

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

GLOBAL MERCHANDISING SERVICES LTD.,)	
)	
Plaintiff,)	No. 21-cv-01442
)	
v.)	Judge Andrea R. Wood
)	
THE PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A",)	Magistrate Judge M. David Weisman
)	
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 FINDS Plaintiff has provided notice to Defendants in accordance with the Temporary Restraining Order entered July 7, 2021, (Dkt. No. 18) ("TRO"), and Federal Rule of Civil Procedure 65(a)(1).

THIS COURT FURTHER FINDS, in the absence of adversarial presentation, 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 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* [12] 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, employees, attorneys, and all persons acting for, with, by, through, under 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 Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the MOTÖRHEAD Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;

- e. 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 MOTÖRHEAD products; and
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
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 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, employees, 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 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, employees, 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. Context Logic, Inc. (“WISH”) and Amazon Payments, Inc. (“Amazon”) shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants’ Internet Stores or websites:

a. locate all accounts and funds connected to Defendants, Defendants’ Online Marketplace Accounts, or Defendants’ websites, including, but not limited to, any WISH and Amazon 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 or funds 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 or websites, shall within five (5) 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 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. Plaintiff 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 “anlu7415 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 the 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 three (3) days' notice to Plaintiff or on shorter notice as set by this Court.

9. The \$10,000 bond posted by Plaintiff 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) Plaintiff's Schedule A attached to the Complaint, which includes a list of the Defendant Internet Stores; and (2) screenshot printouts showing the active Defendant Internet Stores (Exhibit 2 to the Declaration of Thomas Schlegel), and (3) the Temporary Restraining Order.

Dated: July 22, 2021

A handwritten signature in black ink, appearing to read "Andrea R. Wood", is written over a horizontal line.

Andrea R. Wood
United States District Judge

SCHEDULE A

No.	Defendants
1	anlu7415
2	Audreyxs
3	bidelin98
4	chenguanghui Store
5	chengzhen666
6	Chenlili789
7	chenyunfei Store
8	D5D5F5
9	dailibo3767
10	denggang66058
11	duaoxion
12	fengchen13138
13	fuchang123
14	G YBUN
15	groveblankets
16	Guadalupe Moore
17	guoping6854755
18	guoxiaotao23658
19	Harlan Tompkins
20	heyings1234568459547
21	hongyanzhang
22	HUANGLILANLANZ FATION WOMAN CLOTHING STORE
23	huangxueying7890
24	huguiying3482
25	huzhiqiu123
26	idengdeng store
27	James Willcox
28	jiangcheng780
29	jianghaonanooop
30	jiaqingqing998923
31	Jingou Bye Faitmasion
32	jinying464584
33	Jisanwumei skirts
34	leiguihua907790543
35	Liaoyuanting1005
36	likaixin546
37	linsuruo9833
38	lisiqin520
39	liucaie888
40	liuchuanzheng258
41	liumeiling163
42	LiuPei2866455

43	liuyujuan6855
44	luohan1003
45	luomenglin46455
46	lvpin Store
47	mayanning274324
48	Michael Wallaces
49	Missaide Clothes
50	naishikuan138792489
51	niyuling1357
52	Pearl Roby
53	pengxiong152
54	qishang521
55	RickyLDStore
56	sarai2306
57	songzhiyuan Store
58	strangertyuy
59	sunhaotian1234
60	suqiwen994639
61	tedgw
62	Teecago
63	WandBearer
64	WANGHUAQIANG9988
65	wangjun Store me
66	wangzhuangzhuang Store
67	weizhenkun
68	wuyidan0722
69	xuejiajia0986
70	yangqiaorong0301
71	yangshuyan5856356
72	yangxingyu2219
73	yangyue702566
74	yanmingqing28645
75	yinyongqiang45765
76	yique07733
77	yucaihong6688
78	yukexin4546565
79	zhangbaishuai5018
80	zhangjiaxin46455
81	zhangjunyuan4469
82	zhanglei790115
83	zhangzhanyun123
84	zhaoaiqing0808
85	zhaoxiaohui Store
86	zhaoyu47474
87	Zhengxiqian12323

88	zhoudong5001
89	zhouyefeng75841128746
90	zhuebez
91	zhujialong5521
92	Alternative store
93	Anticlea
94	Baicheng Shuoguo Rice Industry Co., Ltd.
95	baojisigaoxinquxiaonizineiyidian
96	BeautyArt-ltd
97	beiguanhonghuomiduomianduokuaicandian
98	binunvzhuangdian
99	Celebrity girl
100	chang zhi shi wangqihuishangmaoyouxiangongsi
101	changzhishijiarongchenshangmaoyouxiangongsi
102	chengduqingyangquronghuanlaishangmaoyouxiangongsi
103	CocooTu
104	Curt J Basile
105	datongshuini
106	DingZhongXing
107	donglaijixieshebeizulinyo
108	Douyinhuliac
109	Duijing Trading
110	fang haimei's
111	Fantasy Switch
112	Flagonshop2020
113	GainAndLoss
114	GaoXinYuanQuZhaoJingQuanShiZaDian
115	gongyanli0601
116	guangzhoubaiyunoufadawanglaokejiyouxiangongsi
117	GuangZhouShiYuHuaFuZhuaYouXianGongSi
118	guangzhouxucongshangmaoyouxiangongs i
119	HangZhouPingHangZaiShengZiYuanYouXianGongSi
120	hayalai.kalw51
121	Henan Zhongchen Decoration Engineering Co., Ltd.
122	HFGNJMGHFFNBDF
123	hitongchuanqutengdaxiaochidian
124	HONG DUC VI SHOP
125	HOTAFA TM
126	HuanYiMaoYi
127	Hutuo-Design
128	ISAKIBERY
129	Jay Chou
130	Jcet Grew
131	Jeanne Maier Store
132	Jesssky

133	Jiajian socks
134	jianyequkajilibaihuodian
135	JiNanXingLiangKeJiYouXianGongSi
136	jingtaixianyunshengwuliuyouxiangongsi
137	juanjuan1215
138	kaioushangmao
139	Karavek
140	Kietlacvnstore
141	Leanedboughto
142	LEMETVFB
143	likediy
144	maiJiaJianBingDian
145	MargieJ A10
146	Maroon Star
147	Martha D Matlock
148	Matthew A Recio
149	May Ank Patel
150	MDATZERTAZ
151	MeiNaYingYeWenHuaChuanMei
152	MengMSt
153	MichaelTin
154	Monacoc
155	Namsha-ltd
156	Polaris Business
157	QingShanQuChenYuJiaJuYongPinDian
158	Riao-Tech
159	Robertman
160	rongyufushi
161	RRDHNRTGHF Online
162	ruiheheng
163	Scarboroughcame
164	sefg6456
165	Sha Men Ji Ma Gu Mao Yi You Xian Gong Si
166	ShanDongLuoDeJianZhuGongChengYouXianGongSi
167	ShanDongYongEnShangMaoYouXianGongSi
168	ShangHaiXuannShiYeYouXianGongSi
169	shanxisencaomaoyiyouxiangongsi
170	ShanXiYaLongTaiKeJiYouXianGongSi
171	shijiazhuangjiashuaiwangluokejiyouxiangong si
172	Sigrid D Olson
173	slegeigh99
174	Soullightsaw
175	SuiXiXianChengBeiYuMengFuZhuangDian
176	suizhoushizengdouqumeiyingbaihuo
177	SuZhouShiYongQiaoQuJiaYouShuiGuoDian

178	sweet icecream
179	ThinkAboutYou
180	THUNGUYENSTORE
181	tongkangdamaoyiyouxiangongsi
182	UPADHAYA SURABHI
183	Wang QingLiang
184	WenZhouShiLu ChengQuMiuLengBaiHuoDian
185	WhatAreWords
186	Wrinklesfruit
187	XianYangShiWeiChengQuShuShuoFuZhuangDian
188	xinyunmaoyigongsi
189	xuanwuqusuofubaihuojingyingbu
190	YanJiaHui-TongChuanShiYaoZhouQuJiaHuiBaiHuoDian
191	Yierge
192	YiQieDouSuiYuanMingZhongXunHuan
193	YouNood
194	YunWuShengCiJian
195	Yutoa-Design
196	zhang pengyu's
197	zhou junchao's
198	ZouChengShiXiuRuShangMaoYouXianZeRenGongSi