

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

THOSE CHARACTERS FROM CLEVELAND,
LLC,

Plaintiff,

v.

1981 STORE et al.,

Defendants.

Case No.: 20-cv-3631

Judge: Gary Feinerman

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on THOSE CHARACTERS FROM CLEVELAND, LLC.'s Motion for a Preliminary Injunction, and this Court having considered the evidence before it hereby GRANTS Plaintiff's Motion for Entry of a Preliminary Injunction in its entirety against the Defendants identified in Schedule A attached hereto (collectively, the "Defendants").

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. Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products bearing infringing and/or counterfeit versions of Plaintiff's CARE BEARS Trademarks and Copyrights (the "Counterfeit CARE BEARS Products").

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order ("TRO") should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil

Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff's previously granted Motion for a Temporary Restraining Order establishes that Plaintiff has a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted.

Specifically, Plaintiff has proved a *prima facie* case of trademark infringement because (1) the CARE BEARS Trademarks are distinctive marks and registered with the U.S. Patent and Trademark Office on the Principal Register as U.S. Trademark Registration Nos. 4,7875,19; 5,8749,43; 3,336,078; 4,602,800; 1,270,509; 1,773,296; 3,767,824; 1,773,296; 1,294,343 and 1,780,477; (2) Defendants are not licensed or authorized to use the CARE BEARS Trademarks and/or Copyrights; and (3) Defendants' use of the CARE BEARS Trademarks and Copyrights are causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with THOSE CHARACTERS FROM CLEVELAND, LLC. Furthermore, Defendants' continued and unauthorized use of the CARE BEARS Trademarks and Copyrights irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions.

Accordingly, this Court orders that:

1. 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 enjoined and restrained from:
 - a. using Plaintiff's CARE BEARS Trademarks and Copyrights or any confusingly similar 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 CARE BEARS Products or not authorized by Plaintiff to be sold in connection with Plaintiff's CARE BEARS Trademarks and Copyrights;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine CARE BEARS Products 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 Plaintiff's CARE BEARS Trademarks and Copyrights;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing Plaintiff's CARE BEARS Trademarks and Copyrights and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear Plaintiff's CARE BEARS Trademarks and Copyrights or any confusingly similar 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 Defendants could continue to sell Counterfeit CARE BEARS Products; and
 - h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's CARE BEARS Trademarks, Copyrights or any confusingly similar reproductions, counterfeit copies or colorable imitations thereof that is not a genuine CARE BEARS Products or not authorized by Plaintiff to be sold in connection with Plaintiff's CARE BEARS Trademarks and Copyrights.
2. Each Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate (c) their financial accounts, including all Alipay accounts, and (d) the steps taken by each Defendant to comply with paragraph 1, a through h, above.
3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliac Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff's choosing:

- a. unlock and change the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or
 - b. disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.
4. Those in privity with 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 Defendants engage in the sale of counterfeit and infringing goods using the CARE BEARS Trademarks and Copyrights, including any accounts associated with the Defendants listed in Schedule A;
 - b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the CARE BEARS Trademarks and Copyrights; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified in Schedule A from displaying in search results, including, but

not limited to, removing links to the Defendant Domain Names from any search index.

5. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' websites at the Defendant Domain Names or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as iOffer and Alibaba, advertisers, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including Alipay and Western Union, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:
 - a. The identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
 - b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, the Defendant Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts and Defendant Domain Names;

- c. Defendants' websites and/or any Online Marketplace Accounts;
 - d. The Defendant Domain Names or any domain name registered by Defendants; and
 - e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Alipay and Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
6. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
7. Western Union shall, within two (2) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the Defendants identified in Schedule A until further ordered by this Court.
8. Aliexpress shall, within two (2) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:
- a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Alipay accounts connected to the information listed in Schedule A hereto; and

- b. Restrain and enjoin any such accounts or funds that are China or Hong Kong based from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
9. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants' Online Marketplace Accounts or websites, shall within two (2) business days of receipt of this Order:
 - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any accounts connected to the information listed in Schedule A hereto; and
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
10. Plaintiff may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Amended Complaint, this Order and other relevant documents on a website to which the Defendant Domain Names which are transferred to Plaintiff's control will redirect, or by sending an e-mail to the e-mail addresses identified in Schedule A hereto; and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of "1981 Store and all other Defendants identified in Amended Complaint" Schedule A that shall apply to all Defendants. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars and payment

processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

15. Plaintiff's Schedule A to the Amended Complaint, and the TRO are unsealed.
16. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.
17. The \$10,000 bond posted by Plaintiff shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.
18. Plaintiff shall file the \$10,000 bond with the Court as soon as the Court re-opens to the public.
19. The Clerk is directed to unseal any previously sealed documents including the TRO, Schedule A and docket entries 2, 3, 4, 9, 10-28 and 32.

Dated: 8/3/2020



U.S. District Court Judge

SCHEDULE A

No.	Defendant Name / Alias
1	1981 Store
2	2LC Store
3	A Side Store
4	aa65AS2019 Store
5	AB Shop Store
6	AccFulee BasicFlagship Store
7	AccFulee Official Store
8	Aiweising Global Source (HK) Co.,Ltd
9	Aplus Digital Franchised Store
10	Arvin Boratat Digital Store
11	AShop123456 Store
12	BIGBIG World Store
13	Bonnie Online
14	BORNDO Digital Store
15	Cartoonpet Store
16	Censi 3c Store
17	chenysbd 3c Store
18	Chito Digital Store
19	ClearLove727 Store
20	COMD 02 Store
21	COMD 03 Store
22	DIYCASE47 Store
23	ewau33 Store
24	FashinoShop Store
25	Fashion Phone Accessories Co. Ltd
26	FENGYU Store
27	GlamPhoneCaseShop Store
28	GOOYIYO Official Store
29	Gurioo Official Store
30	GYKZ Store
31	hani
32	Haozhengqian Store
33	huanhuangadgets50 Store
34	HyunShell Store
35	jamular OfficialFlagship Store
36	Jasmina Store
37	JeanDiy Store

38	JIEYU02 Store
39	jieyukeji Store
40	JoyCare Store
41	JRcute Store
42	Jun 5252203 01 Store
43	Junzee Store
44	LuckinessCase Store
45	LUYIYANGDA PhoneAccessory Store
46	Lzxc Store
47	ManaCASE Store
48	MaxGear Official Store
49	MieYangYou Store
50	Ming Yue Store
51	Minxin Factory Store
52	Mobile Phone Accessories & Parts Store
53	MUKing Store
54	MY Excellence YI Store
55	N1986N Official Store
56	NI NI 520 Store
57	NI NI C ase Store
58	NiceKing PhoneCase Store
59	Null Store
60	OceanWorld Store
61	OFFeier Store
62	One2Slay Store
63	Phone&Tablet Accessories Store
64	Pretty Cute cute trand Store
65	PrettyWorld Store
66	QINUO 3C Store
67	QINUO Outlet Store
68	QQCase Store
69	RACHEL7 Store
70	Rawston Store
71	Reayou Store
72	Saige Factory Store
73	Samba27 Store
74	SecondSpace Store
75	SFCase Store
76	ShenZhen ET Digital Mall
77	Shop1973166 Store

78	Shop2179015 Store
79	Shop3114017 Store
80	Shop3617129 Store
81	Shop4380045 Store
82	Shop4811018 Store
83	Shop5057127 Store
84	Shop5124047 Store
85	Shop5144021 Store
86	Shop5204037 Store
87	Shop5241033 Store
88	Shop5400010 Store
89	Shop5496124 Store
90	Shop5514108 Store
91	Shop5589188 Store
92	Shop5607128 Store
93	Shop5619282 Store
94	Shop5626172 Store
95	Shop5630270 Store
96	Shop5780609 Store
97	Shop5792890 Store
98	SiliconeCase Store
99	Sision Co., L. Store
100	SmartMobile Accessories Store
101	SoHappy Store
102	soinmy Mammon Store
103	Sprites House Store
104	StitchMax Store
105	Strive678912 Store
106	SuperFashion Ruth Store
107	THE END PhoneCover Store
108	the GreatSnail Store
109	The Power of Dreams Store
110	TZEON Official Store
111	UZMLI Global Store
112	VColors Store
113	ViewFar Merry Store
114	Welcome DropShip DropShip Store
115	winwinsales39 Store
116	woyang Store
117	YKX Tech CO LTD Store

118	Yongsheng Phone accessories store Store
119	yuan46 Store
120	ZCase Store
121	Ze Ru co., LTD. Store
122	Zhengqian Store
123	Classicaltshirts Store
124	Customisedtshirt Store
125	All Family
126	Qiqiang Trading Company Ltd. Store
127	Shop5082176 Store
128	Children's Digest Store
129	KEKEXIHAOZ Children's factory Store
130	chencc Store
131	Shop5361242 Store
132	B&Lfashion Store
133	Bdghdglw Mascot Costume Factory Store
134	chenmumu Store
135	Chronic Store
136	GHH07 Store
137	ha deng Store
138	ka ka Store
139	kupao Store
140	MMMLIFE Store
141	Shop5058255 Store
142	Shop5139014 Store
143	Shop5482072 Store
144	Shop5562077 Store
145	Shop5584129 Store
146	Shop5617061 Store
147	Shop5626248 Store
148	Shop5627115 Store
149	Shop5629213 Store
150	Shop5637207 Store
151	Shop5743274 Store
152	Shop5783176 Store
153	Shop5784743 Store
154	Shop5786416 Store
155	Shop5787050 Store
156	Shop5791080 Store
157	Shop5792177 Store

158	Shop5797127 Store
159	harry1 Store
160	Joyce wholesales Store
161	KimXY Resin & ribbon Store
162	L & X COLLECTIONS WHOLESALE STORE
163	OnceUponATime Store
164	Shop216466 Store
165	Shop4251011 Store
166	Shop934787 Store
167	topribbons Store
168	backdrop outlet Store
169	GFUITRR Printed Store
170	Luna backdrop Store
171	photo background backdrops Store
172	photo background Store
173	Sensfun background Store
174	TAIBO photography backdrops Store
175	Anime Fanatic Store
176	BJYXSZD Store
177	bud Store
178	LECO-official Store
179	RC Future Plush Store
180	Shop5617267 Store
181	AliExpres Store
182	FORUDESIGNS Drop Ship Store
183	FORUDESIGNS WORKSHOP store
184	instantarts Official Store
185	Kui Liu Official Store
186	Charms World
187	Helena`s store
188	JewelryFindings Store
189	RockyCharmy Store
190	Vintage Jewelry Factory
191	Ribboncrafts Store
192	Shop1803396 Store
193	Shop622948 Store
194	YJHSMY Official Store
195	Aimee: Store
196	earlfamily Official Store
197	Eason chan Store

198	glass cabochons Store
199	Hand Stamped Store
200	bingoinflatables
201	BingoQiMO inflatables design factory Store

52 SellerDefense