

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

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

Plaintiffs,

v.

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

Defendants.

Case No.: 1:20-cv-06808

Judge Robert M. Dow, Jr.

Magistrate Judge Susan E. Cox

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, and this Court having heard 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* 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 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. The domain name registries for the Defendant Online Stores, including, but not Limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff 's choosing:
- a. unlock and change the registrar of record for the Defendant Online Stores to a registrar of Plaintiffs' selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defendant Online Stores to a registrar of Plaintiffs' selection until further ordered by this Court; or
 - b. disable the domain names of the Defendant Online Stores and make them inactive and untransferable until further ordered by this Court.

5. 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.
6. eBay, Inc. ("eBay") and PayPal, Inc. ("PayPal"), 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 and PayPal 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.
7. 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.
8. 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 “thiss1418 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.

9. 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.
10. 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.

Dated: December 1, 2020



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	thiss1418
2	yunfm2020
3	2019nana
4	batteryexpert2016
5	batteryengineer
6	enegitechus
7	unionhonestyindustrialcompany
8	doobest
9	batteryworldmall555
10	lixiangshenghuo413
11	topbatt_2016
12	batteryworldmall2
13	chingtywell
14	eztrade2world
15	batteryspecialist
16	eagglewtek
17	expertpow
18	mudatech
19	yun169
20	yuntuo201818
21	bifficus
22	pricebreak-deals
23	onfly6688
24	xiangfujiahdhu
25	spiritshop18
26	anchristine-0
27	hztechnologyinc
28	ishopusa
29	tbatterypal
30	batteryworldmall888
31	JINXIANG LEI
32	ayngyangkj
33	batteryworldmall666
34	0-cacrkb8x
35	outletmalls_92
36	batterymall2018
37	huaqiangbei7456

38	toolpower416
39	bobogoowholesale
40	dosctt
41	atcujidirect
42	1topmall
43	adflb
44	nice-experience
45	souforce-offical-store
46	hthf8189
47	mopow
48	antrobutus
49	bestgo20
50	hffYTEK
51	andiooes
52	terrafirmatechnology
53	ipowerbest
54	up_star
55	powerbattery888
56	powerstation1
57	eshopfine2
58	powermore
59	eztronicsco
60	gadgetselectron
61	jypremium
62	furiousautosite
63	henzens-2017
64	batteryfactoryoutlet.com
65	batterybatterybattery.com
66	www.eplusbatteries.com
67	www.batteriesup.com
68	vanonbatteries.com
69	http://www.vanobattery.com
70	https://shgeenbatteries.com/
71	www.battery-for-drill.com
72	https://www.ebbattery.com
73	https://www.capacitybatteries.com/
74	ibatterys.com
75	http://www.batteriedepc.fr/
76	http://www.ibatterys.co.uk/
77	www.cacedsp.com

