

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

BRITTO CENTRAL, INC.,

Plaintiff,

v.

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

Defendants.

Case No.: 1:20-cv-05767

Judge Jorge L. Alonso

Magistrate Judge Jeffrey T. Gilbert

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, BRITTO CENTRAL, INC. (“BRITTO CENTRAL” 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. 11 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 BRITTO Trademarks, U.S. Trademark Registration Nos. 4,851,477; 4,302,879; 4,256,165; 4,225,623; 4,146,818; 4,047,741 and 3,824,466 and/or products infringing BRITTO Works, U.S. Copyright Registration Nos. VA-1-842-771; VA-1-801-465; VA-1-801-462; VA-1-801-201; VA- 1-800-825; VA-1-800-821; VA-1-800-820; VA-1-800-819; VA-1-800-803; VA-1-800-561; VA- 1-800-500; VA-1-800-497; VA-1-800-464; VA-1-800-320; VA-1-800-297; VA-1-790-046; VA- 1-790-043 and VA-1-776-066.

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

Specifically, BRITTO CENTRAL has proved a *prima facie* case of trademark infringement because (1) the BRITTO Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register and the BRITTO Works are registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use any of the BRITTO Trademarks and BRITTO Works, and (3) Defendants’ use of the BRITTO Trademarks and BRITTO Works is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with BRITTO CENTRAL. Furthermore, Defendants’ continued and unauthorized use of the BRITTO Trademarks and BRITTO Works irreparably harms BRITTO

CENTRAL through diminished goodwill and brand confidence, damage to BRITTO CENTRAL's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, BRITTO CENTRAL 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 BRITTO CENTRAL's BRITTO Trademarks and 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 BRITTO product or not authorized by BRITTO CENTRAL to be sold in connection with BRITTO CENTRAL's BRITTO Trademarks and BRITTO Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine BRITTO product or any other product produced by BRITTO CENTRAL, that is not BRITTO CENTRAL's or not produced under the authorization, control or supervision of BRITTO CENTRAL and approved by BRITTO CENTRAL for sale under BRITTO CENTRAL's BRITTO Trademarks and BRITTO Works;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of

BRITTO CENTRAL, or are sponsored by, approved by, or otherwise connected with BRITTO CENTRAL;

- d. further infringing BRITTO CENTRAL's BRITTO Trademarks and BRITTO Works and damaging BRITTO CENTRAL'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 BRITTO CENTRAL, nor authorized by BRITTO CENTRAL to be sold or offered for sale, and which bear any of BRITTO CENTRAL's BRITTO Trademarks and BRITTO Works 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 BRITTO Products; and
 - g. operating and/or hosting websites operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing BRITTO CENTRAL's BRITTO Trademarks and BRITTO Works or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine BRITTO product or not authorized by BRITTO CENTRAL to be sold in connection with BRITTO CENTRAL's BRITTO Trademarks and BRITTO Works.
4. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, Amazon, 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 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 BRITTO Trademarks and BRITTO 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 BRITTO Trademarks and BRITTO 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.
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 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 PayPal, 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 BRITTO CENTRAL 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 or any other 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, WISH, 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”), 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”) and its related companies and affiliates, 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 3 to the Declaration of Victor Mayorga; 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 Victor Mayorga; 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. BRITTO CENTRAL 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, and/or by sending an e-mail to the e-mail addresses identified in Exhibit 3 to the Declaration of Victor Mayorga 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 "ANGEL'S HAND Official 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.
11. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to BRITTO CENTRAL or on shorter notice as set by this Court.
12. The \$10,000 bond posted by BRITTO CENTRAL shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: November 3, 2020

A handwritten signature in black ink, consisting of a large, sweeping loop on the left and a smaller, more defined shape on the right, possibly representing the initials 'JL'.

Jorge L. Alonso
U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	ANGEL'S HAND Official Store
2	Shop4399015 Store
3	Yiwu Decor Art Co., Ltd.
4	longbao-shop
5	hanliang2019
6	linhongyao
7	wangting6688
8	Zhenglongsheng
9	Anna Vied Store
10	AZQSD Factory Store
11	DIYZSH Official Store
12	DONGMEI OIL PAINTING Official Store
13	EM Fun Store
14	Fashion wall painting
15	GLyng Official Store
16	Homfun Official Store
17	Homty Stylitr Store
18	huacan official store
19	KAMY YI Official Store
20	Kingsman Customized Art Store
21	MHD Beautiful crafts Store
22	No.01 HomeDecor Store
23	Petrel Diamond Embroidery
24	PROVIDENTIAL WORLD Official Store
25	Shop4073012 Store
26	Shop4275018 Store
27	Shop4976087 Store
28	TAKEWEALTH Official Store
29	The Arts Road
30	Touoilp dropshipping Store
31	YA ZOOEY NUO 5D Paintings Hangzhou Store
32	YI Boutiques Store
33	YI drill Handmade Store
34	Yi Wu Zhang Gong Imp&Exp Co.,Ltd Store
35	yiwu D-I-Y diamonds painting Store
36	YOGOTOP Official Store
37	Yumeart Factory Store
38	ZhuiStar Official Store

39	backdropsupplier
40	dhqicai05
41	gzz198301121
42	lijingyouhua
43	luoqing01
44	meimeigallery
45	mingming456
46	n888
47	q652398773
48	wjing001
49	wm674916693
50	wujia002
51	wujia01hao
52	wuyuanmei
53	afikafiya0
54	ferdden_3
55	id2015-kuma
56	kainabigai_0
57	monton_17
58	nikmalailatu-0
59	warungkesing
60	Careyou
61	chenxiaoyu fashion
62	DIY Case Store
63	EmmanuelgRnRe
64	handandan fashion
65	jinyushangmao
66	linlixing fashion
67	myuknu store
68	oiunnhj online store
69	oujgnv shopping
70	wenjienanzhuangdian
71	xiaoqiunvzhuang
72	xiu phone
73	cghzkw2
74	daedey
75	GLOOKVB
76	xjoumiie
77	Charlies Store
78	Flynn top factory Store
79	huangcase53 Store

80	Insry Store
81	jess28 Store
82	Lynnfly factory direct give Store
83	MobilePhoneCase Store
84	No.9 Mobile Phone Accessories Store
85	Shop4637082 Store
86	Shop5149061 Store
87	Shop5381054 Store
88	Shop5635168 Store
89	StitchMax Store
90	Surpermax Store
91	yilering Official Store
92	flyingcover01
93	workingcover01
94	zhonglinqin
95	Ting-Doog Store
96	Y Beatu P Store
97	LSQDVQ Official Store
98	LSQDVQ WX Store
99	Ningbo Mingbomingsheng Imp. & Exp. Co., Ltd.
100	custommadestore
101	customstars
102	dafengcp-0
103	dhhui7
104	gf2hg3
105	jingxuan7
106	mastercustom
107	qjzga9
108	szzoqdz
109	unbrandcustom
110	Grow up own
111	Melissshot
112	customizedhome
113	O3FH2XOQM5
114	SHDSXSSW
115	APLYSIA Store
116	Dafield Store
117	HOME BEAUTY Official Store
118	Innovative blanket Store
119	NYYBXFKDD Store
120	Shangyi Store

121	Shop4435034 Store
122	WONZOM Official Store
123	worm hoom Store
124	ZXZXOON Liver Store
125	ZXZXOON Official Store
126	ZXZXOON VFD Store
127	Dongguan Xingke Gift Co., Ltd.
128	Hebei Pumaleer Luggage Sales Co., Ltd.
129	Shanghai Fochier International Trade Co., Ltd.
130	PQI&HVY Store
131	RTX_WENG
132	Yavin-BN
133	zhu-t
134	Baoding Bodian Luggage And Cases Bag Co., Ltd.
135	Chengzhi Travel Store
136	Dongguan Zhiyi Sports Goods Co., Ltd.
137	FORU DESIGNS BAG&SHOE Store
138	FORUDESIGNS WORKSHOP store
139	instantarts franchised Store
140	Mumin Store
141	Rongyu Store
142	Shop5251250 Store
143	Support Drop Shipping Store
144	ThiKin Design Dropshipping Store
145	faone24
146	Hehong1966
147	Lvguccifendi
148	offworld
149	Qigrif
150	Apworld
151	Highqualit02
152	cimorsep0
153	keybey378_2
154	sg2015-rohma
155	QINGQING888
156	yichunxukungongmaoyouxiangongsi
157	Fan Xi Store
158	HappyPlus Store
159	Mymoon Home
160	Yeni Nesil Tekstil Store
161	Bd001

162	Sd002
163	ZEEGLE AW Store
164	ZEEGLE H&X Store
165	Brother Compay Store
166	Bathroom Safety Mat Set
167	CafeTime Store
168	HHM Store
169	Little star Grocery store
170	No.01 Boutique Store
171	Shop3005003 Store
172	Shop4045091 Store
173	Thregost LYN Store
174	Welcome U house Store
175	ZEEGLE BL Store
176	ZEEGLE DM Store
177	ZEEGLE HW Store
178	Jilin Province Lewei Trade Co., Ltd.
179	3W ArtHome Store
180	A BigPanda Store
181	Dsen Kitchen Store
182	Jophy Store
183	Linling Store
184	Mr&Zhang Store
185	Mr. Dong's shop Store
186	Pidgeotto Store
187	SADEKIRAY Official Store
188	Shop5438216 Store
189	Wula Store
190	ZCL001 beautiful Store
191	dadanali0
192	mascowpatmint0
193	123RoyWarner
194	anyilongchengshiye
195	Be&Cheery
196	Big buy store
197	LIASOSO 3D Print Factory Store
198	gembong46
199	siboenmotor
200	MAIYA 3C Digital Store
201	pleiesuom mousepad Store
202	WuwArt Store

203	ziasmul Professional mousepad Store
204	nielinc
205	DragonBuildingMaterials
206	Liu Si JiaVDSF
207	WXTSEWYX
208	Yucou
209	Shandong Xufeng Textile Co.,ltd
210	cruren-0
211	hasanurdi-9
212	phsuri_0
213	rudialifmariyanto1998
214	csjnry supper-market
215	Goodyear International Trade Co. Ltd
216	CASEHOME
217	ClearSha
218	Co Ltd
219	FATTTYCY
220	GN-1
221	jinanpujiajieshangmaoyouxiangongsi
222	lasqrwho
223	ruichengxiandameitiaoshannongyekaifayouxiangongsip
224	shenzhenshiyipaimamaoyiyouxiangongsiverol
225	weishanxianyongjiahuchanshihdzv
226	yanggurunzefangyuanliangshizhongzhizhuanyehezuoshe
227	Zara Berkeley
228	Abou jewelry accessories(min,orders8\$)
229	BAORJCT Store
230	BOBOSGIRL glass cabochons Store
231	FC accessories
232	glass cabochons Store
233	HAN&CHENG Official Store
234	LEEDECAL Store
235	QianBei Official Store
236	Snap Button Official Store
237	VOCHENG Official Store
238	YU HEI HEI Store