

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

GLOBAL MERCHANDISING SERVICES LTD.,

Plaintiff,

Case No.: 1:20-cv-06675

v.

Judge Jorge L. Alonso

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

Magistrate Judge Susan E. Cox

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. 14 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 (collectively, 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 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 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 Counterfeit/Infringing MOTÖRHEAD products; and
 - h. operating and/or hosting at the Online Marketplace Accounts and any other online marketplace accounts 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 “vayoustore 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.
10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiffs' Schedule A attached to the Complaint, which includes a list of the Defendant Online Marketplace Accounts; and (2) screenshot printouts showing the active Defendant Internet Stores for the Defendant Names (Exhibit 2 to the Declaration of Thomas Schlegel).

Dated: December 18, 2020

A handwritten signature in black ink, appearing to be "JL Alonso", enclosed within a large, loopy oval shape.

Jorge L. Alonso
U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	vayoustore
2	abduaf_91
3	alfiefend0
4	alimmu-0
5	anwar_makmujoyo
6	au-buy
7	bahun-0
8	baishijia2019
9	bay_thai
10	blink_eyez
11	bluespacep
12	daniboy_78
13	dediefend-0
14	duniabilang-5
15	eastar4
16	eternothai
17	extreme_silver
18	fantasticlandthai
19	farhaefend-0
20	firstino-0
21	gadefe-45
22	honglianbuild01
23	id2014.suwit
24	idealife999
25	ilooke
26	jalodue-0
27	jtkg2096
28	kokgemstones
29	nakur-73
30	octobershop18
31	patch_depot
32	pavalia
33	prefe0
34	premwyo0
35	puefe_0
36	rattanapro_0
37	resipay-0
38	santo-9739

39	sataa_1
40	secret_lover2016
41	skinny14680
42	suprefend-0
43	trading_enterprise17
44	windaa_77
45	zilizhan_0
46	acatmigarden
47	ai18141
48	aila036
49	alian9258
50	buzhur22
51	chenjingjuan321
52	chenuying
53	DEMETREE HENRY
54	Dion Hui 123
55	dr0728
56	fengcaizhen567
57	gahsuiagtpoas
58	ganhuiping66058
59	guayrn
60	guojiuming
61	hanjepen
62	hanjinying
63	hu4717z
64	huangpeng23
65	huangzhiqiang66058
66	huanshuansh
67	Huilibian
68	ian4117
69	ilovewehome
70	jian qun ang00123
71	jiangjianliang123
72	jijyi
73	litian112233
74	Liudingqiong666
75	lomhsjiemng
76	maidandan
77	mengxeng94
78	niu1164435953
79	pangzhaoou1

80	phosasdbvs
81	qenqen833
82	qwerqmbt
83	rongjingjing
84	seppeshewr
85	shadsfdsngxuan
86	shenshuhong
87	shilei0622
88	sopeofker
89	Tangziaohong6678
90	tanxiongjiao701
91	tur323783
92	uci292
93	uzuio9
94	wuehe872
95	wupengxer
96	X0X2X1
97	xeancan98
98	xee82293
99	xeekru668
100	xijiandietong
101	xuzhenyu66688
102	yanglijun033
103	yangxiuni1314
104	yuanfang123456
105	yuanrui123
106	yuyanqiong6033
107	zebezhech
108	zhangqea
109	Zhangqiuyan 950919
110	zhar9275
111	zhequand
112	zhrngxeang
113	zhuemu42
114	Advocate Trading
115	ahetgwetgweew
116	aikedagongmao
117	AmKa
118	Anastasiia Chernetska
119	ANDREW STORES
120	ang337095

121	ASFGAERG
122	baishakeji
123	Baskoi
124	BATRONG
125	BELOVING STORE CYAN
126	Bigg Kun
127	bihojo
128	BingHoCa
129	Boyang Down
130	BTVE SHOP
131	Byflymile
132	CangNanXianLongGangZhenJiangXinFuShiPinDian
133	Cdfuipo
134	cdq023099
135	ChenZhibin200621
136	Cindy Beeman
137	Colorful Sunlight
138	CrystalVoss
139	cuijianguang1963
140	CZ1K90fqa
141	Dadami
142	deborah saddsdr
143	
144	DeronWilliamJr
145	diuesie
146	Dongda Funny
147	duahefjk
148	Dylan Owen
149	Edens warm home
150	Elizabeth M Eiland
151	Engravia Digital Limited
152	Enlightenment Trading
153	EricAPearson
154	ershouchijingjifuwuzhongxin
155	FANCINATE
156	FangShiLiu
157	fangzhanp
158	FansHood
159	FAVFOUR INC.
160	Feishang Decoration
161	FENBEXEP

162	Fenteng Club
163	
164	Flyer CYFAN
165	FoShanShiNanHaiQuLiWanChenBaiHuoDian
166	Freier Fall
167	fujianaopulehuanjingkeji
168	Future anime
169	GaoTian
170	gBaoVV
171	GENESWEB
172	genwtrhyen
173	gnhgnm21
174	Good Luck Star
175	Grace Little
176	Gygywj
177	haizhimaoyi1
178	Haloudc
179	Hangzhou Bashan E-commerce Co.,Ltd.
180	HangZhouQingJiWuZiMaoYiYouXianGongSi
181	he5jjnfd
182	HeNanJingXiDaJianZhuGongChengSheJiYouXianGongSi
183	HGLZC
184	hhl310498
185	hi!custom
186	High Toop
187	hlj552792
188	HOPEEEE CYAN
189	hoseikx
190	hrs089643
191	hsy180174
192	htegfdv
193	HZSM
194	
195	iZumi Supply
196	JAMES NOLAN
197	JIABAOXING
198	jiajiasell
199	JIANGUOCHUANG
200	JiaoZhouShiHuaiYiHengNongChanPinShangDian
201	JiaoZhouShiZhaoMiaoChengShiPinShangDian
202	jiesuoshangmao

203	jingshengjiuye
204	JingyeConstruction
205	John Knorr
206	JOJOFUN
207	JYF16546
208	JYKKN
209	KunBlue
210	Lady's beauty store
211	LaiXiShiFuYanChanHouHuiFuZhongXin
212	lanzhoutiantianxileshangmaoyouxianzerengongsi
213	LCF231675
214	lfeonnern
215	liaochengshihongmingxuanshangmaoyouxianangongsi
216	limengdgf4ret
217	Linetyoas-Store
218	linglannongyekeji
219	LINK TO LIFE
220	liquidation gurus
221	liuyancong6881
222	LiuYangLaoshi
223	Loko vivi
224	Lost Stars
225	Louisa & Partner
226	Luccaful
227	Lucky Printing CYAN
228	lufengyukunshangmaoyouxianangongsi
229	LWX687875
230	LXG643215
231	LYDIA STEPHENSON
232	Lynn Schneider
233	LYYTUM18
234	Ma Va
235	Magchao jewelry Co. LTD
236	Manduo E
237	maochenjianzhugongchengyouxianangongsi
238	maohengshangmao
239	Margou Jin
240	MariaSLynn
241	Marissa Thomas
242	Marshal Smethers
243	Marvel Captain

244	Marylou Wehmeyer
245	mcpitee271
246	McShaneAnna
247	MIAO JI XIANG
248	MLS101466
249	Modaozushi
250	Morecute
251	MTxK9rvw
252	Mu love
253	MySty
254	Nathalie R Salmeron
255	NIANAI2
256	Nine-Points
257	ningbogaoxinqumeixumushamianguan
258	ningcunmaoyi
259	NOAH MORLEY
260	OCCIGANT
261	OLIVIA NELSON
262	one lart
263	Outdoor Auto Frames
264	OZ MiniGuitar
265	PAIGE COLLINS
266	panpan520
267	PeterjPan
268	phsscfoiu
269	pingyangxianbaodingshengzhuyangzhizhuanyehезuoshe
270	popurle
271	Pulsar Decals
272	Qingdao Yaosui
273	QingPingSenXiNüZhuangDian
274	qingyaxidianzishangwuzhongxin
275	Qiuhe Clothing Co. LTD
276	Renee Juliana
277	RHOBAG
278	
279	runzi
280	s21wsq
281	safedrter6543wefaw
282	saht
283	SANCECE
284	SCQ55X439

285	sdhfdhh
286	Sebastian Fulcher
287	seiruh
288	sgrtersthtdgsz
289	Shanice Lasko
290	shaoxingzhongyunmaoyi
291	ShenYangShiShenHeQuSaGeHouZiSaGeGuoKuaiCanDian
292	shenzhenshihuaajiaguojiwuliuyouxiangongsi
293	shenzhenshilangerxingkejiyouxiangongsi
294	ShiJiaZhuangShiGuanZhongYangDeShangMaoYouXianGongS
295	Shin-ja
296	Shopucky
297	shuangbaorenmaoyi
298	SIBA JOUN
299	Sincerely21
300	Smalluniron
301	sunchuanfeng
302	surveilleo
303	SuYuQuGuangZhiGeLiuWuLiuBaiHuoDian
304	Suzhou home and packaging materials co., LTD
305	swdefrghjmnbgfds
306	Tangjunbin20200616
307	TARDIGA
308	tianzhunshiye
309	TiffanyTFreund
310	TIJiang
311	Treemen
312	trty45y4grg
313	US Elastic Cord
314	VHUYGVUYFTYDFT
315	VV8VJBOY0D
316	Wang Longwang
317	Wang Peiqiang
318	WarrenCSW
319	weibinstore
320	weichenghua8994
321	WEIHALNJ
322	wengshijian1987
323	Wenxuan Ltd.
324	WilliamJHams
325	WilliamksJHams

326	Wood Workshop
327	Wqi Home
328	WTV S KING
329	wuhankala
330	wuhutongtongshangmaoyouxiangongsi
331	WULIN WANG
332	wuxiaodong19930
333	WYJ235565
334	WZX4002863
335	Xaoebdr
336	XDH74106341
337	xiamenshipinjiachenghongzhuangxiugongchengCo. Ltd.
338	xianaerhawanguokejiyouxiangongsi
339	xiaodongyahongshanmaoyouxiangongsi
340	xiaok
341	Xie WenCai
342	xincaihongtangus
343	xingongqichekeji
344	Xitai Farmers Market
345	Xiuchun
346	xixiaxianjinchangshangmajdx
347	YanChengYiChuangPaoWanJiXieKeJiYouXianGongSi
348	Yang Fan2
349	yangzhoushimiweimaoyiyouxiangovzn
350	yanhuadff
351	yanliantudu
352	yaoanlianxindiannaokejiyouxiangongsi
353	Ycwjdspl
354	ye fanghua
355	yhg281106
356	yiwushiqianqidianzishangwuyouxiangongsi
357	yixintiyujulebu
358	You are April of the world
359	Youqing
360	YQS30031641
361	YSDcustom
362	YuanQiao
363	YuDuoYunZhuanDianZiChanPinJingXiaoBu1
364	yuedongtiyu
365	Yunnan Tenglong bidding Co., Ltd.
366	yunnanhengyuejianshegongchengyouxiangongsi

367	yunnantulinshangmaoyouxiangongsi
368	yunzhizhaoming
369	Yuu serte
370	Yuyihai
371	YUYUFast
372	ZBS702103
373	zcvf gb
374	ZHAGN XIZNGLI
375	zhanghaibo1984
376	zhangwangshuiguo
377	zhenyuanwangtaijixiezhizao
378	zhishejiaju
379	ziering-art
380	zihaomcity
381	zcx449039637
382	ZL972634
383	Zongzhuorong
384	ZWB2020WeiBiao
385	ZXQ52PX15
386	ZY191126
387	ZZF181203
388	星满天贸易全球店
389	925 Silver Accessories store Store
390	badgeandpatch Store
391	bag satisfaction is guaranteed co., LTD
392	Different Styles Store
393	DPP7 Store
394	FS Scarves Store
395	Gergedan Store
396	GHH11 Store
397	Leafes Store
398	oeny lai lai Store
399	PrettyCase Store
400	Putuo Decor Official Store
401	S&A Store
402	See you and fun Store
403	Shop1263518 Store
404	Shop1933791 Store
405	Shop3977013 Store
406	Shop5577205 Store
407	Shop5734013 Store

408	Shop5873545 Store
409	Shop5878351 Store
410	Shop910323147 Store
411	Shop910561107 Store
412	Sum global Store
413	VeryBest Store
414	Women's Bags Store
415	yongding Store
416	Zepplin Store
417	Beautifulshoeswall
418	Father_price
419	Gugoodbags
420	Hungrydhgate
421	Jamydays
422	sunshinetradingco
423	Toptradingco