

**IN THE 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.: 1:21-cv-04034

Judge Sharon Johnson Coleman

Magistrate Judge Beth W. Jantz

**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”) using at least the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”).

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 purchase products using counterfeit versions of Plaintiff's trademarks and copyrighted works. *See* Docket No. 15 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 VA - 2-255-516; VA- 1-801-175; 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 or 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 Plaintiff's BRITTO Trademarks and BRITTO 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 Plaintiff'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 Plaintiff's BRITTO Trademarks and BRITTO Works and damaging BRITTO CENTRAL's goodwill;
- e. otherwise competing unfairly with BRITTO CENTRAL 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 BRITTO CENTRAL, nor authorized by BRITTO CENTRAL to be sold or offered for sale, and which bear any of Plaintiff's BRITTO Trademarks and BRITTO Works 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 or is the means by which Defendants could continue to sell Counterfeit/Infringing BRITTO Products; and
- h. 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.

2. 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.
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 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 three (3) 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 Defendant Internet Stores;
- d. The Defendant Internet Stores 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, Alipay, 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. Western Union shall, within three (3) 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.
6. eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. and its entities ("Alipay") and Huguang 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, 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.
7. 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 three (3) 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.
8. 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 “Dongguan Petolar Craft Gifts 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.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three days' notice to BRITTO CENTRAL or on shorter notice as set by this Court.



10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiffs' Schedule A attached to the Complaint [2], which includes a list of the Defendant Internet Stores; and (2) screenshot printouts showing the active Defendant Internet Stores (Exhibit 3 to the Declaration of Victor Mayorga) [15].
11. 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: August 30, 2021, 2021



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Sharon Johnson Coleman  
U.S. District Court Judge

**SCHEDULE A**

<b>No.</b>	<b>Defendants</b>
1	Dongguan Petolar Craft Gifts Co., Ltd.
2	Guangzhou Chars Textile Co., Ltd.
3	Quanzhou Lihai Bags Co., Ltd.
4	Yancheng Joy Foundation Cultural Creativity Co., Ltd.
5	amelikusum0
6	diprako-0
7	exzoticase
8	gatobomant0
9	harman store
10	id2015_nurro
11	iklq_55
12	jokpel-0
13	kripe4489
14	lipanh 0
15	muhammarisk0
16	politigoor
17	slameriyad 12
18	sodipalap-0
19	trail-blazer21_ru
20	yun_5754
21	Aghdfssdhg
22	Alfredo Galvan
23	amazsosoo
24	AngleQueen
25	baodingtengchuanshangmaoyouxiangongsienky
26	Bikini bag
27	BlanLean
28	BrightSword
29	caoxianbangdamuzhipinyouxiangongsi
30	changhengyiliaoxieyouxiangongsi
31	Chenxionghai
32	Chongqing Yuebu Trading Co.,Ltd.
33	CHPDP
34	chunquye
35	chuxionghongrunfangdichankafayouxiangongsi
36	Dar J Ceav
37	david hackney
38	dinglianger
39	Enea A Pacn
40	Fu ming
41	gjinxianminjiangzongheme
42	Gociabler

43	GuangZhouBaiYunQuFengXiaoShangMaoYouXianGongSi
44	Haco
45	henanqianxinmenyeyouxiangongsi
46	HOPEEEE CYAN
47	Hui peng rong
48	Idy766
49	Jay Chou
50	JEREMY HALL
51	JESSNY RONG
52	Jimmy C Carney
53	JiYuanShiBangNiJiaZhengFuWuYouXianGongSi
54	KaydraMa
55	Kelly R Vincent
56	Kerefgmus
57	Kevin Lane
58	Liangjiang Food
59	lianhuquhuayinmeishangmaodian
60	Life square
61	Lifetime-US
62	Luck Start
63	Lucky Printing CYAN
64	Maatata
65	Marshal Smethers
66	Michelle L Kerwin
67	Mitinya-u
68	Mydoon Co,Ltd
69	Nofiyi
70	Osires Technology
71	OSJHDFjd
72	Patricia K Ferguson
73	pengxijunrongjixiezulinyouxiangongsi
74	PMLioo&Home
75	Protto&Massk
76	puningshib
77	Putian Shengtian Trading Co., Ltd.
78	putianshilichenggqubiquanfuzhuangdian
79	Ralph Kassian
80	Ruby R Yazzie
81	SANAVIVI
82	Selena Gossett
83	Seller-1225SSEWE
84	sethoasielg
85	Shanice Lasko
86	Shao PingHai
87	SHEHOOD

88	ShenYangShiShenHeQuSaGeHouZiSaGeGuoKuaiCanDian
89	Shirley P Tallent
90	Sktws
91	suliuai
92	super Bigo
93	taikangxianzhubinbaihuoshanghang
94	Tania C Mann
95	Timothy D Aguilar
96	TongXuXianZhaoTongMuYeYouXianGongSi
97	Tonya Vergara
98	Tospoh8
99	Trydown
100	vernell Jenkins
101	Waroom Convey
102	Wendy Papsidero
103	WPYH-COOL
104	X.Ewha Drunk
105	xilouzhera
106	xinfuqu
107	XuanXu
108	YanChengQuLiPoPengBaiHuoXiaoShouDian
109	Yang Rongrong
110	yanyuanyuan19810
111	Yiling22
112	Yjt28
113	YOUYIN-US
114	YUHOLANG
115	Zhangxueping
116	ZhongXiangShiKuangShengShangMaoYouXianGongSi
117	ZVenusrise
118	ZZHZYZ
119	928Life Store
120	AFuFu Store
121	Ali-Homelifestyle Store
122	Ali-house Improving Store
123	Ali-HTI Store
124	All department Store
125	BADNGXDR Department Store Store
126	BearCavalier Store
127	Beautiful Good Loves
128	bebovizi Official Store
129	Besuit Store
130	Booms Life Hall Store
131	Boutique House life Store
132	Carmine painting Store

133	chase Store
134	Chinese NO.1
135	Ci LeLe Store
136	CLASSIC DRINKWARE Store
137	Cleverkids Store
138	colorful baby store Store
139	Comfortable House Warm Life Store
140	Comfortable improvement daily life Store
141	Cosy-Zone Store
142	Croatian Rhapsody Store
143	CUISHIP Life Store
144	CUISHIP Store
145	Daytoy Workout Store
146	Decorates Your's Life Store
147	DecoratingMagic Store
148	Decorative Lifestyle Store
149	DEUAMO Official Store
150	DIY Jerry Home
151	do for you Store
152	D-ream Green Store
153	Dreamer Life Museum Store
154	Enioy life Store
155	faroot Niceveryday Store
156	Fashiones Kimono Store
157	Feng-F Store
158	Festive & Party Store
159	First Chioce House Inprovement Store
160	Flexible Store
161	forbeauty123 Store
162	ForU-Better Store
163	ForU-Live Store
164	FSILE Bao Store
165	Fuddi House Store
166	Fun Life Global Store
167	FUNHOM
168	FunnyCovers Store
169	gladiolus Store
170	GLKJ Green H-O-M-E Store
171	Go To Ho-me Improvement World Store
172	GODWJ Quaility Kitchen Store
173	Good life, day day up Store
174	Good Luck House Store
175	GYMR Official Store
176	Happiness bag Store
177	Happiness World Store

178	HAVE LIFE Store
179	Healthy and warm Store
180	HGH Store
181	Houpoo Store
182	House 123 Store
183	House Cozy Living Store
184	houseekertools Store
185	iFatacy Store
186	Ikaya homes Store
187	Iraq Code Store
188	jandy Store
189	JIATA SMT Store
190	Joy-Custom Store
191	kkkhome Store
192	krusoal Store
193	Le Tai Store
194	Life 1999 Store
195	Life Shopping Station Store
196	Life&hall Store
197	Life=Comfortable Shoe+Useful Bag Store
198	Life's dropshipping Store
199	LifeStar Store
200	little Cheng Store
201	Livingcraft Museum Store
202	Loluo Store
203	LUCK 9 Store
204	Lulur Grocery Store
205	Magical product Store
206	Memories of youth 2628 Store
207	Mgvista Store
208	Mifi Store
209	Mockingbird Store
210	Mu Guang Store
211	my dreamer Store
212	My Interesting Decor Store
213	MYCELLA Official Store
214	My-Life-GettingBetter Store
215	MZSAHUANG Store
216	Nine Suns Store
217	Nite Nite Crafts Store
218	NO Name Faimily Store
219	Artheaven
220	Cosmose
221	Cyon2017
222	Enbabyhomes

223	Erikaning
224	Gl8888
225	highqualityok
226	Highqualityok2
227	Highqualityok3
228	Hogane
229	iwallart
230	Offmop
231	Shanye09
232	Winwood
233	Xue10
234	Yiyu hg
235	zye321