

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

SEKIGUCHI CO., LTD.,

Plaintiff,

v.

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

Defendants.

Case No.: 1:20-cv-05047

Judge Manish S. Shah

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, SEKIGUCHI CO., LTD.'s ("SEKIGUCHI" 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 Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products using infringing and counterfeit versions of the MONCHHICHI Trademarks, which are covered by U.S. Trademark Registration Nos. 5,238,565; 4,634,637; 3,087,366 and 3,055,482 and Plaintiff's BEBICHHICHI trademark, which is covered by United States Trademark Registration No. 3,211,633 (collectively "MONCHHICHI" or "MONCHHICHI Trademarks"), as well as copyrighted MONCHHICHI Works, covered by U.S. Copyright Registration Nos. VA0000015391 and VA0000015392 ("the MONCHHICHI Works").

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

Specifically, SEKIGUCHI has proved a *prima facie* case of trademark infringement because (1) the MONCHHICHI 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 MONCHHICHI Trademarks and MONCHHICHI Works, and (3) Defendants’ use of the MONCHHICHI Trademarks and/or Works are causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with SEKIGUCHI. Furthermore, Defendants’ continued and unauthorized use of the MONCHHICHI Trademarks and the MONCHHICHI Works irreparably harms SEKIGUCHI through diminished goodwill and brand confidence, damage to SEKIGUCHI’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, SEKIGUCHI 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 SEKIGUCHI's MONCHHICHI Trademarks and MONCHHICHI Works 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 MONCHHICHI product or not authorized by SEKIGUCHI to be sold in connection with SEKIGUCHI's MONCHHICHI Trademarks and MONCHHICHI Works;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MONCHHICHI product or any other product produced by SEKIGUCHI, that is not SEKIGUCHI's or not produced under the authorization, control or supervision of SEKIGUCHI and approved by SEKIGUCHI for sale under SEKIGUCHI's MONCHHICHI Trademarks and MONCHHICHI Works;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of SEKIGUCHI, or are sponsored by, approved by, or otherwise connected with SEKIGUCHI;
- d. further infringing SEKIGUCHI's MONCHHICHI Trademarks, and MONCHHICHI Works, and damaging SEKIGUCHI 's goodwill;
- e. 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 SEKIGUCHI, nor authorized by SEKIGUCHI to be sold or offered for sale, and which bear any of

- SEKIGUCHI's MONCHHICHI Trademarks and MONCHHICHI Works, and/or or any reproductions, counterfeit copies or colorable imitations thereof;
- f. 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 MONCHHICHI Products; and
 - g. 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 SEKIGUCHI's MONCHHICHI Trademarks and MONCHHICHI Works, or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine MONCHHICHI product or not authorized by SEKIGUCHI to be sold in connection with SEKIGUCHI's MONCHHICHI Trademarks and MONCHHICHI Works.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, eBay, PayPal, WISH, Amazon, Alipay, DHGate and Joom (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 MONCHHICHI Trademarks and MONCHHICHI Works, 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 MONCHHICHI Trademarks and MONCHHICHI Works; 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, Alibaba, 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 SEKIGUCHI expedited discovery, including copies of documents and records in such person's or entity's possession or control sufficient to determine:
 - 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, eBay, Amazon, PayPal, WISH, Alipay, DHGate, Joom, 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”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), Alipay US, Inc. and its entities (“Alipay”), Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY (“DHGate”) and SIA JOOM (“Joom”), 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 eBay, PayPal, WISH, Amazon, Alipay, DHGate and Joom accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Satoshi Otani; 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 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 Satoshi Otani; 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. SEKIGUCHI 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 Satoshi Otani 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 “hepiby 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 SEKIGUCHI or on shorter notice as set by this Court.
9. The \$10,000 bond posted by SEKIGUCHI shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: October 1, 2020



Manish S. Shah, U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	hepiby
2	anli shop
3	Dazzling_store
4	luckyteam
5	OTTO Trading
6	BingLingGu Toy Store
7	Binling Gooding
8	BITWBI Store
9	Firelight Store
10	Honor Store
11	HSXZNKJ Official Store
12	Janna Store
13	LouZW*LL Store
14	RFID Tech Store
15	RJSKEY Store
16	Rodanliu Store
17	Safety Tech Store
18	Shenzhen Hengyi Gift Products Co., Ltd.
19	Shop5434276 Store
20	Skarner Store
21	SuperDelevin Store
22	SuperNautilus Store
23	Top1 Global Store
24	UEENBAG Store
25	Urgot Store
26	WUSTEG Store
27	zhizaibide LH Store
28	Chen0513
29	Nomber9
30	Saharalight
31	tina317
32	Toygiftmarket
33	wangyi8
34	weiwei6
35	Oneroom Store
36	wuxiyibo store
37	Shop3651027 Store

38	WUYU Store
39	E-FOUR ChinaMarsCarCare Store
40	Lovelifiediy Store
41	MallsMall Store
42	MY-LOVE Store
43	No.1FreeStyle Store
44	Pro Patch Store
45	REDIY LADIY Store
46	Shop5356001 Store
47	WUXIYIBOZHOU Store
48	Sunflowerxiangyang
49	Yiyu_hg
50	Hai07
51	Qiansuning8
52	Belong You Store
53	BruceG Store
54	M&Q Store
55	Round Yuan Store
56	Saintbo Gifts Store
57	ShenZhen Gotone Store
58	U&ME Store
59	kepiwell5
60	Hangzhou Yaoyang Technology Co., Ltd.
61	hanessermann
62	kawamono.hk
63	welcomed_store
64	Children Education Store
65	Shop5002109 Store
66	Shop5004517 Store
67	Shop5572077 Store
68	ZHUO JIU Store
69	AADream Store
70	OUR188 Store
71	Changsha Dahuan Electronic Technology Co., Ltd.
72	10W Dollar Store
73	Beautiful GRX Store
74	China Trend Store
75	Gyozelem Official Store
76	SANGOLD Store

77	Shop4811018 Store
78	UTD GROUP
79	UTDLucky Store
80	Funnytime Store
81	May's shop
82	colorful*case
83	hi-world
84	myoldufo
85	salehoo_hk
86	tolulu99
87	cooldot Store
88	Eva's bag store
89	FANDUO WORKSHOP Store
90	Here We Are Again Store
91	Hoter Store
92	Luggage & Bags Supplier Store
93	Mayday-Apparel & Accessories Store
94	Shop4504023 Store
95	Shop5375051 Store
96	Street Stars Store
97	first*factory Store
98	FurryMascot Store
99	first* Store
100	Guangzhou Jixuan Inflatables Co., Ltd.
101	MQ MASCOT Store
102	ariscostumes
103	overcoatjeans
104	Artistic Clock
105	OHO Official Store
106	WHEEXLOCKUSA
107	Handicraft painting shop Store
108	Shanghai Guixin Textile Co.,LTD
109	Yiwu Arts & Crafts Store
110	formosa101
111	Automobile&Motorcycle parts Store
112	shenzhen uwant Store
113	Ziggs Store
114	HAHA's MUM
115	MFC

116	Shenzhen Lihense Electronic Co., Limited
117	Symbols' Retail Store Store
118	kmoon2016
119	lwx02
120	Custom MousePad
121	Your Dreamy Store
122	Guangzhou Huashi Communication Technology Co., Ltd.
123	Guys toy
124	Lucky One Day
125	BBQ land
126	Child King
127	monica
128	Playman
129	SHOWSHOW
130	supershop
131	XFSHOP
132	Chen Car Care & Tools
133	Love Baby