

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

STANLEY BLACK & DECKER, INC. and)
THE BLACK & DECKER CORPORATION,)

Plaintiff,)

v.)

THE PARTNERSHIPS AND)
UNINCORPORATED ASSOCIATIONS)
IDENTIFIED IN SCHEDULE "A",)

Defendants.)

Case No. 20 C 6790

Judge John Robert Blakey

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiffs, Stanley Black & Decker, Inc. and The Black & Decker Corporation (collectively "SBD" or "Plaintiffs"), Motion for a Preliminary Injunction [20], and this Court having considered the evidence before it hereby GRANTS Plaintiffs' 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, Plaintiffs have 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 Plaintiffs’ trademarks. *See* [13] 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 DEWALT trademarks, U.S. Trademark Registration Nos. 1,734,403; 1,734,404; 3,064,666 and DEWALT Trade Dress (collectively “the DEWALT 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 SBD’s previously granted Motion for a Temporary Restraining Order establishes that SBD has a likelihood of success on the merits; that no remedy at law exists; and that SBD will suffer irreparable harm if the injunction is not granted.

Specifically, SBD has proved a *prima facie* case of trademark infringement because (1) the DEWALT 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 DEWALT Trademarks, and (3) Defendants' use of the DEWALT Trademarks are causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with SBD. Furthermore, Defendants' continued and unauthorized use of the DEWALT Trademarks irreparably harms SBD through diminished goodwill and brand confidence, damage to SBD's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, SBD 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 DEWALT 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 DEWALT product or not authorized by SBD to be sold in connection with the DEWALT Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine DEWALT product or any other product produced by SBD, that is not SBD's or not produced under the authorization, control or

supervision of SBD and approved by SBD for sale under the DEWALT Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of SBD, or are sponsored by, approved by, or otherwise connected with SBD;
- d. further infringing the DEWALT Trademarks and damaging SBD's goodwill;
- e. otherwise competing unfairly with SBD 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 SBD, nor authorized by SBD to be sold or offered for sale, and which bear any of the DEWALT Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, or any other Internet stores that is being used to sell or is the means by which Defendants could continue to sell Counterfeit/Infringing DEWALT Products; and
- h. operating and/or hosting at the Defendant Internet Stores and any other Internet stores registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of

any product bearing the DEWALT Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine DEWALT product or not authorized by SBD to be sold in connection with the DEWALT Trademarks.

2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, PayPal, Inc., (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 DEWALT 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 DEWALT Trademarks; and
 - c. take all steps necessary to prevent links to the Defendant Internet Stores identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores 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' Internet Stores 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, but not limited to, PayPal, 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 SBD 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 Defendant Internet Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores;
- c. Defendants' websites and/or any Defendant Internet Stores;
- d. The Defendant Internet Stores 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") and Alipay US, Inc. and its entities ("Alipay"), 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' Internet Stores, including, but not limited to, any eBay, PayPal, WISH and Alipay accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Adan Ayala; 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' Internet Stores, shall within three (3) business days of receipt of this Order:
 - a. Locate all accounts and funds connected to Defendants, or Defendants' Internet Stores, 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 Adan Ayala; 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. SBD 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 doing both of the following: (i) electronically publishing a link to the Complaint, this Order and other relevant documents on a website and (ii) sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration Adan Ayala 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 "JYX Electronics (Huizhou) Co., Ltd. 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 SBD or on shorter notice as set by this Court.
9. The \$10,000 bond posted by SBD 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 Adan Ayala).

Dated: December 15, 2020

Entered:


John Robert Blakey
United States District Judge

SCHEDULE A

No.	Defendants
1	JYX Electronics (Huizhou) Co., Ltd.
2	ageejagee
3	anewerday
4	ansi-luy
5	ansi-spk
6	ayerneca.ltd
7	beautyshopss
8	beironpower
9	blair-gao
10	brwvm380
11	cahsienvgew
12	carzwo
13	cctv-aa
14	cellingwet
15	chuwu9217
16	cop9988
17	dfgfd52
18	dream-seller
19	eroindiastore
20	feilu635qsz
21	gmarket_shop
22	great_dealsent
23	heyi2016-5
24	huge-tech
25	huiyon-17
26	iroota
27	jiahe_uk
28	jiangdui74sx
29	jiao781-35
30	lanovia.ltd
31	lxw61
32	ma4she_5
33	moosado
34	narachagi
35	newitbox
36	nfox.ltd
37	nineone_solo

38	njj-50
39	plussale2017
40	seanmady
41	seoulnavi
42	shoptopstar
43	songsongqi822
44	toolsliker
45	top-bigshow
46	treacal
47	ukreliablebestseller
48	universe-tradeonline-uk
49	veesang
50	veralyle1
51	withus19
52	yashsh-37
53	zhaoxianghui54
54	zll164373648_9
55	acrazystone
56	ebuy321
57	Joyinmall
58	kitchen utensils11
59	qintiansedgf3
60	rubywoo
61	The Monday Store
62	Winthsnowde
63	100%_ Store
64	3cdianzchanp Store
65	3cdianzi Store
66	AB35 Store
67	AExquisite Store Store
68	AG75 Store
69	AJ27 Store
70	AJupup Store
71	Amityke Official Store
72	Asteroid Store
73	battery 18650 Store
74	Battery application Store
75	Battery pack Store
76	BoutiqueHouse Store

77	CAMFM battery Store
78	CCCMart Store
79	ChaseBeatuy Store
80	CO Tech Store
81	Corey Store
82	DeesseSicile Store
83	Digital Spirit Store
84	DIXON2017 Store
85	DO it PROOF it Store
86	EE-Instrument Store
87	Erilles franchise Store
88	E-Top Store
89	fervor Store
90	Future Contact Store
91	Go into Digital Store
92	Growinspring Store
93	GTF - Store
94	Hdoudou Store
95	Heal-th supplies Store
96	High Grade 3CMart Store
97	High quality masks Store
98	I & You Store
99	IMAGIC Digital Store
100	Jiamei electronic shops
101	JINJINS Store
102	Lazy sheep Store
103	Lisan Store
104	LuckyDay8 Store
105	Make You Prefect Life Store
106	mFengTool Store
107	Ming battery charger Store
108	New World For You Store
109	NKNL franchise Store
110	No. 17 Digital Store
111	No. 19 Mask Store
112	Okoman Official Store
113	ONEVAN franchise Store
114	Online products Store
115	Powtree Tool Store

116	SafeMall Store
117	Shanjin Store
118	Shop4491034 Store
119	Shop5052160 Store
120	Shop5394023 Store
121	Shop5438092 Store
122	Shop5585024 Store
123	Shop5585029 Store
124	Shop5602021 Store
125	Shop5619014 Store
126	Shop5636095 Store
127	Shop5679023 Store
128	Shop5717014 Store
129	Shop5779091 Store
130	Shop5780627 Store
131	Shop5783053 Store
132	Shop5783097 Store
133	Shop5796527 Store
134	Shop5840240 Store
135	Shop5844198 Store
136	Shop5869167 Store
137	Shop5889457 Store
138	Shop910326058 Store
139	Shop910329044 Store
140	Shop910331168 Store
141	Smart- Lifestyle Store
142	TLS-TECH Store
143	x1y2z3 Store
144	Your H-A-L-O Store
145	Znter Official Store