

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

HYDRAFLOW INDUSTRIES LIMITED,

Plaintiff,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Defendants.

Civil Action No.: 1:20-cv-03661

Judge Sharon Johnson Coleman

Magistrate Judge Susan E. Cox

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, HYDRAFLOW INDUSTRIES LIMITED (“HYDRAFLOW” or “Plaintiff”), Motion for a Preliminary Injunction, and this Court having heard 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 (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. “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 Plaintiff's Trademarks. *See* Docket No. 13 which includes 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 SUSHEZI Trademark No. 3,598,997 (the "SUSHEZI Trademark") and Plaintiff's SUSHEZI Copyright Registration No. VA0002196865 (the "SUSHEZI Work").

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 HYDRAFLOW's previously granted Motion for a Temporary Restraining Order establishes that HYDRAFLOW has a likelihood of success on the merits; that no remedy at law exists; and that HYDRAFLOW will suffer irreparable harm if the injunction is not granted.

Specifically, HYDRAFLOW has proved a *prima facie* case of trademark infringement because (1) the SUSHEZI Trademark is a distinctive mark and registered with the U.S. Patent and Trademark Office on the Principal Register and the SUSHEZI Work is registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use any of the SUSHEZI Trademark and SUSHEZI Work, and (3) Defendants' use of the SUSHEZI Trademark and SUSHEZI Work is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with HYDRAFLOW. Furthermore, Defendants' continued and unauthorized use of the SUSHEZI Trademark and SUSHEZI Work irreparably harms HYDRAFLOW through diminished goodwill and brand confidence, damage to HYDRAFLOW's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and,

therefore, HYDRAFLOW 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 temporarily enjoined and restrained from:
 - a. using HYDRAFLOW' SUSHEZI 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 SUSHEZI product or not authorized by HYDRAFLOW to be sold in connection with HYDRAFLOW's SUSHEZI Trademark and SUSHEZI Work;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine SUSHEZI product or any other product produced by HYDRAFLOW, that is not HYDRAFLOW's or not produced under the authorization, control or supervision of HYDRAFLOW and approved by HYDRAFLOW for sale under HYDRAFLOW's SUSHEZI Trademark and SUSHEZI Work;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of HYDRAFLOW, or are sponsored by, approved by, or otherwise connected with HYDRAFLOW;
 - d. further infringing HYDRAFLOW's SUSHEZI Trademark and SUSHEZI Work and damaging HYDRAFLOW 's goodwill;
 - e. otherwise competing unfairly with HYDRAFLOW 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 HYDRAFLOW, nor authorized by HYDRAFLOW to be sold or offered for sale, and which bear any of HYDRAFLOW's SUSHEZI Trademark and SUSHEZI Work 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, or any other online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit/Infringing SUSHEZI Products; and
 - h. operating and/or hosting websites registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing HYDRAFLOW's SUSHEZI Trademark and SUSHEZI Work or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine SUSHEZI product or not authorized by HYDRAFLOW to be sold in connection with HYDRAFLOW's SUSHEZI Trademark and SUSHEZI Work.
4. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, Amazon Payments Inc., Alibaba Group Holding Ltd. along with any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within two (2) 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 SUSHEZI Trademark and SUSHEZI Work, 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 SUSHEZI Trademark and SUSHEZI Work; and
 - c. take all steps necessary to prevent links to the Defendant Online Marketplace Accounts identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Online Marketplace Accounts 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' Online Marketplace Accounts or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as, but not limited to, 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, but not limited to, PayPal, Amazon, Alibaba, Western Union, third party processors and other payment processing service providers, and shippers (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to HYDRAFLOW 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, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts;
 - c. Defendants' websites and/or any Online Marketplace Accounts;
 - d. The Defendant Online Marketplace Accounts 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, but not limited to and without limitation, Amazon, PayPal, Alipay, Alibaba, 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 temporarily 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. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), Alipay US, Inc. and its entities (“Alipay”), Alibaba Group Holding Limited (“Alibaba”) and Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPort, DHLINK and DHPAY (“DHGate”), shall, within three (3) 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 eBay, PayPal, WISH, Amazon, Alipay, Alibaba and DHGate accounts, connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Kevin Anderson; and
 - b. Restrain and enjoin any such accounts or funds that are non-U.S. foreign 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, or Defendants' Online Marketplace Accounts, including, but not limited to, any accounts

connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Kevin Anderson; 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. HYDRAFLOW 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 Complaint, this Order and other relevant documents on a website, or by sending an e-mail to the e-mail addresses identified in Exhibit 3 to the Declaration of Kevin Anderson 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 "Doublewings (Xiamen) Import & Export Co., Ltd. and all other Defendants identified in Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from Online Marketplace Accounts 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.

11. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to HYDRAFLOW or on shorter notice as set by this Court.

12. The \$10,000 bond posted by HYDRAFLOW shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: July 23, 2020



U.S. District Court Judge

NO.	DEFENDANTS
1	Doublewings (Xiamen) Import & Export Co., Ltd.
2	Yiwu Kaiding E-Commerce Co., Ltd.
3	Shenzhen Longxi Yuan Trading Co., Ltd.
4	Henan Ocean Power Homewares Co., Ltd.
5	Shenzhen Someg Electronic Technology Co., Ltd.
6	Yuyao Norton Electric Appliance Co., Ltd.
7	Shop3667080 Store
8	Shop3739014 Store
9	Bruce Zhang Store
10	Good Home-Accessories for you Store
11	A Warm Cottage Store
12	IMemory Store
13	UMYOGO
14	BewthU
15	LIUYONG
16	beewert
17	BunnyFunny
18	Amanda-us
19	Chaba Beauty Shop
20	theoneshop66
21	uson
22	JedaJeda
23	Cascover68
24	Amazing Top Deals
25	BONBOON
26	Choppie
27	HTSTORE_1108
28	VOEN
29	Winnas
30	ees.sold.shop
31	ZONTOTO
32	Vitoria Global
33	StyleZ
34	baree shop
35	Bbshopping
36	Ayutthaya shop
37	Twtt's Shop
38	Dkka

39	BestSellerAMZ
40	Harper Light
41	HeavenSense
42	HOLLEuu
43	Upinus Store
44	Gicaro
45	TAO+
46	L&Y
47	OKOKMALL US
48	Daily-buy
49	SPEED SALE
50	pakdeevong shop
51	Bravo724
52	POENYA RW 5
53	MoguMogu Tokyo
54	SELITE
55	Reminder Me
56	Nestorlong
57	Xx276522215
58	Besttops
59	Timelesszeng
60	Alane_ling
61	Lome1210
62	Nanfang2016
63	Noryzhou
64	Esw_house
65	Yxw104187786
66	Homeju
67	iiiiiiiiiiiiiiiiiii
68	Elizabeth_yang
69	Sweet__home
70	Prodecoration
71	Rtic
72	Yashang07
73	Dishaeco
74	Yhsky
75	Ancheer
76	Prime_06
77	Gou09

78	Hc_network002
79	Tjtj2
80	Healthy_living
81	Zedanchina007
82	Sunny9683
83	3263717
84	*anilorak*
85	1106stores
86	2017junmei
87	326big
88	alexsandrandr-0
89	all-stuff-store
90	anh_thu
91	aticharkraiphonsa_0
92	bbec_ecommerce
93	beautifulgirlshop2010
94	beautifullighting
95	climbthefall
96	cnstore88
97	cwinpaper01
98	eastauspicious
99	epicesolutions
100	ewsdc5920
101	falache_0
102	farique_69
103	hammo123ye
104	happypick2010
105	hdqa6688
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112	julapanya-0
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117	nurraihamohdazm-0
118	ohletsbuy
119	palatch
120	panzastore
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123	racedigital
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125	sellermj
126	starlifelighting
127	symkly
128	tech-guy23
129	vintage1893
130	vitonis-global
131	wefiend
132	yuxiaoming8911
133	zhangjing1995462
134	zhao32120706yantao
135	zhuyr5688
136	zippshop
137	zuneidkarimo
138	xt999
139	Baby Baby
140	Grace fashion store
141	Hi Super Seller
142	RTONG STORE
143	sunflowerstore
144	allgoodforver
145	YLPGOSHOP
146	lytdzm
147	PINKA
148	GZZXTD
149	Alabama wang
150	Washington wang
151	viviann
152	Tinkling
153	Cue Supplies
154	luckycharm668
155	daily necessities-dong

156	baobao1
157	rube
158	FOREST JACK
159	October1010
160	liuyunping1989
161	Amilly
162	PLS_follow_me
163	Novembnice
164	zhao2xia
165	loveliweijing
166	Onlyyoufun
167	Wan fei Technology Co.Ltd
168	Follow_me
169	2538319843@qq.com
170	FantasticSky
171	royallove336
172	WZYJKC
173	Vivian_Store
174	xufenfenhe
175	haowangjiaoshiyongguan
176	27Kilos
177	redcloud
178	DRGUE
179	alicy
180	Love Fashion Living
181	xiaojiuping
182	shinypo
183	owlzaw
184	WeWillRise
185	Dejaaa
186	lucky boyss
187	woaiqiqi
188	sihong
189	motai
190	Ulittlebanana
191	Bigpang
192	Euphoriaa
193	zhongpingdian
194	kangaro0909

195	August0810
196	JIUYUEHUNLING
197	XingYiFa_Ltd
198	lgll
199	guoyanhong
200	XXCXZ
201	Ataraxiia
202	arnoldschnitzel33
203	dailylife1
204	comewel
205	sw_Ltd
206	fanjunxi
207	Candytree
208	weuiwiow
209	magicanimal
210	NVMBEREST
211	wodexiedian
212	oyqian11365
213	kongyanhong
214	haoweishangpu
215	wuwei0
216	December1222
217	fujiejia
218	worldto
219	Rokerz
220	Broadmillion
221	lixiaerstore
222	panda88900
223	Loveyourselfandlovelife
224	rouyan
225	thestoriesmy
226	uuafter
227	comeacross1
228	liandianyong
229	Wukoo
230	Productswen
231	WeGotIt6
232	ZZYANGYANG
233	Pink1Current

234	looking at the starts
235	gonglingl
236	Play computer games
237	jiuerhuangdi
238	clothingstore01
239	kaixiaohongli
240	dingjiejie
241	Live4nowfor
242	Swallowfly1
243	ganbietudou
244	gotyourloveo
245	zhengmiaogenhoho
246	Taijibai
247	xiaofa'nest
248	wangweicheng
249	sunnydailytoo
250	youconquer9
251	sheyan2018
252	xiaojieaichongdian
253	wdocnsl
254	yirenxiaodian
255	ClassFlower2018
256	24shophoursbuy
257	kingdoll666
258	tellmeyouneed
259	Quse man
260	Welcome to shop again
261	Refind woman
262	Lusfsion yu
263	POEMOFBEAUTY
264	Hyan stationer's shop
265	Lixqiao
266	xucaili33
267	wuyanying
268	Moontwo
269	meiniumeipu
270	anqidianzi
271	seekyongkid
272	Mjiaduorouyuan

273	huehwk
274	Xing Ran Trading
275	CINDEAL
276	arlene11
277	Lucky Paradise
278	chenqianjun321
279	TORYEA
280	zhongzhongfang4655
281	guoyanli3415
282	gongli556
283	LaiNewDreamShop
284	gaomeijiao2156
285	fujian4453
286	TOAEON
287	SUAYEA11
288	YUAEON
289	FantasticSTORE2019
290	HiHappymood
291	limeng44223
292	mohaiyu3182
293	XIANGZHUBALA
294	Bingguodian
295	Keeper12
296	myalice69
297	TTinthehouse
298	Youngforever23
299	flippedDD66
300	runrunrun1
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303	realitymeihao6
304	dearyou818
305	believeandhope
306	walkswalks
307	bazinga66
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309	seahai975
310	Sunyukuan
311	lananguage

312	translatedal
313	yug
314	Westernatiol
315	SHHer
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318	wangshiyou66
319	millinon825
320	huangfeng96
321	neicead730
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324	YINGZI8765
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330	eesule666
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332	Miomall
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334	mamunie
335	Topochastore
336	Sirah
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338	Inedisa
339	MAGICSURVE
340	dingwenzhuo big
341	originally-CHENMEI
342	hkaf6qd
343	200you-shilm hui
344	wulitou.guangzhou-wei
345	uinfafaf5
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349	fengye_YM
350	Arturo Rodriguez

351	niudexiu3
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