'agostino
107	Bruno Roman
108	CAI YING CHEN
109	Cameron Walker
110	Carlos Braga
111	CarolinLopes
112	CatherinWilson
113	ChaCooper
114	Chris Leach
115	Chris Rowe
116	ClarJones
117	Clay Johnson
118	Clint Sieber
119	Clumsy
120	Construction Services llc
121	Country Animahospital
122	CustomTrendyShirts
123	Daniela Pereira
124	Darren Cox
125	DaviDay
126	Deepak Kumar
127	DenisWilliams
128	DesmondPhifer
129	Diephoho Deho
130	Divyansh Singh
131	DONALDHINKLE
132	Doom Doom
133	Dy Rees
134	Eastvale
135	Edwin Lopez
136	Elaine Williams
137	Elysia
138	Emma Scott
139	Engr md delwar Hoosain saidy
140	Enrique Gonzalez
141	Eric Girard

142	Eric Long
143	Erika Guerrero
144	FahaKhan
145	FreshImagesByMAC
146	Fresk Tire
147	Gabriel Campos
148	Garcia Florence
149	Gareth Morris
150	Gary Chapman
151	Gary Gao
152	Gaurav Trivedi
153	GeneZ
154	Giang Nguyen
155	Gift Gift
156	Gigi Barnhill
157	Gomez
158	Govind Jha
159	Greg Walker
160	Gustavo Lopes
161	HanahClinton
162	HarolPalevsky
163	Ian Coleman
164	Ian Lamb
165	Ibrahim Shehata
166	Igor Coelho
167	Irene Tan
168	Irene Wang
169	Irfan Mahmood
170	Irin Patel
171	Isaac Anthony
172	Isaias Zamarripa
173	Ishan Goyal
174	Ishan Jain
175	Iskren Zahariev
176	Islam Gomaa
177	Ismaldo Matias
178	Istiak Ahmed
179	Jacy
180	Jessica Margetson cfp
181	Joann Clam Wat Tambor
182	Justin Lee
183	Khoa Le
184	Kim Vantae
185	Kurt Chang
186	LADYBUGonCHAMOMILE
187	Lavender Belarusian
188	Losa Nostra
189	LottieShop

190	Ludens Tran
191	Luisa Rivera
192	Marta Veludo Studio
193	Nancy Kreisle
194	NeiDouthat Cpwa
195	Parkway
196	PenelopTrunk
197	PhilippVon Borries
198	Prewitt
199	Querulous Bug Anthia
200	Ramesh Kumar
201	Redo Bureau
202	Rishabh Singh
203	Robert Bickham cima
204	Robert Green cima crps
205	Robert Shuftan
206	San Buenaventura
207	Sri Konada
208	SullieKarlson
209	Sunandmoon12332
210	Szu-Yu Hou
211	Taofiq Olarewaju
212	Thien
213	TravelThroughMut
214	TristanG
215	a2zwh
216	Abdelghanikh
218	ATRS
219	Bee Nice Shop
220	Bigfinz
221	BM29Production
222	chocoberry
223	CorrieFun l
224	DaOmelet
225	Darkoprion
226	DevilRoseGirl
227	EmporiumofMadness
228	FancyShirtman
229	fanpixers
231	FoolishMeatloaf
232	Infinite design
233	jmon y shirt hous
234	juniperleaves
235	keirimma
236	lisaalicedesigns
237	mackersonart
238	MoonlightsCrazyWorld
239	MrGeo1

240	NOXXY
241	officialMdesign
242	ololo design
243	Owoia's Merch Store
244	Pirokov Daniel
245	Quirkyhen
246	RayanFuns
247	RCLWOW
248	Regndroppe
249	Screwedup Artist
250	sleekgrid
252	SmoothNoob
253	Sno
254	SuperCartoonist
255	survival
256	Tavara.net
257	Theartge
258	Theresthisting
259	tomochan
260	ToptierShop
261	Wild Wide
262	yesdesain