

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

MERCIS B.V.,

Plaintiff,

v.

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

Defendants.

Case No.: 1:21-cv-04107

Judge Matthew F. Kennelly

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, MERCIS B.V.’s (“MERCIS” 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 and copyright. *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 MIFFY trademarks, U.S. Trademark Registration Nos. 2,210,029; 2,393,442; 2,482,597; 4,248,049; 5,516,174; 5,652,014; 5,663,554 and 5,663,610 (collectively, the “MIFFY Trademarks”) and/or products infringing the MIFFY Work, Copyright Registration No. VA 1-054-563 (the “MIFFY 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 MERCIS’s previously granted Motion for a Temporary Restraining Order establishes that MERCIS has a likelihood of success on the merits; that no remedy at law exists; and that MERCIS will suffer irreparable harm if the injunction is not granted.

Specifically, MERCIS has proved a *prima facie* case of trademark infringement because (1) the MIFFY Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register and the MIFFY Work is registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use the MIFFY Trademarks and MIFFY Work, and (3) Defendants’ use of the MIFFY Trademarks and MIFFY Work are causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with MERCIS. Furthermore, Defendants’ continued and unauthorized use of the MIFFY Trademarks and MIFFY Work irreparably harms MERCIS through diminished goodwill and brand confidence, damage to MERCIS’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, MERCIS 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 the MIFFY Trademarks and MIFFY 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 MIFFY product or not authorized by MERCIS to be sold in connection with the MIFFY Trademarks and MIFFY Work;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MIFFY product or any other product produced by MERCIS, that is not MERCIS's or not produced under the authorization, control or supervision of MERCIS and approved by MERCIS for sale under the MIFFY Trademarks and MIFFY Work;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of MERCIS, or are sponsored by, approved by, or otherwise connected with MIFFY;
 - d. further infringing the MIFFY Trademarks and MIFFY Work and damaging MERCIS's goodwill;
 - e. otherwise competing unfairly with MERCIS 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 MERCIS, nor authorized by MERCIS to be sold or offered for sale, and which bear any of the MIFFY Trademarks and MIFFY Work or any reproductions, counterfeit copies or colorable imitations thereof;
 - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, 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 MIFFY products; and
 - h. operating and/or hosting at the Online Marketplace Accounts 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 MIFFY Trademarks and MIFFY Work or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine MIFFY product or not authorized by MERCIS to be sold in connection with the MIFFY Trademarks and MIFFY Work.
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 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 MIFFY Trademarks and MIFFY 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 MIFFY Trademarks and MIFFY Work; and
 - c. take all steps necessary to prevent links to the Defendant Online Marketplace Accounts 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, 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 MERCIS 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. 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 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 Frank Padberg; 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 ten (10) 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 Frank Padberg; 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. MERCIS 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 Frank Padberg 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 “Arisase 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 two days' notice to MERCIS or on shorter notice as set by this Court.
9. The \$10,000 bond posted by MERCIS 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 Online Marketplace Accounts; (2) screenshot printouts showing the active Defendant Internet Stores (Exhibit 3 to the Declaration of Frank Padberg) [12] and (3) the Temporary Restraining Order [16].

Dated: August 24, 2021



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	Arisase
2	bao zhou wu can yin guan li you xian gong si
3	Bo Peng Department Store Supermarket
4	COZISO USA
5	CPUKS
6	DaLaoPingZhongXin
7	FangFangUS
8	fantengerr
9	FROM SHASHA SHOP WAN
10	FUTER US
11	gedengshangmao
12	guangzhouxinnengshiyeyouxiangongsi
13	guizhouyige
14	Hangzhou Yumeng Medical Technology Co., Ltd.
15	HeiLongJianGongSi
16	heyanzuoBM123
17	HSSKSP
18	Jiawei Xue
19	JinRiRuoBianShaZhi
20	KAPOKKU
21	LianChengXianLiYiSheBaiHuoDian
22	LiaoTianLiJiaoZhen
23	LingSiLiXiaoWeiJiaJieYue
24	LoveFriday
25	PaulDHubbard
26	pengyoufu
27	Qingdao Guochen Business Management Co., Ltd.
28	ShkongGG
29	xia men si er yun mao yi you xian gong si
30	xiamen hong ying xi mu ying yong pin youxiangonsi
31	xiebunao
32	xixianxinqufengdongxinchengtianjiabaihuodian
33	YEVEM
34	Yizhichu1990
35	YongDingQuLanLianMuBaiHuoDian1
36	YOUHUI
37	YUWEIHUAZHUANGPIN
38	yuxin666
39	2021 stickers Store
40	210330 Store
41	689 Store
42	A town for mothers and babies Store

43	Accompanying growth Store
44	Aceluck anglels Store
45	AET STARK Store
46	Aibureati's store
47	Aijiabei Store
48	Alien Kitty Official Store
49	AllChild Trend Store
50	AMGK Official Store
51	Baby 321 Store
52	baby inn Store
53	Baby love Store
54	Baby -Lotus Store
55	BabyDesire Store
56	BabyMomToys Store
57	backpackssince1978 Store
58	bagbagstore Store
59	BBG Car Light Store
60	BBSMT17 Store
61	BBSMT18 Store
62	BD Phone Cases Store
63	BEARONE Good-Toys Store
64	Beautifull Beads Store
65	Bonder Factory Store
66	Boutique De FGG Official Store
67	Bow Knot Material Shop Store
68	BR baby socks Store
69	Bst Baby Toy store Store
70	Buy4car Store
71	BYUP Yuanbao Store
72	BZFuture-house Store
73	Caribou Joba Store
74	CatPalace66 Store
75	Champagne Rose Hall Store
76	Childrens Fun House Store
77	Chinese china Store
78	CLOTH ART LIFE Store
79	Colorful BB Store
80	Colorful life-sports Store
81	Colorful paint Store
82	Cute Dear Official Store
83	CZ Have Fun Store
84	DAG Baby Store
85	Dalan Baby Store
86	DCHome Store
87	Dofu Store

88	doudou baby Store
89	Electric Appliance City Store
90	EZOP Official Store
91	fairytale baby Store
92	fanbu Store
93	Fardreaw Store
94	Favourite HTG Store
95	FBBALF Store
96	fdgd33125564 Store
97	feng qing department stores
98	FINGLAOX Store
99	For the baby Store
100	ForKidsFun Store
101	Four spring-like Store
102	Fun shell-E Store
103	gaganight Official Store
104	Global Lighting Factory Store
105	Grape baby Store
106	Greesy car accessories Store
107	GSF DaQi Store
108	Guru Rongrong Toy Shop Store
109	hehe123 Store
110	Hi fastSend OK Store
111	HKKH Store
112	hokeyioHome Store
113	Hooyi Boutique Store
114	Hrj88888 Store
115	Hrsheng Store
116	Huaao Sanitary Ware Store
117	Huanyu Youpin Store
118	Hugwit Motor Factory Store
119	insane Store
120	Intelligent Controller Store
121	Its Your Bag Store
122	IYEAL Official Store
123	Jane Tian's store
124	JCHAO KIDS ALI Store
125	JCHAO KIDS Official Store
126	Jiecoo Store
127	JK Baby Store
128	Jomy Store
129	JORGE AMADO Official Store
130	K666L Store
131	Kanmar Living Store Store
132	kbxlife global Store

133	Kellygreen Toddler Clothes Store
134	kenzoy Store
135	Kiana6 Store
136	Kiddo Garden Store
137	Kids Clothes Factory Store
138	kidsparadise Store
139	kk66aas Store
140	Laeacco Art Decor Store
141	Laughing Store
142	Leimon Store
143	Leo-Home Textile Store
144	Lewyn Store
145	Liekkas Store
146	Life future Store
147	Life Quest Store
148	LJ Cakehouse Store
149	LJW Official Store
150	LoveCrafts Store
151	LQST Store
152	Lsun 3C Global Store
153	LuckyLee Store
154	LULU' BABY Store
155	LUNBONI Store
156	LYBOFLY Official Store
157	Magical little baby Store
158	MAIDEN VISION Baby Store
159	malwee Manufacture Store
160	Manufactory to Consumer Chinese Houseware Factory Store
161	Mayzolla baby Store
162	Mealove Store
163	MHW Store
164	Ming xia toy Store
165	MINMAX BABY BLANKET Store
166	Mocrel Official Store
167	MuYing3B Store
168	My House of life Store
169	NEW KIDS ON THE BLOCK Store
170	New Life grocery Store
171	NewWave Costume Store
172	NewYeeca Inflatable suit Store
173	NewYeeca Party Costume Store
174	Nicce Store
175	Nordic Li-fe Store
176	Null Store
177	Ocelot Fabric Factory Store

178	OHMETOY The First Toy Store
179	OrangeMom MiNiBabies Store
180	OrangeToy Store
181	Pampering baby Store
182	Pearlescent nail art & spa Store
183	PEIPAN Baby Store
184	Playvainly Store
185	PoNorl Store
186	Poodever Stylish-Home Store
187	Qimi phone accessories Store
188	QULA KAWAII RESIN Store
189	QZ Green Baby Store
190	raged sheep Official Store
191	Regina Store
192	Riccu2 Store
193	Rlaxeris Direct Store
194	ROMSUN Healthy Factory Store
195	RongYaoSM Store
196	ROOMART Store Store
197	Safety Protect OfficialFlagship Store
198	Salvatore Store
199	SAMBACOVENANT Bag Store
200	Sanmandi Store
201	SayMAMA Store
202	See you tomorrow costumes Store
203	Sexy Nightdress Store
204	Shenzhen Easinfinch Store
205	Shenzhen Just For You Factory
206	Shi-Qin Store
207	Shop 119457639 Store
208	Shop 169276549 Store
209	shop for life Store
210	Shop1034562 Store
211	Shop2721027 Store
212	Shop3114108 Store
213	Shop3249047 Store
214	Shop3652049 Store
215	Shop3853007 Store
216	Shop4101005 Store
217	Shop4736040 Store
218	Shop5005138 Store
219	Shop5224055 Store
220	Shop5241043 Store
221	Shop5243226 Store
222	Shop5581082 Store

223	Shop5594523 Store
224	Shop5599372 Store
225	Shop5631118 Store
226	Shop5705003 Store
227	Shop5710047 Store
228	Shop5783206 Store
229	Shop5786537 Store
230	Shop5796902 Store
231	Shop5830003 Store
232	Shop5876666 Store
233	Shop5884473 Store
234	Shop900248168 Store
235	Shop910316140 Store
236	Shop910333184 Store
237	Shop910349073 Store
238	Shop910354079 Store