

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

LEGEND PICTURES, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 21-cv-2788
	)	
THE PARTNERSHIPS AND	)	Judge John Robert Blakey
UNINCORPORATED ASSOCIATIONS	)	
IDENTIFIED ON SCHEDULE "A",	)	
	)	
Defendants.	)	

**PRELIMINARY INJUNCTION ORDER**

THIS CAUSE being before the Court on Plaintiff, LEGEND PICTURES, LLC ("LEGEND PICTURES" or "Plaintiff"), Motion for a Preliminary Injunction [20], 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 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 and do purchase products using counterfeit versions of Plaintiff's trademarks and copyrights. *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 PACIFIC RIM trademarks, U.S. Trademark Registration Nos. 5,840,140; 5,840,142; 6,195,470; 6,205,935 (collectively, the "PACIFIC RIM Trademarks") and/or products infringing the PACIFIC RIM Works, Copyright Registration Nos. PA0001859894 and PA0002091781 (the "PACIFIC RIM 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 LEGEND PICTURES's previously granted Motion for a Temporary Restraining Order establishes that LEGEND PICTURES has a likelihood of success on the merits; that no remedy at law exists; and that LEGEND PICTURES will suffer irreparable harm if the injunction is not granted.

Specifically, LEGEND PICTURES has proved a *prima facie* case of trademark infringement because (1) the PACIFIC RIM Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register

and the PACIFIC RIM Works are registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use the PACIFIC RIM Trademarks and PACIFIC RIM Works, and (3) Defendants' use of the PACIFIC RIM Trademarks and PACIFIC RIM Works is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with LEGEND PICTURES. Furthermore, Defendants continued and unauthorized use of the PACIFIC RIM Trademarks and PACIFIC RIM Works irreparably harms LEGEND PICTURES through diminished goodwill and brand confidence, damage to LEGEND PICTURES's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, LEGEND PICTURES 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 PACIFIC RIM Trademarks and PACIFIC RIM 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 PACIFIC RIM product or not authorized by LEGEND PICTURES to be sold in

connection with the PACIFIC RIM Trademarks and PACIFIC RIM Works;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine PACIFIC RIM product or any other product produced by LEGEND PICTURES, that is not LEGEND PICTURES's or not produced under the authorization, control or supervision of LEGEND PICTURES and approved by LEGEND PICTURES for sale under the PACIFIC RIM Trademarks and PACIFIC RIM Works;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of LEGEND PICTURES, or are sponsored by, approved by, or otherwise connected with PACIFIC RIM;
- d. further infringing the PACIFIC RIM Trademarks and PACIFIC RIM Works and damaging LEGEND PICTURES's goodwill;
- e. otherwise competing unfairly with LEGEND PICTURES 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 LEGEND PICTURES, nor authorized by LEGEND PICTURES to be sold or offered for sale, and which bear any of the PACIFIC RIM Trademarks and PACIFIC RIM

Works or any reproductions, counterfeit copies or colorable imitations thereof;

- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Online 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 PACIFIC RIM products; and
  - h. operating and/or hosting at the Defendant Online 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 the PACIFIC RIM Trademarks and PACIFIC RIM Works or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine PACIFIC RIM product or not authorized by LEGEND PICTURES to be sold in connection with the PACIFIC RIM Trademarks and PACIFIC RIM 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 Alibaba Group Holding Ltd. along with any related Alibaba entities (collectively, “Marketplaces”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within ten (10) 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 PACIFIC RIM Trademarks and PACIFIC RIM 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 PACIFIC RIM Trademarks and PACIFIC RIM Works; and
  - c. take all steps necessary to prevent links to the Defendant Online Stores identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Online 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' Online Stores, 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 Amazon, Alibaba, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to LEGEND

PICTURES 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 Defendant Online Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Online Stores;
- c. Defendants' websites and/or any Online Marketplace Accounts;
- d. the Defendant Online 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, 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") shall, within ten (10) business days of receipt of this Order, for any Defendant or any of Defendant Online Stores:
  - a. locate all accounts and funds connected to Defendants, Defendant Online Stores, including, but not limited to, any Amazon accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Kristina Holliman; 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 Defendant Online Stores, shall within ten (10) business days of receipt of this Order:
  - a. locate all accounts and funds connected to Defendants, or Defendants' Online Stores, 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 Kristina Holliman; 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. LEGEND PICTURES 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 Kristina Holliman 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 "SHUAIBABA and all other Defendants identified in the 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 five days' notice to LEGEND PICTURES or on shorter notice as set by this Court.
9. The \$10,000 bond posted by LEGEND PICTURES 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 Online Stores; (2) screenshot printouts showing the active Defendant Online Stores (Exhibit 3 to the Declaration of Kristina Holliman) and (3) the Temporary Restraining Order.

Dated: June 21, 2021

Entered:

  
John Robert Blakey  
United States District Judge

**SCHEDULE A**

<b>No.</b>	<b>Defendants</b>
1	SHUAI BABA
2	SHUAIGG
3	shuangchengshangmao
4	ShuangLYS
5	SHUCHENGBINFEN
6	shuohengqixin Us
7	shuoyandianzishangwu
8	shuyadedian
9	Sichuanxianchangdianzishangwuyouxiangongsi
10	Sihuishishengxianshoujiweixiufuwubu
11	sijiuyiliao
12	Simon-Stark
13	SIPONE
14	Six Six smoothly
15	SiYuanYangWenHuaChuanMeiYouX
16	SJDYQGYDX
17	SKGQZD
18	sknonon
19	skymey
20	Slaoero
21	SmartBase
22	Sneaky Cover
23	Snoopdy
24	SofiClock
25	SOSHUAI
26	SSITOYS
27	ssultier
28	sszzqsp
29	START-IMAGINE
30	STARUBYEA
31	Stephen Elvan Tosi
32	Stephen T Coleman
33	SUBLIA
34	Suichen Trade Store
35	Summer Zhou
36	SUNBEN
37	SUPKOON
38	Susie LS Behan
39	suyuqumengsheranfuzhuangdian

40	SWQS
41	SXYJN
42	taicangwuzhengtongxinshebeiyouxiangongsi
43	TaiNingXianShanChengZhenGongYangHuanBaiHuoDian
44	taoyuanchaoshi
45	Taste good quality
46	Taytsm
47	tdyuyio
48	Teetrending LLC
49	THAN THI CAM
50	The Boundless Universe
51	The sunrise
52	TheLastXuan
53	THESHUAI
54	TIAN CHENG TECHNOLOGY CO., LIMITED
55	tian yaohui
56	tianhequgaokaishangmao
57	TianJinRuiChengYueJiDianSheBeiAnZhuangGongCheng
58	tianjinshijinnanqujinshunhuoguojoidian
59	TianJinXingHuiYao
60	Tianqing
61	Tiepani
62	Timinv
63	Tios Artstore
64	titaigeyang rong
65	Tomve Greene
66	tongyangjianzhuzhuangshi
67	tongyanshengshangmao1
68	TOPUSE
69	Townmeng quan
70	Travis Scotts
71	TRICOGHJGROUP
72	Tsida
73	TUAN TRAMMNS
74	tyk6963
75	TYKCRt
76	TYLER HUMPHREYS
77	Tyna Ho
78	ULIKEME
79	UNICORM POD
80	Unidwod

81	US Made Store
82	uuiaann
83	UURYC
84	uytdf
85	Vanjar
86	Vio2342eler
87	vjghjhtfhrd
88	Walshen
89	Wanfu Spring Trade
90	WANGWENJIE
91	Warmingaction
92	weifangmingguijiancaiyouxiangong
93	WEIFENGDIAN
94	weixihongtaoxinxikejiyouxiangongsi
95	wengyandong
96	wenlanjanzhulaowu
97	WenZhouShiLu ChengQuMiuLengBaiHuoDian
98	Wenziya Twifon CYAN
99	WHMIN
100	WHUANH
101	WILL SKY (HONG KONG) INDUSTRIAL LIMITED
102	Windlia
103	WJIWE
104	Wliamwd
105	Wlweoz
106	WLXSLCS
107	wneeri
108	WOAIBAOBAO
109	Wodem
110	wojierihua
111	Wonder213
112	WONFAN
113	WQHLS
114	WSKYA
115	wu wei wei er
116	wuchuanshimeilushimiaonaicha
117	wujiangqusonglingzhenhaoweixianshipin
118	WUUIA
119	WUXLONG
120	wuyangxianpianhebaihuodian
121	XCVRFGZ

122	XDLEI
123	XiaMenJuMuMaoYiYouXianGongSi
124	XiaMenShiHongYunXiangTongShangMaoYouXianGongSi
125	Xianghuaw quan
126	xiangruishangmao26
127	xianjingjijishukaifaqujuhangbaihuo
128	xiaoxiao121
129	XIAOZHI
130	xiezhenzhenbaihuodian
131	xinghetongweishangmao
132	xingxuanshangmao111
133	xinlizhuangshi
134	XIN-MIN
135	xintiefengus
136	XIONGKOUDASHI
137	xitanmaoyi
138	xixianxinqufengdongxinc
139	XIZYU
140	XMQIN
141	XQPGS
142	xuanwuqukeganganzixuncehuafuwuzhongxin
143	XUFY
144	XUXFEI
145	xvbfghfh
146	xxhhttkk
147	XYMGONGSI
148	XZFENO
149	XZHAI
150	Ya-bin
151	yadashiye
152	Yadingmiye
153	YAKUNQIA
154	Yanbiao
155	yangguxianshouzhangzhenweipingriyongbaihuodian
156	yangtiandong19760
157	yangxumengshangmao
158	YanJiaHui-TongChuanShiYaoZhouQuJiaHuiBaiHuoDian
159	YaoStar
160	yaoxinshoujidian
161	Yasia
162	yazhijiejianshegongcheng

163	yeahss
164	yhnre
165	Yibo engineering hoisting
166	yijiusijiushandongkejyouxiangongsi
167	yinqitongkeji
168	yitongmanzuzizhixianyitongzhenwentianzheriyongpinb
169	YiWuShiFengGuMaoYiYouXianGongSi
170	YiYouTaiJiShiSheng
171	Yloveme
172	YMGS
173	YMGSOK
174	ymyes
175	Youhao Electronic Technology Co.,Limite
176	YQRONG
177	YQUNLI
178	yuanhuifucanyinfuwuyouxiangongsi
179	yuanpuwangluokeji
180	YuanShiNanPuWanShang
181	yuanyangshengdajianzhugongcheng
182	Yukosan
183	YUMEIRENER
184	yun nan hong dun xin xi ji shu you xian gong si
185	yun shi xin xi ke ji
186	Yuning419
187	YunLongST
188	yunnanchuangtongjiaotonggongchengyouxiangongsi
189	YunWuShengCiJian
190	YutaoStore
191	YUYUFast
192	YYOBO
193	YZWDTX
194	Z&J store
195	zairuikeji
196	ZAOZWU
197	zhangaijie
198	zhanghaigang19860
199	zhanglanchenqiubaihuodian
200	zhangliqingbaihuomenshi