

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

HAMANN GmbH,

Plaintiff,

v.

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

Defendants.

Case No.: 1:21-cv-03591

Judge John J. Tharp, Jr.

Magistrate Judge Sheila M. Finnegan

**PRELIMINARY INJUNCTION ORDER**

THIS CAUSE being before the Court on Plaintiff, HAMANN GmbH’s (“HAMANN” 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 part as follows against the defendants identified in Schedule A (collectively, the “Defendants”).

THIS COURT HEREBY FINDS that Defendants are operating one or more commercial, interactive Internet Stores through which consumers can purchase products using counterfeit versions of the HAMANN trademarks, U.S. Trademark Registration Nos. 2,367,439; and 5,970,761 (the “HAMANN 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 HAMANN’s previously granted Motion for a Temporary Restraining Order establishes that HAMANN has a likelihood of success on the merits; that no remedy at law exists; and that HAMANN will suffer irreparable harm if the injunction is not granted.

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

supervision of HAMANN and approved by HAMANN for sale under the HAMANN Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of HAMANN, or are sponsored by, approved by, or otherwise connected with and damaging HAMANN's goodwill;
  - 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 HAMANN, nor authorized by HAMANN to be sold or offered for sale, and which bear any of the HAMANN Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;
  - e. 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 HAMANN 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 eBay, PayPal, WISH, Amazon, Alipay, and DHgate, (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within seven (7) calendar 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

HAMANN 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 HAMANN 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' 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 and not limited to, eBay, PayPal, WISH, Amazon, Alipay, and DHgate, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to HAMANN expedited discovery, limited to copies of 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, 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 Internet Stores registered by Defendants; and
- e. any financial accounts owned or controlled by Defendants, including their agents, servants, 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 shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
- 5. eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Context Logic, Inc. ("WISH"), Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. and its entities ("Alipay") and Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY ("DHgate"), shall, within seven (7) calendar 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, WISH, Amazon, Alipay and DHgate accounts connected to the

information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Christian Zierhut; and

b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order 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 seven (7) calendar 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 Christian Zierhut; 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. HAMANN 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 and First Amended Complaint, this Order and other relevant documents on a website, and by sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of Christian Zierhut 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 "adgunawa\_9 and all other Defendants identified in the First Amended 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 as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
9. The \$115,000 (\$1,000 per defendant) bond posted by HAMANN 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 [2], which includes a list of the Defendant Internet Stores; (2) [14] screenshot printouts showing the active Defendant Internet Stores (Exhibit 2 to the Declaration of Christian Zierhut) and (3) the Temporary Restraining Order.

Dated: August 5, 2021

A handwritten signature in black ink, reading "John J. Tharp, Jr.", written in a cursive style.

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John J. Tharp, Jr.  
United States District Judge

**SCHEDULE A**

<b>No.</b>	<b>Defendants</b>
1	adgunawa_9
2	aeldo.tee
3	alnurdi_45
4	apoutlet2013
5	arikarson_0
6	arkuswind_0
7	aw21-33
8	bambanar0
9	bavarian_motorwerks
10	begawan99
11	benkusnad-0
12	deateh.noteer
13	dee.grayman
14	diecastbase
15	dipras23
16	discovery_4
17	ds107927_9
18	eliabim_0
19	enmaharan-0
20	fan_collection
21	fit_gear
22	gagasaputr-0
23	gatokac_0
24	get_ready
25	id-ime1
26	ihsafanan-0
27	importantoutlet
28	latifamisuwar_0
29	lius-44
30	mitshop1998
31	mohshahriza-0
32	mondale42
33	pandavia-model
34	rainshirt
35	rankarn-3
36	ri_317
37	rudprasety7
38	satriypiningi-0
39	supporter_edition
40	the_rolling_stones
41	tomaed_5
42	tonkopla_0



43	tonsos9
44	tutu_cube
45	usl.jai3wv
46	yyid62
47	yoglig-0
48	alian9258
49	ctwcarstyle
50	hongsebianian
51	qaflds plaza
52	qiaocaijia0
53	renpoyi6
54	srngxean68
55	wfpSimple
56	wufush
57	zhusheng fashion
58	679L6THDNU
59	6N7ADT8U1G
60	AIDAN HARDING
61	appl
62	BESHGB
63	BJHuinengYuan
64	BUTHA
65	GZHUIXInfashion(7-18 Days Delivery)
66	I8BXRHBAA2
67	JiaoXue Tian
68	KunYuHeng
69	LPNXNJ2CJM
70	Luncus
71	motorpartgo
72	nidemingzi
73	QinLIU
74	R6C67SHSC9
75	ROSIE GALLAGHER
76	shijinbaous
77	tehui
78	TYYIN
79	W9APFE1FE4
80	XQHNG
81	yaoyuanxh
82	your-feeling
83	ZhaoYuanXianZhaoYuanZhenChengChengRiZaShangDian
84	ZWZHI
85	ALI CARKEY Store
86	ca_jian 2 Store
87	ca_jian 5 Store

88	Car Carbon Parts Center Store
89	future-3rd Store
90	Good For You 2019 Store
91	Gzkafulee Store
92	HOVIMAIISI SuperPoster Store
93	HS-CBS car Store
94	Langyu Modification Store
95	maozipu Store
96	Middle Street Store
97	Mr. Qi Store
98	RomanShirt Store
99	Shop2414089 Store
100	Shop4702064 Store
101	Shop5580181 Store
102	tao xiao yu Store
103	TheFates Keychains Store
104	TPE03 Store
105	xiao ou caps Store
106	annaautosshop
107	kaimeila
108	Kyrre
109	ldylcar
110	Luggage191
111	pkkidsswj
112	qinqqchen
113	wnmdksi
114	xmjdimskk
115	xuguocui