

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

SEKIGUCHI CO., LTD.,

Plaintiff,

Case No.: 1:21-cv-02563

v.

Judge Ronald A. Guzman

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

Magistrate Judge Susan E. Cox

Defendants.

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, SEKIGUCHI CO., LTD.’s (“SEKIGUCHI” 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 HEREBY FINDS that it has personal jurisdiction over 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 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 copyrights.

Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products using infringing and counterfeit versions of the. *See* Docket No. 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 MONCHHICHI Trademarks, which are covered by U.S. Trademark Registration Nos. 5,238,565; 4,634,637; 3,087,366 and 3,055,482 and Plaintiff's BEBICHHICHI trademark, which is covered by United States Trademark Registration No. 3,211,633 (collectively the "MONCHHICHI Trademarks"), as well as copyrighted MONCHHICHI Works, which are covered by U.S. Copyright Registration Nos. VA0000015391 and VA0000015392 ("the MONCHHICHI Works").

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

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

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of SEKIGUCHI, or are sponsored by, approved by, or otherwise connected with SEKIGUCHI;
- d. further infringing SEKIGUCHI's MONCHHICHI Trademarks, and MONCHHICHI Works, and damaging SEKIGUCHI 's goodwill;
- e. otherwise competing unfairly with SEKIGUCHI 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 SEKIGUCHI, nor authorized by SEKIGUCHI to be sold or offered for sale, and which bear any of SEKIGUCHI's MONCHHICHI Trademarks and MONCHHICHI Works, and/or 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 online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit/Infringing MONCHHICHI Products; and
- h. operating and/or hosting at the Defendant Internet Stores and any other online marketplace accounts registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing SEKIGUCHI's MONCHHICHI Trademarks and MONCHHICHI Works, or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine MONCHHICHI product or not

authorized by SEKIGUCHI to be sold in connection with SEKIGUCHI's
MONCHHICHI Trademarks and MONCHHICHI 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 and Alipay (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 MONCHHICHI Trademarks and MONCHHICHI 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 MONCHHICHI Trademarks and MONCHHICHI Works; 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 PayPal, Alibaba, 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 SEKIGUCHI expedited discovery, including copies of documents and records in such person's or entity's possession or control sufficient to determine:

- 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 Defendant Internet Stores;
- c. Defendants' websites and/or any online marketplace accounts;
- d. The Defendant Internet Stores 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 and 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. Amazon Payments, Inc. ("Amazon") and Alipay US, Inc. and its entities ("Alipay"), shall, within two (2) 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' Internet Stores, or Defendants' websites, including, but not limited to, any Amazon and Alipay accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Satoshi Otani; 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' online marketplace accounts or websites, shall within two (2) 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 Satoshi Otani; 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. SEKIGUCHI 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 3 to the Declaration of Satoshi Otani 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 “Amymami 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 SEKIGUCHI or on shorter notice as set by this Court.
9. The \$10,000 bond posted by SEKIGUCHI shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: June 10, 2021



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	Amydami
2	bhuioyh
3	BOSSCN
4	Brecoy
5	Caroleiy
6	CustomPillow
7	Dadi-Design
8	DAOPUDA
9	Dream Eric
10	enlouhao
11	Escomdp Tech
12	Fashion Nice
13	fengqiuxianzhihongbaihuodian
14	FengZeQuMoKongBaiHuoShangHang
15	GHRTSJG
16	Hailiy
17	High-Quality Custom Stores
18	iNG Smart Formula Technology
19	Jia3261
20	Jiaoer-co
21	LALACO-Studio
22	LeiLeiup
23	Love The Family
24	Lucy-Coco
25	LY1122 [3~5 Delivery]
26	Meizer-Design
27	Million plan.Z
28	MingYao-Design
29	MiSS.M Department Store
30	Namsha-ltd
31	Nanning Shangneng Software Sales Co., Ltd.
32	niaiyaobuyaofanzhengwobuxihan
33	NotAngry
34	OiArt
35	QTKJ1
36	Royalfox
37	SaveAlot
38	shandongzhenailishemenyeyouxiangongsi
39	shendaobaobaoshangmao
40	shenyangqiyoulawenhuachuanmeiyouxiangongsishop
41	SongBaoYi
42	SPIRITFREE

43	Sunvy
44	SuXiLal
45	USXINSENY
46	Van Caro
47	Victorly-Co
48	wangwangwangluokeji
49	Xiaoliang
50	xilouzhera
51	Yuaneng
52	Yuanze
53	Zhang HaiJun
54	A Animal Keychain Store
55	Alipapa Store
56	animal mascot Store
57	Behemoth's Car Store
58	beitalun Official Store
59	BJYXSZD Store
60	Bola Fynia Store
61	BrAndToy Outlets Store
62	China Quality Supplier Store
63	copper statue Decoration Store
64	cuina Fitting Store
65	DCYOURHOME Store
66	Decor Town Store
67	Decorative Arts
68	dgf Store
69	dieliany Store
70	ECMARVELLOUS Trend Store
71	ECSMOTH RELIABLE Store
72	Elise lin's store
73	Emperor digital Store
74	Exquisite products Store
75	Handmade World Store
76	Hcdtoy Store
77	JaneYU Textile Store
78	JingYiHong Factory Online Store Store
79	Linken-toys Store
80	Loen Profession car Accessories Store
81	Louis fashion Official Store
82	Maddie's Xstitch Store
83	mascot town Store
84	PetStory Store
85	Pig-bajie Store
86	Prodgf Store
87	Professional Appliances Supplier Store

88	RECEESOON Store
89	RFID Tags Store
90	Samx Store
91	Shiki-Joy Store
92	Shop4873034 Store
93	Shop5438224 Store
94	Shop5513023 Store
95	Shop5617089 Store
96	Shop5636096 Store
97	Shop5636356 Store
98	Shop5654011 Store
99	Shop5687016 Store
100	Shop5722138 Store
101	Shop5732250 Store
102	Shop5748196 Store
103	Shop5786582 Store
104	Shop5788062 Store
105	Shop911330188 Store
106	Shop911332139 Store
107	SKILLIST SUMPTUOUS Store
108	Sote Victory Store
109	Tany Life Store
110	TOJenny Store
111	Tongxiang Icefox Fur Clothing Co., Ltd.
112	Wenzhou Street
113	Wishspace Store
114	XinZhao Store
115	Yiwu Tianliang Crafts Co., Ltd.
116	Yunnan Xiangnan Technology Co., Ltd.
117	YY-LOVE Store