

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

GLOBAL MERCHANDISING SERVICES LTD.,

Plaintiff,

Case No.: 1:21-cv-03038

v.

Judge Ronald A. Guzman

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

Magistrate Judge Heather K. McShain

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 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. *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 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 GLOBAL, or are sponsored by, approved by, or otherwise connected with MOTÖRHEAD;
 - d. further infringing the MOTÖRHEAD Trademarks and damaging GLOBAL's goodwill;
 - e. otherwise competing unfairly with GLOBAL 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 GLOBAL, nor authorized by GLOBAL to be sold or offered for sale, and which bear any of the MOTÖRHEAD Trademarks 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 MOTÖRHEAD products; and
 - h. operating and/or hosting websites registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the MOTÖRHEAD Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine MOTÖRHEAD product or not authorized by GLOBAL to be sold in connection with the MOTÖRHEAD Trademarks.
- 2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to WISH, 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

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
 - 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 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 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 three (3) 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, 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 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, 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, 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”), Amazon Payments, Inc. (“Amazon”), and Alipay US, Inc. and its entities (“Alipay”) 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 WISH, Amazon, and Alipay 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 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 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 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. GLOBAL 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 “2301caozhiyao 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 GLOBAL or on shorter notice as set by this Court.
9. The \$10,000 bond posted by GLOBAL 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 1, 2021



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	2301caozhiyao
2	Anlili0307
3	BBradle
4	caimingxuan123
5	caiyi75168
6	chaxiaoyan0344963589
7	Cheep Store
8	chenchunhui9424
9	chengyang11165
10	chengyuan28336
11	chenhuiying17367
12	chenjiqing56493
13	chentianyu15855
14	CHENXiangli54321
15	chenyuhang0942
16	chenyuwei84773
17	Chris Oakes
18	Christophercb
19	chuwentao158
20	compu service albert
21	cuijingchen2136
22	cuilianping4632155
23	cuiqiusheng33281
24	dengjie112
25	dinghaizhou91539
26	dongyimeng9995
27	duwang 00@163.com
28	Esthermgl
29	fangbinbin72551
30	Fanyufa
31	fengrui Store me
32	fengteng Store
33	Food Mart
34	FunnyRedTee
35	fuzaixing43940
36	gaojinrou56566666543
37	gaolanhua53221455
38	Greg Gabel
39	guoxi112233
40	guoyonggang16751
41	guoyuting689
42	guying84152

43	hexiaohong90461
44	huangdi4645764
45	huanghongkai30964
46	hushuqin90458
47	Jerry M Simmons
48	Jessica Marie Conklin
49	Jonmgl
50	JOSEPH CRIBARI
51	kiim phong
52	kyriabrown32053513
53	lengfuhao69427
54	liangailian
55	lihailong65167
56	lilianxi3572
57	linfei60058
58	lipengfei63319
59	litaihua1456
60	liubo90722
61	liuhuaibo88967
62	liuping72963
63	liuting0756
64	liuwei5779
65	liwenjie4521
66	lixueqin Store
67	liyahui70653
68	liyuhur5655754
69	lizemin05011
70	lizhengjiang49440
71	Lucille Ritter
72	LujuyoupC
73	lvzhaojian3959
74	lvzifei
75	nawanyi147258
76	nqmpsknwe
77	Paz6
78	qevngtoplw
79	qinbin57711584964
80	quzhaolei147258
81	renhong00765
82	renxia15705
83	renzhihong5261
84	Robert Tuttle
85	roosevelthayes849
86	SebastianThomasmShA
87	shaojjun78075

88	Shaonas bedding
89	shenwei77641
90	shitoutiaosu
91	songjianing59205
92	store autumn
93	sunkanmming0518
94	sunpeng61992
95	sunwei1828845
96	Susan Naranjo
97	take control
98	toonesrnrnh
99	tubjhfu446
100	uyang store
101	vyujkloi
102	wangchangjia5195
103	wangdengchun97419
104	wangheqing2314
105	wangjiale555
106	WANGJINHUA SHANGDEPU FATION WOMAN BAGS SHOP
107	wanglei Store
108	wangqi1228
109	wangruiduo28597
110	wangshaohong
111	wangwenle64987213978
112	wangzhonghui5795
113	wangzhuo8564
114	wanjingtong10043
115	wubaoshan1234
116	Wuguihua647
117	wuxiaofei2517
118	wuyujie9437
119	xiamengyan0812349
120	xiangleiyao29389
121	xiaohuan42199
122	xushisong17146
123	xutianyue0214
124	xuzihan35963489
125	Yangbo580
126	yangshufen987
127	yangtianxing09884
128	yangxiaolong474747
129	yanruihao51161
130	yaoning66666
131	yehaimiao66459

132	YIJIN56
133	yllzesapr91
134	ynipqihlh
135	yuanchaohui0920
136	yuanhongfei72672
137	zhanghongyun2136
138	zhangjiahui79938
139	zhangxiatong Store
140	zhangzhiqin36381
141	zhanmenghui80912
142	zhaoguodong85521
143	zhaojinyan5698
144	zhaoli97780
145	zhaoshi1234
146	zhaoyongle77917
147	zhengliang48497
148	zhenxiaojie2618
149	zhoufaju48339
150	zhoufengming29544
151	zhuguifan0209
152	zhutianjun10221
153	zhuyanjin2956897
154	zjpalisdoqwhz
155	AngleQueen
156	aokdeer
157	BaoBaiGouXinCheng
158	changhengyiliaoxixieyouxiangongsi
159	County Linsheng Network Technology Co., Ltd.
160	CXQCMMFZJYB
161	DA Shu
162	dididatilili
163	Diepvan KA Store
164	fafsfsfasfaf
165	fdgdhfgjhgh
166	Fethawi Kinfe
167	FHSLZYJYB
168	FIRSTP-US
169	Flylife
170	fujianshengputianshirandaishangmaoyouxiangongsi
171	Galatea66
172	guangzhoushixinjimeishangmaoyouxiangongsi
173	Hangzhou Ears Trading Co., Ltd.
174	HomDeo
175	huang qiuchan's
176	HuangDao (Ships from USA)

177	huxiuu
178	HZA5 01IS9
179	jinzhimaoiyouxian
180	li kesheng's
181	linansuyan
182	linxiangchengdedian
183	liuyunfeiyu
184	lumingzhinengkeji
185	Mairuoning
186	MOji
187	nanpingshijianyangquyisidianziyuanqijianshanghang
188	ngMaoYHaErBinYuLanShaouXianGongSi
189	Nikdse
190	ongkouxilu3
191	OP Outdoor Decor
192	Pingyu County Shengfeng Waterproof Insulation Anti
193	PR Vintage Look
194	prasitpon.haj947
195	Pucheng County Liangxiaoxun Department Store
196	putian zhuanming maoyi youxian gongsi
197	QingDaoHuaiGuiShangMaoYouXianGongSi
198	qinhanxinchengxiaoyangbaihuoshanghang
199	Qiu Junping/United States
200	Samuel Eto's
201	Sarphuu
202	ShangHaiXiRuoShangWuZiXunYouXianGongSi1
203	SHAQUQUN
204	SPECIALSHOP1
205	su run shang mao
206	SuAiHuaArt
207	tongweixin
208	wan chi jian zhu
209	Wang Haitao Department Store, Weibin District, Baoji City
210	wangshiaowuyariyongbaihuoshangdian
211	WYQ Metal LOGO
212	Xianyou Xinlong Trading Co., Ltd.
213	xianyoubangtouzhenhunshengjiajuchan
214	Xiaoyaoyaoyou
215	xiezhangfadiyigedian
216	Xin'ao Department Store, Babu District, Hezhou City
217	XinShaoXianPingShangZhenYangMingBaiHuoDian
218	Yam1
219	yexianghuayidian
220	zhangyingdian
221	zhbha

222	Zheng Weidong
223	zheng zhou she ku shang mao you xian gong si
224	ZZPZJ
225	01 Small Fish Store
226	100% cotton T-shirt 07 Store
227	100% cotton T-shirt 174 Store
228	202133566 Store
229	9.9 drop shipping Store
230	A baby Store
231	biguan Store
232	BOBOman Store
233	CANZE Store
234	CS Hats Store
235	Da Fella Store
236	DAZLE Store
237	Dota Store
238	DUTRIEUX Store
239	FansClub Store
240	Fashion Sparkling Lace Station
241	Fiidi Store
242	Fiila Store
243	FXFX Store
244	GQILYYBZ Official Store
245	HGH Store
246	HSBC999 Store
247	It's a very fashionable shop Store
248	liliBags Store
249	liweifushimaoyi Store
250	LLWAN Store
251	LMFF Store
252	Luoyi Hat House Store
253	LVEN POOM Store
254	Mr. Mori Apparel Store
255	OnDecorly Store
256	RC Car Robot Toy Store
257	Real May and Zhang Store
258	Shop1848211 Store
259	Shop2397041 Store
260	Shop5068349 Store
261	Shop5715045 Store
262	Shop5886346 Store
263	Shop911002082 Store
264	Shop911254127 Store
265	Shop911263363 Store
266	Shop911321006 Store

267	Shop911484007 Store
268	Shop911662333 Store
269	Shop911758964 Store
270	Shop911818143 Store
271	The record Store
272	WellCraft Store
273	wenzhou Store
274	Wholesa le Store
275	Winter020 Store
276	XIEXIE Official Store
277	Yong Man Store
278	YWSZW Store