

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

BARBARA LYNN POFFO,

Plaintiff,

Civil Action No.: 1:20-cv-03736

v.

Judge Gary Feinerman

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE "A",

Magistrate Judge M. David Weisman

Defendants.

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, BARBARA LYNN POFFO's ("POFFO" 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 RANDY SAVAGE trademarks, U.S. Trademark Registration Nos. 3,967,950; 4,898,099; and 4,904,564 (“The RANDY SAVAGE 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 POFFO’s previously granted Motion for a Temporary Restraining Order establishes that POFFO has a likelihood of success on the merits; that no remedy at law exists; and that POFFO will suffer irreparable harm if the injunction is not granted.

Specifically, POFFO has proved a *prima facie* case of trademark infringement because (1) the RANDY SAVAGE trademarks are a distinctive mark and is registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use the RANDY SAVAGE trademarks, and (3) Defendants’ use of the RANDY SAVAGE trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with POFFO. Furthermore, Defendants’ continued and unauthorized use of the RANDY SAVAGE trademarks irreparably harms RANDY SAVAGE through diminished goodwill and brand confidence, damage to RANDY SAVAGE’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, POFFO 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 RANDY SAVAGE 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 RANDY SAVAGE product or not authorized by POFFO to be sold in connection with the RANDY SAVAGE trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine RANDY SAVAGE product or any other product produced by POFFO, that is not POFFO's or not produced under the authorization, control or supervision of POFFO and approved by POFFO for sale under the RANDY SAVAGE trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of POFFO, or are sponsored by, approved by, or otherwise connected with RANDY SAVAGE;
 - d. further infringing the RANDY SAVAGE trademarks and damaging POFFO's goodwill;
 - e. otherwise competing unfairly with POFFO 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 POFFO, nor authorized by POFFO to be

sold or offered for sale, and which bear any of the RANDY SAVAGE 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 RANDY SAVAGE 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 RANDY SAVAGE trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine RANDY SAVAGE product or not authorized by POFFO to be sold in connection with the RANDY SAVAGE trademarks.

- 2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to WISH and Alipay (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 RANDY SAVAGE 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 RANDY SAVAGE 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 five (5) business days after receipt of such notice, provide to POFFO 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, 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"), Alipay US, Inc. and its entities ("Alipay") and Huguang 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, 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 Barbara Lynn Poffo; 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 Barbara Lynn Poffo; 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. POFFO 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 Barbara Lynn Poffo 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 "5 star shop Store 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 POFFO or on shorter notice as set by this Court.
9. The \$10,000 bond posted by POFFO shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: 7/28/2020



U.S. District Court Judge

SCHEDULE A

| No. | DEFENDANTS |
|------------|----------------------|
| 1 | 5 star shop Store |
| 2 | CIGNAWIND NO.5 Store |
| 3 | YoYoTee Store |
| 4 | FUNTEE Store |
| 5 | Shop4183031 Store |
| 6 | MagicMirror Store |
| 7 | mumu 00 Store |
| 8 | 888Tees Store |
| 9 | xiyou 9 Store |
| 10 | qiaodan Store |
| 11 | Jenna Store |
| 12 | da zhi Store |
| 13 | fei long Store |
| 14 | ha deng Store |
| 15 | Shop5146048 Store |
| 16 | la feng8 Store |
| 17 | Shop5239136 Store |
| 18 | jiu mu Store |
| 19 | kupao Store |
| 20 | Shop5365309 Store |
| 21 | Shop5369076 Store |
| 22 | t-shirt23 Store |
| 23 | Shop5558072 Store |
| 24 | t-shirt15 Store |
| 25 | t-shirt17 Store |
| 26 | t-shirt21 Store |
| 27 | Shop5584386 Store |
| 28 | GHH08 Store |
| 29 | SDD03 Store |
| 30 | TNT03 Store |
| 31 | AB05 Store |
| 32 | AK22 Store |
| 33 | SDD07 Store |
| 34 | GHH07 Store |
| 35 | SDD06 Store |
| 36 | GHH06 Store |

| | |
|----|-------------------|
| 37 | GHH11 Store |
| 38 | Shop5605467 Store |
| 39 | Shop5623274 Store |
| 40 | Shop5626248 Store |
| 41 | Shop5629213 Store |
| 42 | Shop5635233 Store |
| 43 | Bron Store |
| 44 | Shop5719108 Store |
| 45 | Shop5742327 Store |
| 46 | Shop5743274 Store |
| 47 | Shop5780555 Store |
| 48 | Shop5780575 Store |
| 49 | Shop5782428 Store |
| 50 | Shop5782462 Store |
| 51 | Shop5783175 Store |
| 52 | Shop5783176 Store |
| 53 | Shop5784305 Store |
| 54 | Shop5785569 Store |
| 55 | Shop5786416 Store |
| 56 | Shop5786449 Store |
| 57 | Shop5787018 Store |
| 58 | Shop5787050 Store |
| 59 | Shop5791080 Store |
| 60 | Shop5792177 Store |
| 61 | Shop5792543 Store |
| 62 | Shop5797127 Store |
| 63 | Shop5799385 Store |
| 64 | Lizhang01 |
| 65 | Store2002 |
| 66 | happy668899store |
| 67 | Beidhgate07 |
| 68 | Leixiaoqian |
| 69 | Fanyumaoyi02 |
| 70 | Perfect689market |
| 71 | Langtonstore |
| 72 | Usa01 |
| 73 | Buyfullteam |
| 74 | mjstyle |
| 75 | Vgoshopping |

| | |
|-----|--|
| 76 | my9131 |
| 77 | 17feifan888 |
| 78 | 3d2019 |
| 79 | flair-merchandise |
| 80 | gilanpalo-0 |
| 81 | innocence688 |
| 82 | loveningbaby18 |
| 83 | newlife888_0 |
| 84 | offertees |
| 85 | petedown123 |
| 86 | shineworks606 |
| 87 | Yiwu New Time E-Commercial Business Firm |
| 88 | GuiLin MingDu shop |
| 89 | bing fashion store |
| 90 | zhipeng friday |
| 91 | luqianlai fashion |
| 92 | yechun fashion |
| 93 | pricornikesplaza |
| 94 | zhanghongfen fashion |
| 95 | qiangwei fashion |
| 96 | weideyua Friday |
| 97 | guohu fashion |
| 98 | luyi fashion |
| 99 | lanxiu fashion |
| 100 | linjishui fashion |
| 101 | luzhahui fashion |
| 102 | shenhuowang fashion |
| 103 | xjrbfd shopping |
| 104 | rtuhgm Friday |
| 105 | zhuoya fashion |
| 106 | daiyizhen fashion |
| 107 | anli fashion |
| 108 | liangxing fashion |
| 109 | liaohuizhen fashion |
| 110 | liulihua fashion |
| 111 | Shenzhen F & B Technology Co., Ltd. |
| 112 | Crayons' International Trade |
| 113 | Tianjin Weize Science and Technology Development Co., Ltd. |
| 114 | manbu.ltd.co |

| | |
|-----|---|
| 115 | tianjinlianhongkejiyouxiangongsi |
| 116 | shenzhenshiyixinghetouzifazhanyouxiangongsi |
| 117 | tonybin |
| 118 | 2016superstore |
| 119 | Fashion shop 2016 |
| 120 | 2016*happystore |
| 121 | Daily trade |
| 122 | Fashionyou1999 |
| 123 | erhuodd |
| 124 | Callooh Callay |
| 125 | xingyu2387431659 |
| 126 | 2011 fashion clothes |
| 127 | Sportlover Apparel Store |
| 128 | aidebangmingche |
| 129 | Yangxingchang2017 |
| 130 | wuyongqing |
| 131 | qdsichuandazhou |
| 132 | kaiming |
| 133 | Wgz |
| 134 | fengdongyue |
| 135 | wenwennvxie |
| 136 | FiveA |
| 137 | 2019fashionstore |
| 138 | JIZHENJI |
| 139 | lilei1985 |
| 140 | yaoshi |
| 141 | liuqinrong688 |
| 142 | daisanmei8889 |
| 143 | haugnguiwu89606 |
| 144 | zhulimin111888 |
| 145 | linweiguo189068 |
| 146 | guermei888 |
| 147 | vvzx |
| 148 | Lijungoodsstore |
| 149 | chenjuan90506 |
| 150 | huangxuerong654 |
| 151 | sanmekegerin |
| 152 | mingfengyijia |
| 153 | juanshuiliu |

| | |
|-----|-------------------------------|
| 154 | LiChunLian |
| 155 | dengdengdadad |
| 156 | zhuzouxinchenshop |
| 157 | Classical Black And White |
| 158 | wanxiuwen |
| 159 | tungeir peach Mama's apron |
| 160 | 1guomeifeng |
| 161 | Longxiang water pressure pump |
| 162 | eqwoxnx |
| 163 | yangxufa134 |
| 164 | shangchengshengqian |
| 165 | hu2018anzhong |
| 166 | panwenjie0123 |
| 167 | Every day is a beauty |
| 168 | shenshiyan |
| 169 | matianjiao456 |
| 170 | zhi mei yuan |
| 171 | huangjianwei0909 |
| 172 | wdx543 |
| 173 | HAPPYLOVE881 |
| 174 | YouYuan Store |
| 175 | Dabaodan1 |
| 176 | fggdsggdf45g |
| 177 | dfsgh65nb9 |
| 178 | gd4dfg7df8 |
| 179 | SuperbFashion |
| 180 | rytdfgbx |
| 181 | 2020huangjingwen |
| 182 | WORLD FASHION 2021 |
| 183 | yushuang1212 |
| 184 | huangzhanxunlu |
| 185 | li niu550718 |
| 186 | 254sjka4 |
| 187 | xiaorana |
| 188 | pupinglai2054 |
| 189 | Qionghua |
| 190 | Caixiao~111 |
| 191 | fangyujia |
| 192 | dfgxfjytdjtdudjt |

| | |
|-----|------------------|
| 193 | wangzimeng623301 |
| 194 | clerdin |
| 195 | denghugr |
| 196 | M BVC PWZ |
| 197 | RitaBanfielde |
| 198 | hufangchun666888 |
| 199 | shanjiangting123 |
| 200 | laiyonglin888 |

卖家 SellerDefense