

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

BRABUS GmbH,

Plaintiff,

v.

langu-14, et al.

Defendants.

Case No. 20-cv-3720

Judge Charles R. Norgle

**SEALED TEMPORARY RESTRAINING ORDER**

THIS CAUSE being before the Court on Plaintiff's *Ex Parte* Motion for Entry of a Temporary Restraining Order, Including a Temporary Injunction, a Temporary Transfer of the Defendant Domain Names, a Temporary Asset Restraint, Expedited Discovery, and Service of Process by Email and/or Electronic Publication (the "Ex Parte Motion") against the defendants identified on Schedule A to the Complaint and attached hereto (collectively, the "Defendants") and using at least the domain names identified in Schedule A (the "Defendant Domain Names") and the online marketplace accounts identified in Schedule A (the "Online Marketplace Accounts"), and this Court having heard the evidence before it hereby GRANTS Plaintiff's *Ex Parte* Motion in its entirety.

This Court further 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, offering to sell and ship products into this Judicial District. 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 counterfeit versions of U.S. Trademark Registration Nos. 2,628,813 and 2,610,469 (referenced below).

<https://www.brabus.com/en>

The image is a screenshot of a website page for Brabus cars. At the top left is the Brabus logo, and at the top right is the text "CARS4SALE". Below this, there are four car listings arranged in a 2x2 grid. Each listing includes a side-view image of the car, the model name, and the base model it is based on. The top-left listing is for the BRABUS B25 S, based on a Mercedes-Benz A 250. The top-right listing is for the BRABUS 450, based on a Mercedes-AMG C 43 4MATIC. The bottom-left listing is for the BRABUS 800, based on a Mercedes-AMG E 63 S 4MATIC+. The bottom-right listing is also for the BRABUS 800, based on a Mercedes-AMG E 63 S 4MATIC+, and includes a small American flag icon to its right. A large, semi-transparent watermark reading "SellerDefense" is overlaid diagonally across the center of the screenshot.

Model	Base Model
BRABUS B25 S	Mercedes-Benz A 250
BRABUS 450	Mercedes-AMG C 43 4MATIC
BRABUS 800	Mercedes-AMG E 63 S 4MATIC+
BRABUS 800	Mercedes-AMG E 63 S 4MATIC+

This Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Plaintiff has presented specific facts in the Declaration of Stefan Gerhard Hosters and the Declaration of Michael A. Hierl and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Specifically, in the absence of an *Ex Parte* Order, Defendants could and likely would modify registration data and content, change hosts, redirect traffic to other websites in their control, and move any assets from

accounts in U.S.-based financial institutions, including eBay, PayPal, Amazon and DHgate accounts, to offshore accounts. As other courts have recognized, proceedings against those who deliberately traffic in counterfeit merchandise are often useless if notice is given to the adverse party. 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 Plaintiff's BRABUS 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 products that are not a genuine BRABUS products or not authorized by Plaintiff to be sold in connection with Plaintiff's BRABUS Trademarks;
- b. passing off, inducing, or enabling others to sell or pass off any products as a genuine BRABUS products or any other products 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 BRABUS Trademarks;
- 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 BRABUS Trademarks 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 any of Plaintiff's BRABUS 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 Defendants could continue to sell Counterfeit BRABUS 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 BRABUS Trademarks and any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine BRABUS products or not authorized by Plaintiff to be sold in connection with Plaintiff's BRABUS Trademarks.

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 eBay, PayPal, Amazon and DHgate 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., Afilias 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, eBay, PayPal, Amazon and DHgate. and any related entities, 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 BRABUS Trademarks, including any accounts associated with the Defendants listed on 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 BRABUS Trademarks; and
- c. take all steps necessary to prevent links to the Defendant Domain Names identified on 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 eBay, PayPal, Amazon, DHgate, 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, PayPal, eBay, Amazon, DHgate, 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 and its related companies and affiliates shall, within two (2) business days of receipt of this Order, identify and restrain all funds and ongoing account activity, in or which



hereafter are transmitted into the eBay accounts related to Defendants as identified on Schedule A hereto, as well as all funds in or which are transmitted into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other eBay accounts subject to this Order; and (iii) any other eBay accounts tied to or used by any of the Seller IDs identified on Schedule A hereto; eBay shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by eBay for any purpose (other than pursuant to a chargeback made pursuant to eBay's security interest in the funds) without the express authorization of this Court;

9. PayPal and its related companies and affiliates shall, within two (2) business days of receipt of this Order, identify and restrain all funds and ongoing account activity, in or which hereafter are transmitted into the PayPal accounts related to Defendants as identified on Schedule A hereto, as well as all funds in or which are transmitted into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other PayPal accounts subject to this Order; and (iii) any other PayPal accounts tied to or used by any of the Seller IDs identified on Schedule A hereto; PayPal shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s)



which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by PayPal for any purpose (other than pursuant to a chargeback made pursuant to PayPal's security interest in the funds) without the express authorization of this Court;

10. Amazon and its related companies and affiliates shall, within two (2) business days of receipt of this Order, identify and restrain all funds and ongoing account activity, in or which hereafter are transmitted into the Amazon accounts related to Defendants as identified on Schedule A hereto, as well as all funds in or which are transmitted into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other Amazon accounts subject to this Order; and (iii) any other Amazon accounts tied to or used by any of the Seller IDs identified on Schedule A hereto; Amazon shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by Amazon for any purpose (other than pursuant to a chargeback made pursuant to Amazon's security interest in the funds) without the express authorization of this Court;

11. DHgate and its related companies and affiliates shall, within two (2) business days of receipt of this Order, identify and restrain all funds and ongoing account activity, in or

which hereafter are transmitted into the DHgate accounts related to Defendants as identified on Schedule A hereto, as well as all funds in or which are transmitted into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other DHgate accounts subject to this Order; and (iii) any other DHgate accounts tied to or used by any of the Seller IDs identified on Schedule A hereto; DHgate shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by DHgate for any purpose (other than pursuant to a chargeback made pursuant to DHgate's security interest in the funds) without the express authorization of this Court;

12. 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 to the Complaint; 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.

13. 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 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 to the Complaint 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 "langu-14" and all other Defendants identified in the Complaint 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.

14. Plaintiff's Complaint, Schedule A to the Complaint, and this Order shall remain sealed until Defendants' financial accounts are restrained. Plaintiff shall file unsealed versions of the Complaint, Schedule A to the Complaint, and this Order using the CM/ECF system prior to the expiration of this Order. Plaintiff shall deposit with the Court Ten Thousand Dollars (\$10,000.00), either cash, cashier's check or surety bond, as security, which amount was determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

15. 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.

This Temporary Restraining Order without notice is entered on 7/24, 2020 at 11:30 A.M., and shall remain in effect for fourteen (14) days.

7/24/20

Charles R. Rife  
U.S. District Court Judge



## SCHEDULE A

<b>No.</b>	<b>Defendants</b>
1	langu-14
2	leijinhuan2018
3	chenguan2018
4	shenkenuo
5	emotors2000
6	summertree0401
7	moto-vip
8	tsuh4847
9	Changzhou Jubeika Vehicle Parts Co., Ltd.
10	Guangzhou Dcr Tuning Trade Co., Ltd.
11	Guangzhou Jskracing Auto Accessories Firm
12	Ruian Changsheng Electric Appliance Co., Ltd.
13	Shenyang Powertec Autoparts Co., Ltd.
14	Ventel
15	3amotor
16	3amotor_us
17	acparts_12
18	aeronine
19	amisatse
20	annili_17
21	ant-autoparts
22	apoutlet2013
23	auto.dcr
24	auto_transformer
25	autoartm
26	beyond_shoppe
27	bmwchop168
28	carbon.king
29	carbonbne-au
30	carlab-design-tuning
31	car-shop2015
32	carstyle2014
33	chen_456132
34	chen_8476
35	cqicqi
36	c-tuning
37	d2_sport
38	damondcar2019

39	daweige888
40	dfqp9935
41	dy-autopart
42	ebmotorcom
43	eluxurybaycom
44	euro_haus
45	faithfulrainbow_bodykits
46	finleyukstore
47	george_exhaust_parts
48	gm-aerostor
49	gtr.sport.kit
50	hello_bruce
51	jkx2018
52	jkxautoparts888
53	jpmcarbon_1
54	jsb22
55	kadean20167
56	kasakapart
57	kiwi_car_parts
58	lidengrong2018
59	lightningmotors
60	linajian0
61	longfarautoparts
62	longfarracingparts
63	maicartuningworld
64	mansu_2013
65	masino19
66	meixianzone-us
67	minishop1224
68	minishow
69	miracleautodesign
70	mitdto2010
71	motorevent0915
72	olotdi-us
73	one.dcr
74	optimal_motorparts
75	otdcar01
76	otdcar02
77	painted_king2011
78	performance2014
79	powerca_60

80	promotor2014
81	shuiyunjian*2
82	super.seller2008
83	swordsman18
84	takumi2015
85	tmwmotors
86	top.tuning
87	top-automan
88	tshcarbon
89	tuning_team
90	usa_protech
91	vichappy222
92	vivi-carplus5599
93	vlhe856
94	wenjun-honda-parts
95	wks20162_0
96	wonderland0101
97	xingkeying2017
98	yachant2011
99	yorkautoaccessoryinc
100	zhenhaoyun*1
101	gustia-4
102	mard61
103	extend38
104	ingridea
105	mlbjersey1
106	qishopping
107	candice98
108	sideceam
109	tt2015
110	kunshopping
111	youding222
112	jinmei03
113	tao01
114	Motohy
115	Seven7moto
116	bangbang
117	abmartam0
118	arisugen_0
119	ayunifitr-0
120	begawan99



121	diapurb8
122	elo_id2
123	feklhusma-0
124	hanifarahm-0
125	i-thaka
126	khakimin
127	mfadhlint85
128	srijati
129	FeiZhiLin
130	PatrickOgden
131	TongTong66
132	YOUGOU88
133	YOU-MING
134	Zmli
135	amosty
136	Armani08
137	beenlo
138	bestliner
139	congcl23456
140	hongxigua
141	hu860818
142	Huany998
143	jiestee
144	landong05
145	luxuryoutfit
146	milan_shop
147	miniputao
148	Nqingfeng
149	pleated
150	quickdrying
151	racingcar
152	shipsoon
153	stepheen
154	toto8
155	xsy19tshirt
156	amulet-of-thai
157	fran-2store
158	fuhuaHuabuy06
159	smartstore_china
160	misshaoyunperfect
161	xingxingstore-6

162	designpartsstore86
163	Kdtpv
164	loangxiang2019
165	C-JOY
166	Nuo En Si

卖家 SellerDefense