

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

ZAG AMERICA, LLC,

Plaintiff,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

Defendants.

Case No.: 20-cv-06839

Judge Mary M. Rowland

Magistrate Judge Young B. Kim

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, Zag America, LLC's ("ZAG" 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 on Schedule A (collectively, the "Defendants").

THIS COURT HEREBY FINDS, in the absence of adversarial presentation, that it has personal jurisdiction over the Defendants because 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 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 and Copyrights (collectively referred to as "Defendant Internet Store" or "Seller Aliases"). See Docket No.10, Exhibit 3 to the Declaration of Paul Varley, which includes screenshot evidence confirming that each defendant online marketplace account does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Miraculous Trademarks and Copyrights.

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

Specifically, ZAG has proved a *prima facie* case of trademark infringement because: (1) the Miraculous Trademarks are distinctive marks and registered with the U.S. Patent and Trademark Office on the Principal Register; (2) Plaintiff's federally registered trademarks are valid and in full force and effect; (3) Defendants are not licensed or authorized to use any of the Miraculous Trademarks and/or Copyrights; and, (4) Defendants' use of the Miraculous Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with ZAG. Furthermore, Defendants' continued and unauthorized use of the Miraculous Trademarks irreparably harms ZAG through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage; and, therefore, ZAG 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 Plaintiff's Miraculous Trademarks, Copyrights and/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 ZAG product or not authorized by ZAG to be sold in connection with Plaintiff's Miraculous Trademarks and/or Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine ZAG product or any other product produced by ZAG, that is not Plaintiff's nor produced under the authorization, control or supervision of ZAG nor approved by ZAG for sale under Plaintiff's Miraculous Trademarks and/or Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of ZAG, or are sponsored by, approved by, or otherwise connected with ZAG;
 - d. further infringing Plaintiff's Miraculous Trademarks and/or Copyrights and damaging ZAG'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 ZAG, nor authorized by ZAG to be sold

or offered for sale, and which bear any of Plaintiff's Miraculous Trademarks, Copyrights, and/or any reproductions, counterfeit copies, or colorable imitations thereof;

- f. operating and/or hosting websites at the Defendant Internet Stores and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's Miraculous Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine ZAG product or not authorized by ZAG to be sold in connection with Plaintiff's Miraculous Trademarks.
2. Upon ZAG's request, those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as Amazon, iOffer and Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Internet Stores, and domain name registrars, shall within five (5) business days of receipt of this Order:
 - a. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Miraculous Trademarks and/or Copyrights; and
 - b. take all steps necessary to prevent links to the Defendant Internet Stores, identified on the Schedule A, from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores from any search index.

3. Upon ZAG's request, 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' websites at the Defendant Internet Stores or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as iOffer and 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, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within three (3) business days after receipt of such notice, provide to ZAG 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, including Defendants' sales and listing history related to their respective Defendant Internet Stores;
 - c. 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, PayPal, WISH, Amazon, Alibaba, 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. Any Third Party Providers, including eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), ContextLogic, Inc. ("WISH"), Amazon Payments, Inc. ("Amazon") and Alipay US, Inc. ("Alipay") shall, or any other party and/or marketplace, or payment processor in privity with Defendants, 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 or Defendants' websites, including, but not limited to, any eBay, PayPal, WISH, Amazon and Alipay accounts connected to the information listed in the Schedule A; 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. ZAG may provide notice of this Preliminary Injunction Order and other proceedings in this case by electronically publishing a link to the Complaint, this Order and other relevant documents on a website, and by sending an e-mail to the 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 “AB02 Store and all other Defendants identified in the Schedule A to the Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars 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.

7. The Clerk of Court is directed to unseal Plaintiff’s Amended Complaint, Exhibit 1 to the Complaint, Exhibit 2 to the Complaint, Schedule A to the Complaint, Motion for Temporary Restraining Order and Motion to Extend the Temporary Restraining Order and the memorandum and supporting pleadings and exhibits, Motion for Electronic Service of Process and its memorandum and supporting pleadings and exhibits, and the Temporary Restraining Order and Extension of the Temporary Restraining Order.
8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules.
9. The \$10,000 bond posted by ZAG shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: December 29, 2020



John J. Tharp, Jr.
United States District Judge

SCHEDULE A TO THE AMENDED COMPLAINT

No.	Defendant/Seller Alias	Marketplace URL
1	AB02 Store	www.aliexpress.com/store/5584229
2	AB05 Store	www.aliexpress.com/store/5588198
3	Ainiel Costume Store	www.aliexpress.com/store/3615050
4	AIPIN Store	www.aliexpress.com/store/1757250
5	AISAIZ Official Store	www.aliexpress.com/store/5372359
6	Animation Cos Store	www.aliexpress.com/store/302724
7	bettercos Store	www.aliexpress.com/store/518099
8	ccutoo Official Store	www.aliexpress.com/store/111241
9	Children's Beautiful Planet Store	www.aliexpress.com/store/4480023
10	Colorwonder Backdrop Store	www.aliexpress.com/store/1250143
11	Weixu Co., Ltd Store	www.aliexpress.com/store/2664002
12	Girl's Wardrode Store	www.aliexpress.com/store/4575052
13	GloryStar Clothes Store	www.aliexpress.com/store/5172010
14	gzlingerie	www.aliexpress.com/store/1317297
15	HongKong Taimi Tech Store	www.aliexpress.com/store/1963977
16	Hotempo Store	www.aliexpress.com/store/1929237
17	Jie's Store	www.aliexpress.com/store/4880091
18	JJ'S Store	www.aliexpress.com/store/5008331
19	Kaisasi Store	www.aliexpress.com/store/5558129
20	MAO Personalized Customized Store	www.aliexpress.com/store/5071314
21	Melone Jewelry Locket Store	www.aliexpress.com/store/1427029
22	My Siking Store	www.aliexpress.com/store/4215018
23	MYanimec_Cos Store	www.aliexpress.com/store/5622255
24	Yueyang Chuzhong Trading Co., Ltd.Store	www.aliexpress.com/store/5189032
25	Zentai Art Store	www.aliexpress.com/store/4404129
26	POSH DREAM Official Store	www.aliexpress.com/store/1200447
27	REEMONDE Official Store	www.aliexpress.com/store/3632172
28	Sheng is all over the world Store	www.aliexpress.com/store/1596169
29	Shop235685 Store	www.aliexpress.com/store/235685
30	Shop4218041 Store	www.aliexpress.com/store/4218041
31	Shop5149033 Store	www.aliexpress.com/store/5149033
32	Shop5420111 Store	www.aliexpress.com/store/5420111
33	Shop5706098 Store	www.aliexpress.com/store/5706098
34	Sunniss Store	www.aliexpress.com/store/4662167
35	superAkali Store	www.aliexpress.com/store/5235027
36	superhero zentai suit	www.aliexpress.com/store/1708332
37	Timefashioner	www.aliexpress.com/store/612678
38	Udyr Store	www.aliexpress.com/store/5365134
39	miccosplay	http://miccosplay.ecrater.com
40	wincosplay	http://wincosplay.ecrater.com
41	FishiebugArt	www.etsy.com/shop/FishiebugArt

42	FreeSpeechGlobal	www.etsy.com/shop/FreeSpeechGlobal
43	PapaMonkey	www.etsy.com/shop/PapaMonkey
44	3dcrafter	www.amazon.com/s?me=A28QLXNSPCNQW6
45	Aiyee	www.amazon.com/s?me=AFQSTDYEAIM1M
46	Big White Rabbit	www.amazon.com/s?me=A3C4PUW6QO7E3T
47	Blue Fox Baking	www.amazon.com/s?me=A38ERTFQMH5G5
48	Change 1st	www.amazon.com/s?me=A1GAWCEBS7EZ8
49	Docho	www.amazon.com/s?me=A2HT5GS0878JCB
50	HappyPotato	www.amazon.com/s?me=A3AYXYEDKV0BZB
51	JISAM TRADE	www.amazon.com/s?me=A1SOYFTMVFYZW
52	JoJo & Lin	www.amazon.com/s?me=A3DT18P9HOS6CQ
53	KINGSUN2015	www.amazon.com/s?me=A3GBWMHFIKWRI8
54	LEMONBABY	www.amazon.com/s?me=A1VWMBNFKLOQVU
55	Li cheng xue	www.amazon.com/s?me=A259TQXUKK81QT
56	love valueshop	www.amazon.com/s?me=A2LGUT8JPFPEYZ
57	Mint Girl Boutique	www.amazon.com/s?me=A1Q0KG12I835A7
58	Qing zhifeng	www.amazon.com/s?me=A1DKCEUZW09F67
59	shuanglianxing	www.amazon.com/s?me=A2R9UIWYHHYMAA
60	TARRLLY	www.amazon.com/s?me=A11WGVJTOASYB7
61	Timmor	www.amazon.com/s?me=A2WGNRA8LI7BDF
62	vbfb	www.amazon.com/s?me=A2KQKBR6VHYIG0
63	yanhuadff	www.amazon.com/s?me=A1EMLULLEMOEKB
64	ZXTPJGJA	www.amazon.com/s?me=A3BETI5SNA0K1
65	abbyhappy2018	www.ebay.com/usr/abbyhappy2018
66	bitfly8886	www.ebay.com/usr/bitfly8886
67	dgg_220	www.ebay.com/usr/dgg_220
68	dogoodbusiness	www.ebay.com/usr/dogoodbusiness
69	hfdj-79	www.ebay.com/usr/hfdj-79
70	hfresh	www.ebay.com/usr/hfresh
71	jmcwc750	www.ebay.com/usr/jmcwc750
72	kikostyle	www.ebay.com/usr/kikostyle
73	ldbi1949	www.ebay.com/usr/ldbi1949
74	leading-fashion1974	www.ebay.com/usr/leading-fashion1974
75	meet-2020	www.ebay.com/usr/meet-2020
76	us-lieji	www.ebay.com/usr/us-lieji
77	wraith_of_east_uk	www.ebay.com/usr/wraith_of_east_uk
78	wxun4926	www.ebay.com/usr/wxun4926
79	yuboyuboyubo0	www.ebay.com/usr/yuboyuboyubo0
80	Jing beam	www.wish.com//merchant/58a5e81b4a791950e4104594
81	Jingang qin	www.wish.com//merchant/584546d65ffa8d4d376da274
82	L0009999	www.wish.com//merchant/5dbaa1915069f81639f9042c
83	liuxiaomei fashion	www.wish.com//merchant/54194e497541ce28d0c2e691
84	mgpz56	www.wish.com//merchant/5dd637c4703f615a74380c22
85	neibuengaysa	www.wish.com//merchant/5afa606fa8961622de295604

86	Shenzhen Eshop	www.wish.com/merchant/571c6c858ec713593ff287c3
87	Swite yang	www.wish.com/merchant/5ac22db0c798174b8ffe74c1
88	wangededian	www.wish.com/merchant/584127317434ac69e4358207
89	YIYANG BAGS CO., LTD	www.wish.com/merchant/555402459b371110ad8d2290
90	Anime One Stop Shop	www.wish.com/merchant/56db75d83a9cb801c374be78
91	chenxiaoyu fashion	www.wish.com/merchant/5422595e90c7764130fb34dd
92	dsfjkjh	www.wish.com/merchant/5d5618de5f3e1e04c36367f2
93	Fashion8818	www.wish.com/merchant/589feddc78954b500016111f
94	G-Star	www.wish.com/merchant/558936c62375ef3f869fc2e6
95	ghghfghfgf	www.wish.com/merchant/5d53a2741d9a8e71dba982a8
96	Glasswaregrocerystore	www.wish.com/merchant/5a9e696075599a29fdc6e599
97	hls15000932087	www.wish.com/merchant/595f3908dba4dc276ce0216e
98	huangzhanxunlu	www.wish.com/merchant/5de390cdb69679727a12205f
99	iujgls plaza	www.wish.com/merchant/5420154a7541ce4590e7d481