

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

SQUARE ONE ENTERTAINMENT, INC.,

Plaintiff,

v.

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

Defendants.

Civil Action No.: 1:21-cv-03778

Judge Harry D. Leinenweber

Magistrate Judge Jeffrey Cummings

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, SQUARE ONE ENTERTAINMENT, INC.’s (“Square One” 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 purchase products using counterfeit versions of Plaintiff's trademark and copyrighted work. *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 SLAP CHOP Trademark, United States Trademark Registration No. 3,613,738 (the "SLAP CHOP Trademark") and the SLAP CHOP Copyright, U.S. Copyright Registration No. VA0001750004 (the "SLAP CHOP Work").

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

Specifically, Square One has proved a *prima facie* case of trademark infringement because (1) the SLAP CHOP Trademark is a distinctive mark and registered with the U.S. Patent and Trademark Office on the Principal Register and the SLAP CHOP Work is registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use the SLAP CHOP Trademark and SLAP CHOP Work, and (3) Defendants' use of the SLAP CHOP Trademark and SLAP CHOP Work is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Square One. Furthermore, Defendants' continued and unauthorized use of the SLAP CHOP Trademark and SLAP CHOP Work irreparably harms Square One through diminished goodwill and brand confidence, damage to Square One's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such

damage and, therefore, Square One 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, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:
 - a. using Square One's SLAP CHOP Trademark and SLAP CHOP Work 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 SLAP CHOP product or not authorized by Square One to be sold in connection with Square One's SLAP CHOP Trademark and SLAP CHOP Work;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine SLAP CHOP product or any other product produced by Square One, that is not Square One's or not produced under the authorization, control or supervision of Square One and approved by Square One for sale under Square One's SLAP CHOP Trademark and SLAP CHOP Work;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Square One, or are sponsored by, approved by, or otherwise connected with Square One;
 - d. further infringing Square One's SLAP CHOP Trademark and SLAP CHOP Work and damaging Square One's goodwill;

- e. otherwise competing unfairly with Square One 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 Square One, nor authorized by Square One to be sold or offered for sale, and which bear any of Square One's SLAP CHOP Trademark and SLAP CHOP Work 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 websites or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit/Infringing SLAP CHOP Products; and
 - h. operating and/or hosting at the Defendant Internet Stores and any other websites or online marketplace names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Square One's SLAP CHOP Trademark and SLAP CHOP Work or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine SLAP CHOP product or not authorized by Square One to be sold in connection with Square One's SLAP CHOP Trademark and SLAP CHOP Work.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as Alibaba Group Holding Ltd. along with any related Alibaba entities (collectively, "Alibaba"), 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 SLAP CHOP Trademark and SLAP CHOP Work, 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 SLAP CHOP Trademark and SLAP CHOP Work; 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 Defendant Internet Stores or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as, but not limited to, Alibaba, 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, and shippers (collectively, the "Third Party Providers") shall, within three (3) business days after receipt of such notice, provide to Square One 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 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 related to Defendants;
- d. The Defendant Internet 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, PayPal, WISH, Alipay, Alibaba, 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. Western Union shall, within three (3) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the Defendants identified in Schedule A until further ordered by this Court.
6. eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), ContextLogic, Inc. ("WISH"), Amazon Payments, Inc. ("Amazon"), and SIA Joom ("Joom") shall, within three (3) business days of receipt of this Order, for any Defendant or any of the Defendant 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 eBay, PayPal, WISH, Amazon, and Joom accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Offer Shlomi; 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.
7. 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' 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 3 to the Declaration of Offer Shlomi; 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.

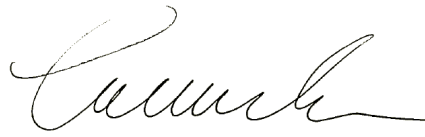
8. Square One may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website, or by sending an e-mail to the e-mail addresses identified in Exhibit 3 to the Declaration of Offer Shlomi 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 “moyaxionguk 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.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three (3) days' notice to SQUARE ONE or on shorter notice as set by this Court.

10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiffs' Schedule A attached to the Complaint [2], which includes a list of the Defendant Internet Stores; and (2) screenshot printouts showing the active Defendant Internet Stores (Exhibit 3 to the Declaration of Offer Shlomi [12], and (3) The TRO [17].

11. The \$10,000 bond posted by SQUARE ONE shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: August 3, 2021

A handwritten signature in black ink, appearing to read "C. M. ...", is written above a horizontal line.

U.S. District Court Judge

SCHEDULE A

| No. | Defendant |
|------------|---------------------------|
| 1 | moyaxionguk |
| 2 | JPWL |
| 3 | SIDDHARTH-ENTERPRISES |
| 4 | SSTIAN |
| 5 | IME Century TMALL |
| 6 | MMS Tmall |
| 7 | artyum81 |
| 8 | chags 82 |
| 9 | funshop 97 |
| 10 | karunarathne_store |
| 11 | lucky.line |
| 12 | moelk 28 |
| 13 | muthu-markerting |
| 14 | oror78 |
| 15 | sanjewa_store1 |
| 16 | shapi.il2015 |
| 17 | weham 63 |
| 18 | ahhyre856 2 |
| 19 | amadilhar0 |
| 20 | bestagentlk |
| 21 | buytra0 |
| 22 | imamadu 42 |
| 23 | luckymaan-10 |
| 24 | threebunny |
| 25 | txin-wholesale |
| 26 | whitedeergifts |
| 27 | xiokejanadithy 0 |
| 28 | EBUNS GLOBAL |
| 29 | hostlevio.store |
| 30 | freeshipdeal store |
| 31 | myhorizont store |
| 32 | UPBEY_store |
| 33 | deal extreme_store |
| 34 | Clean Green Project_Store |
| 35 | moshie_store |
| 36 | GALAXYSTORE |
| 37 | Goodie Gift Store |

| | |
|----|------------------|
| 38 | Marvel Items |
| 39 | Aksky |
| 40 | Gem Owl |
| 41 | The Gadget Ladys |
| 42 | Agloryz |
| 43 | LycanStore |
| 44 | BigBuyBrand |
| 45 | Trend Tank |
| 46 | Blushysilk |
| 47 | SHOP COMBINED |
| 48 | Mega Morgs |
| 49 | DASHETK |
| 50 | ewine opener |
| 51 | Yokoshibrands |
| 52 | WhyShop |
| 53 | Sandra H |