

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

GLOBAL MERCHANDISING SERVICES LTD.,

Plaintiff,

Civil Action No.: 1:20-cv-03726

v.

Judge Sharon Johnson Coleman

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

Magistrate Judge Jeffrey Cummings

Defendants.

**PRELIMINARY INJUNCTION ORDER**

THIS CAUSE being before the Court on Plaintiff, GLOBAL MERCHANDISING SERVICES LTD.’s (“GLOBAL” 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. 12 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 MOTÖRHEAD trademarks, U.S. Trademark Registration Nos. 3,041,455; 3,041,456; 3,492,601; 4,554,060 and 4,802,001 ("The MOTÖRHEAD trademarks").

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

Specifically, GLOBAL has proved a *prima facie* case of trademark infringement because (1) the MOTÖRHEAD trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use the MOTÖRHEAD trademarks, and (3) Defendants' use of the MOTÖRHEAD trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with GLOBAL. Furthermore, Defendants' continued and unauthorized use of the MOTÖRHEAD trademarks irreparably harms MOTÖRHEAD through diminished goodwill and brand confidence, damage to MOTÖRHEAD's reputation, loss of exclusivity, and loss of future sales.

Monetary damages fail to address such damage and, therefore, GLOBAL 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 the MOTÖRHEAD 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 product that is not a genuine MOTÖRHEAD product or not authorized by GLOBAL to be sold in connection with the MOTÖRHEAD trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MOTÖRHEAD product or any other product produced by GLOBAL, that is not GLOBAL's or not produced under the authorization, control or supervision of GLOBAL and approved by GLOBAL for sale under the MOTÖRHEAD trademarks;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of GLOBAL, or are sponsored by, approved by, or otherwise connected with MOTÖRHEAD;
  - d. further infringing the MOTÖRHEAD trademarks and damaging GLOBAL's goodwill;
  - e. otherwise competing unfairly with GLOBAL 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 GLOBAL, nor authorized by GLOBAL to be sold or offered for sale, and which bear any of the MOTÖRHEAD 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, 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 MOTÖRHEAD products; and
  - h. operating and/or hosting at the Online Marketplace Accounts and any other online marketplace accounts registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the MOTÖRHEAD trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine MOTÖRHEAD product or not authorized by GLOBAL to be sold in connection with the MOTÖRHEAD trademarks.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to Amazon, (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, 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

MOTÖRHEAD trademarks, 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 MOTÖRHEAD trademarks; 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.
3. 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 Marketplaces, 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 PayPal, Alipay, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within three (3) business days after receipt of such notice, provide to GLOBAL 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, without limitation, Amazon, PayPal, Alipay, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. 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.
5. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), Context Logic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), Alipay US, Inc. and its entities (“Alipay”) 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 and DHGate accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Thomas Schlegel; 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.
6. 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 three (3) 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 2 to the Declaration of Thomas Schlegel; 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.
7. GLOBAL 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 2 to the

Declaration of Thomas Schlegel 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 “HZCZMSZX 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.

8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to GLOBAL or on shorter notice as set by this Court.
9. The \$10,000 bond posted by GLOBAL shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: August 17, 2020



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Sharon Johnson Coleman  
U.S. District Court Judge

**SCHEDULE A**

<b>No.</b>	<b>Defendants</b>
1	HZCZMSZX
2	xiaorana
3	whqlytlyx
4	zdy476803
5	zhangzunjinxi888
6	COOL KEKOU
7	ZZZ1111548
8	hssddzsWP
9	Love without love
10	Shop5603246 Store
11	Shop5731133 Store
12	Shop5778645 Store
13	Shop5783175 Store
14	zhang li Store
15	Shop5145067 Store
16	Shop5735024 Store
17	Shop5481047 Store
18	Shop5795457 Store
19	alitopan
20	Guangzhou City Yue Lu En Trading Co., Ltd.
21	Hangzhou Tnghui Import & Export Co., Ltd.
22	lixibo
23	widpradman
24	ajkus_0
25	ariafand_46
26	badassmusic
27	batr3864
28	budsudarson-0
29	dessratnasar-0
30	fualb-61
31	garaga
32	jaimsetia
33	luluk567
34	moottshirt.th
35	nguyhuyen_0
36	radidick0
37	rizaefend_1
38	rizafen

39	stevesn_75
40	duancaipianji
41	dugaoxianpai
42	fhueyuhwn
43	Manche progran Sakeler
44	suenXIAO-54
45	SuperbFashion
46	wuqiuzengqian
47	zhangaiqin908073
48	AENZIEGZW
49	Annmm
50	Art Bath Safety Rugs Set
51	beijingyuntuyuanjingkejiyouxiangongsi
52	Black Yeah
53	Cool Excellence
54	DDoser
55	dsahae
56	DYAPHWJQ7V
57	fgbdjsfbs
58	GOCABBC SHAP
59	H478ED7KUT
60	HaveFunn
61	hiLiCan
62	honghushizhangguangpingjianzhulaowuyouxiangongsi
63	jing liyin
64	KIKIDOOO
65	KYLNGIZTE
66	LONPENE
67	Luoyuers
68	PANGPANGZI
69	PJJ Y KING
70	PrRKXydhk
71	RIDAMMON
72	sgtahsdyw
73	Sincere love
74	TAOTAOLELE
75	Towntrek606Q1
76	tygjbv6utrgfjg
77	UCWEHCWG
78	uiti9oetghdg
79	USBOSSCO

80	VJMMPB7KMJ
81	WAXJ
82	Wooshipde
83	XIANBOBO
84	XIYANGYANGYY
85	XXPZUISHA
86	XZIXIAORUI
87	zdtjntt
88	zhaoxianbaichuangdianzishangwuyouxiangongsi
89	ZHUZHUXIAP
90	Zlizhi
91	123gogo Store
92	3DFashion Store
93	Amy World Dropshipping Store
94	CZ DROPSHIPPING 1314 Store Store
95	Funny Tees Store
96	gengmu Store
97	GGM03 Store
98	Kornit Print 2 Store
99	Kornit Print Store
100	NiFineo Store
101	SES6 Store
102	Shop5376114 Store
103	Shop5378012 Store
104	Shop5482150 Store
105	Shop5581199 Store
106	Shop5587062 Store
107	Shop5604184 Store
108	Shop5625030 Store
109	Shop5648010 Store
110	TAT Store
111	t-shirt05 Store
112	welcome Cola Store
113	xilige1 Store
114	ZHANGXIAOXIAO Store
115	amesion29
116	besttshirts201808
117	Bincheng10
118	dhgategiff
119	Dzuprighte
120	Jingyan01

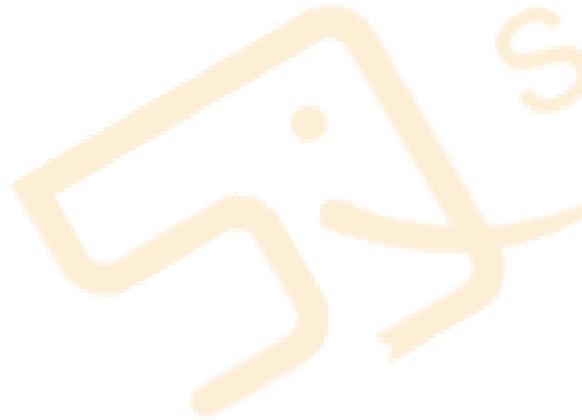
121	Luolong008
122	menglongqin
123	shangshenglingshig
124	Xsy17tshirt
125	cicikala
126	land_wind
127	Anything Store
128	BABY GROWUP Store
129	Confident Baby Store
130	Drop shipping Baby Store
131	yott Store
132	2017 Baby & Mother Store
133	DARling-Baby Store
134	Eleven 's House
135	WEIXINBUY - Store
136	WEIXINBUY Sugary Children Store
137	Dididada Store
138	Gregor Clegane Store
139	Shyvana Store
140	CharmingNursling Store
141	Shop2951219 Store
142	ZX888 Store
143	Goodlines
144	Melontwo
145	Baoding Pengying Caps & Garments Co., Ltd.
146	Shanghai Joomee Trading Company Limited
147	Yiwu Ximu Garments Co., Ltd.
148	beautifulchineseantique
149	bluesky_666
150	fashion_onlines
151	fashion_way
152	jewel-merry
153	jewelry-wholesaler
154	love_wholesale
155	lucky_jewelry
156	wongfruit
157	wonggg
158	erqiau
159	Hangzhou Jingxi Network Technology Co., Ltd.
160	OPPOAPPLE
161	rmxp57ct

162	TOSKIP
163	Uriayloer
164	^^ Your ^^
165	anita009 Store
166	Baby World's Store
167	Belbello Hatcap Store
168	Better-me Store
169	CCute Baby Store
170	Cixi Zhuozi Hats Manufactory
171	DINWUSD Store
172	DropshipFashion Store
173	EPOCHES GO Store
174	Fiora Store
175	FJHERLMOS Global Store
176	Foshan Strong Cap Co., Limited
177	Guang Zhou Trend Store
178	GZYUCHAO Store
179	Healthier Grow up Store
180	HegemonyMall Store
181	High GO Store
182	kinten Store
183	LEOSOXS MAODAGUANJIA Store
184	LiSiYa Store
185	lolitagirl Store
186	LZJ Hats Store
187	Mothant Store
188	OctFall Store
189	PingPeng Store
190	RoyalWe Store
191	Royi Store
192	SHbaby Store
193	Shop1267909 Store
194	Shop1708125 Store
195	Shop4047081 Store
196	Shop4293022 Store
197	Shop5330013 Store
198	Shop5367154 Store
199	Shop5633324 Store
200	Shop5690006 Store
201	Shop5716049 Store
202	SLECKTON Store

203	TOOHOO Store
204	Yoshine Store
205	YouGeMan Your Harajuku Store
206	YUCHAO Store
207	amoywatches
208	Betterwin
209	brand_store88
210	fashion-angel
211	hyf1989
212	Li_shirley88
213	Lizardd
214	Peace_love
215	Qwer1991
216	Redjune
217	Sd005
218	Sinlinmall
219	surperme
220	topseller818
221	ykwky88
222	Zanecs
223	dreamhigh2018
224	nianguoying-85
225	winit007
226	A small Store
227	Shop5631293 Store
228	cavani555
229	ladypasa
230	masksupermen
231	Children Happiness World Store
232	Children Helthy toy Store
233	Children's Dreamtoy Store
234	bunyacharu-0
235	ekawongw-0
236	iamskit0
237	kaeophir-0
238	laisupra0
239	phichan32
240	sinlanach-0
241	sonphon25
242	soryoun65
243	lvipmegastore777

244	biteme11
245	elhan_9
246	happy_premium4289
247	ChenCan Trading Store
248	Lili Button Store
249	Shop1629733 Store
250	Shop4423122 Accessories Store
251	XULANG Department store
252	graceful_lady1
253	TravelThings
254	binnazhenzhi
255	DAHLA1990
256	guangzhoumianlongwangluokejiyouxian gongsi
257	LDDV7YTDFP
258	SD1X11Z
259	WANGCOME-GO
260	341024199705139215
261	angziguoji
262	AOOU HANOU
263	hblkoaskce
264	jin huicxzdfcsdf
265	muxiucheng218
266	tan xiaoxiacses
267	WENDYIS
268	weiweixiangxiang
269	adsfsfsfwsfwb
270	Bruce Patterson
271	heqingsong1129
272	YL-Culture
273	LanChenYi Store
274	SEVENTIN Official Store
275	TINMASTER Store
276	Bodanfu
277	JADE MIAH
278	linyimenghuishangmaoyouxiangongsi
279	Yuanshengchang Information Technology Co., Ltd.
280	Anna Bags Store
281	COOLOST Factory Store
282	HEARMNY July Store
283	dikmali0
284	62353698

285	sugar-sweetly
286	THOBARNHILLMASs
287	TwilightHealing
288	Weestone
289	zhangddona
290	PANGAOGAO
291	Charlies Store
292	Shop5625132 Store
293	Shop5656024 Store
294	shopdesignphonecase Store
295	yuzhang20050
296	Amknu
297	Final Friday
298	guangshuishihongshunguangdiankejiyouxiangongsi
299	ds107927_9
300	haflara-0
301	susus99
302	fcgnh
303	klvghhjwrg
304	yuanfangshangmao1
305	Customizable Doormats
306	Kntiline
307	YANGONEE
308	renguofei
309	Lirtyewer
310	reprowiwi
311	timelike123
312	Miss Fantasy's store
313	Red Star shop
314	hinamrecords
315	Huangwei
316	jsxdrfgwtry4
317	Kingdom struggle Store
318	siam-miracle-products
319	siunhan007
320	Tin Special
321	LOVELY999
322	create_factoryusa
323	ZzUSoo
324	wuhangangdudianzishangwuyouxiangongsi

 SellerDefense