

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

IRON MAIDEN HOLDINGS, LTD.,

PLAINTIFF,

V.

THE PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No.: 1:21-cv-03232

JUDGE SHARON JOHNSON COLEMAN

MAGISTRATE JUDGE BETH W. JANTZ

**FILED UNDER SEAL**

**SEALED TEMPORARY RESTRAINING ORDER**

THIS CAUSE being before the Court on Plaintiff, Iron Maiden Holdings, Ltd.’s (“IMH” or “Plaintiff”) *Ex Parte* Motion for Entry of a Temporary Restraining Order, including a temporary injunction, temporary asset restraint, expedited discovery, and electronic service of process, against the defendants identified on Schedule A to the Complaint (collectively, the “Defendants”) and using at least the online marketplace accounts identified on Schedule A (the “Defendant Internet Stores” or “Seller Aliases”), and this Court having heard the evidence before it hereby GRANTS Plaintiff’s *Ex Parte* Motion in its entirety.

This Court further 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, by offering to sell and ship products into this Judicial District. Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of the Iron Maiden Trademarks, which are covered by Federally

Registered Trademarks, which have been filed under seal as Exhibit 1 to the Complaint (referred to as the “Iron Maiden Trademarks”); and the Iron Maiden Copyrights, which have been filed under seal as Exhibit 2 to the Complaint (referred to as the “Iron Maiden Copyrights”).

This Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Plaintiff has presented specific facts in the Declaration of Paul Varley, paragraphs 15-24, and the Declaration of Ann Marie Sullivan, paragraphs 5-9, and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Specifically, in the absence of an *ex parte* Order, Defendants could and likely would modify registration data and content, change hosts, redirect traffic to other websites in their control, and move any assets from accounts in U.S.-based financial institutions, including PayPal accounts, to off-shore accounts. *Id.* As other courts have recognized, proceedings against those who deliberately traffic in counterfeit merchandise are often useless if notice is given to the adverse party.

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 Iron Maiden 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 IMH product or not authorized by Plaintiff to be sold in connection with its Iron Maiden Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine IMH product or any other product produced by Plaintiff, that is not Plaintiff's, and is not produced under the authorization, control, or supervision of Plaintiff, and/or approved by Plaintiff for sale under Plaintiff's Iron Maiden Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with IMH;
- d. further infringing Plaintiff's Iron Maiden Trademarks and Iron Maiden Copyrights, and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's Iron Maiden Trademarks and/or Copyrights, 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 domain name or Seller Alias account that is being used to sell, or is the means by which Defendants could continue to sell, Counterfeit IMH Products; and,
- h. operating and/or hosting websites at any other online marketplace or domain name registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's Iron Maiden Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof

that is not a genuine IMH product or not authorized by Plaintiff to be sold in connection with Plaintiff's Iron Maiden Trademarks.

2. Each Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate, (c) their financial accounts, including all PayPal accounts, and (d) the steps taken by each Defendant to comply with paragraph 1, a through h, above.
3. The domain name registries for any Defendants' domain names, including, but not Limited to: VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall disable the Defendants' domain names and make them inactive and untransferable until further ordered by this Court.
4. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant domain names, and domain name registrars, 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 Iron Maiden Trademarks, including any accounts associated with the Defendants listed on 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 Iron Maiden Trademarks; and
  - c. Take all steps necessary to prevent links to the online marketplace accounts identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Seller Aliases from any search index.
5. 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' websites at the online marketplace accounts or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as 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, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to Plaintiff 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, the Defendants' other Seller Aliases and/or websites, and Defendants' financial accounts, as well as providing a full accounting of Defendants'

sales and listing history related to their respective Defendant Internet Stores and other Defendant websites;

- c. Defendants' websites and/or any online marketplace accounts;
- d. Any domain name registered by Defendants;
- 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, PayPal, Alibaba, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. Defendants and any persons and/or entities 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.

7. PayPal, Inc. ("PayPal") shall, within five (5) 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 and related to Defendants, Defendants' online marketplace accounts or Defendants' websites, including, but not limited to, any PayPal accounts connected to and related to the information listed in Schedule A and the email addresses associated with the Defendants that are identified by either Defendants or third parties;
- b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

8. ALIPAY US, INC. (“ALIPAY”), Amazon Payments, Inc. (“Amazon”), ContextLogic, Inc. (“WISH”), Etsy, and eBay, Inc. (“eBay”) (collectively, “Online Marketplaces”), and all other e-commerce platforms in privity with Defendants, and their respective related companies and affiliates, shall within five (5) business days of receipt of this Order:
  - a. Identify and restrain all funds, as opposed to ongoing account activity, in, or which hereafter are transmitted, into the online marketplace accounts related to Defendants as identified on Schedule A, as well as all funds in, or which are transmitted, into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), any of the other accounts subject to this Order; and (iii) any other accounts tied to or used by any of the Seller Aliases identified on Schedule A;
  - b. Provide Plaintiff’s counsel with all data which details (i) an accounting of the total funds restrained and the identification of the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained; and,
  - c. Prevent the transfer or surrender of any and all funds restrained by this Order for any purpose (other than pursuant to a chargeback made pursuant to the Online Marketplace’s security interest in the funds) without the express authorization of this Court.
9. 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 five (5) business days of receipt of this Order:
  - a. Locate all accounts and funds connected to Defendants, Defendants’ online marketplace accounts or Defendants’ websites, including, but not limited to, any

accounts connected to the information listed in Schedule A and the email addresses associated with the Defendants that are identified by either Defendants or third parties; 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.

10. Plaintiff 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 and/or by sending an e-mail to any e-mail addresses provided for Defendants by Defendants or any 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 "Beautiful costumes Store and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars 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.
11. Plaintiff's Amended Complaint, Exhibit 1 to the Complaint, Exhibit 2 to the Complaint, Schedule A to the Complaint, Motion for Temporary Restraining Order and its memorandum and supporting pleadings and exhibits, Motion for Electronic Service of Process and its memorandum and supporting pleadings and exhibits, and this Order shall remain sealed until further order of this Court. Plaintiff shall move this Court to unseal all documents prior to the expiration of this Order..
12. Plaintiff shall deposit with the Court Ten Thousand Dollars (\$10,000.00), either cash, cashier's check (payable to Clerk, US District Court), or surety bond, as security, which amount was



determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

13. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.
14. This Temporary Restraining Order without notice is entered at 9:15 a.m. on June 23, 2021, and shall remain in effect for fourteen (14) days.

A handwritten signature in black ink, appearing to read "Sharon Johnson Coleman", written over a horizontal line.

Sharon Johnson Coleman  
United States District Judge

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XYZ CORPORATION,

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MAGISTRATE JUDGE BETH W. JANTZ

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**SCHEDULE A TO THE COMPLAINT**

<b>No.</b>	<b>DEFENDANT / SELLER ALIAS</b>	<b>MARKETPLACE URL</b>
1	Beautiful costumes Store	aliexpress.com/store/5041175
2	Boutique Painting Store	aliexpress.com/store/3143060
3	jinxuetiyu Store	aliexpress.com/store/911876012
4	PLAYBACKMODA Store	aliexpress.com/store/911552114
5	Shop5791904 Store	aliexpress.com/store/5791904
6	Shop911731211 Store	aliexpress.com/store/911731211
7	Shop911751969 Store	aliexpress.com/store/911751969
8	Shop911758964 Store	aliexpress.com/store/911758964
9	Shop911766033 Store	aliexpress.com/store/911766033
10	Shop911767025 Store	aliexpress.com/store/911767025
11	Better-Fun	amazon.com/sp?seller=A1LJ0RDFTZ1VB
12	Bonjour888	amazon.com/sp?seller=A163WZCOJOFFPZ
13	Jomasks	amazon.com/sp?seller=AW2B7HY7UQ42B
14	minoti-style	amazon.com/sp?seller=A3FNIHA9EK1B6Q
15	NJbaisha	amazon.com/sp?seller=AZA1NT0WGIQVR
16	ZAEN	amazon.com/sp?seller=AKZ1D3DQA7AIX
17	beizhijiushangmao1	amazon.com/sp?seller=A1K3QZVOME7OZ
18	Britni Lowe	amazon.com/sp?seller=A32N5CMS8SSAM2

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
19	Crazyhot	amazon.com/sp?seller=A2WFTLSYHAC5A3
20	Dhyegb	amazon.com/sp?seller=A580NMQ6QG3II
21	dssl	amazon.com/sp?seller=A2NPH1AEWY9Q2E
22	Exyloes	amazon.com/sp?seller=A36IQBL7PUPQQZ
23	Fashion-YXJ	amazon.com/sp?seller=AFNHJTUNYB1SP
24	GainAndLoss	amazon.com/sp?seller=A1S6SRN2PLUXZL
25	Gtedience	amazon.com/sp?seller=A1JK9X25DO12AF
26	Happy Tee	amazon.com/sp?seller=A2AL603J1UMZQD
27	henanreboshangyeguanliyouxiangongsi	amazon.com/sp?seller=A2P2XJVVVDU88J4
28	HereInMyArms	amazon.com/sp?seller=ALTB8W915LQ6T
29	HLP huangliping	amazon.com/sp?seller=A18TM3GF4NP3UI
30	Hongyishangmao60	amazon.com/sp?seller=A3JGB50865CCMN
31	Isonomesonly	amazon.com/sp?seller=A3R5ZALV9X3Y8Z
32	JAMIJAMISON	amazon.com/sp?seller=A1OXXGCIIBSVAT
33	jdskhui	amazon.com/sp?seller=A2TW69ZOQHV4G9
34	JiaFuLingDianZi	amazon.com/sp?seller=A3NYEQK2Q1IDC4
35	kebaihuodian85	amazon.com/sp?seller=A2GQ6D2SHA72RD
36	KIMLOKShop	amazon.com/sp?seller=AZYDITMN0IG9M
37	klscio	amazon.com/sp?seller=A19YIS39OZ8PE5
38	LEMETVFB	amazon.com/sp?seller=A1CEBPZEFO023U
39	LouHiyk	amazon.com/sp?seller=A1Z5EDOGBM6700
40	Lovely cat6	amazon.com/sp?seller=A21OWB518S5J76
41	Lubors A	amazon.com/sp?seller=AMBZ05AH5WSP9
42	MUGEEK STORE	amazon.com/sp?seller=A2JP3EFIYSNIUR
43	Paulus Tee Art	amazon.com/sp?seller=A15MMO8E4E5A45
44	Phirokishuka	amazon.com/sp?seller=A27YSTUAW8T7EF
45	QianlongKI	amazon.com/sp?seller=AQH9JPUJQVEDU
46	Qingdao Guochen Business Management Co., Ltd.	amazon.com/sp?seller=A55P4GB8IAWI0
47	QinghuaStore	amazon.com/sp?seller=A238GXIIYG0Y8Q9
48	QWtdh	amazon.com/sp?seller=AX0HXNAGA0BFK
49	R-CK&R-LL	amazon.com/sp?seller=ADL14KP4EXRFO
50	RedieStore	amazon.com/sp?seller=A45RRMB26B75B
51	Royal&Co	amazon.com/sp?seller=A1XT3UY3SI7FDV
52	Rozov Shops	amazon.com/sp?seller=A2O24OURPJGRIT

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
53	Ruirui Electronic Products	amazon.com/sp?seller=ARH62CMMYHIYB
54	ShenLong	amazon.com/sp?seller=A36BH2KJO914R3
55	Tammie Bongard	amazon.com/sp?seller=AIYXR072J0N20
56	thinxianey	amazon.com/sp?seller=A4WGJ8P7MFIJK
57	TongChengKunShenBaiHuoDian	amazon.com/sp?seller=A3ERMVG9IYY75T
58	TORNEDAVIS SHIA	amazon.com/sp?seller=A14HYLAC13NJ79
59	UMTr-CoLi	amazon.com/sp?seller=A1Q8YE3CM8CI4G
60	VINYL PLANET ART	amazon.com/sp?seller=A292AX71QYL31U
61	Win-US	amazon.com/sp?seller=A26LQV1P9E80ZR
62	XianYangShiWeiChengQuShuShuoFu ZhuangDian	amazon.com/sp?seller=A12GYTAHJMLCP1
63	XiaoNannan	amazon.com/sp?seller=AUADJHJST19AL
64	YUEAN	amazon.com/sp?seller=AZ5OAE2ZG5G3I
65	Yuzhou Agricultural	amazon.com/sp?seller=A1VJMCVZ89PMT7
66	FathulHalim	bonanza.com/booths/FathulHalim
67	KATANI	bonanza.com/booths/KATANI
68	Mantas Shopping	bonanza.com/booths/MantasU
69	REDGORILLA CO	bonanza.com/booths/redgorilla
70	10x8rus	ebay.com/usr/10x8rus
71	amazingstuff01	ebay.com/usr/amazingstuff01
72	auto-unique	ebay.com/usr/auto-unique
73	betonblack72	ebay.com/usr/betonblack72
74	cawi32	ebay.com/usr/cawi32
75	chiboukiqc	ebay.com/usr/chiboukiqc
76	cipalpale	ebay.com/usr/cipalpale
77	cpnews	ebay.com/usr/cpnews
78	digitrade99	ebay.com/usr/digitrade99
79	dolphin-design-2012	ebay.com/usr/dolphin-design-2012
80	doti24	ebay.com/usr/doti24
81	imageimpulseart	ebay.com/usr/imageimpulseart
82	ipatch-store	ebay.com/usr/ipatch-store
83	jo_and_mikes_merchandise	ebay.com/usr/jo_and_mikes_merchandise
84	konradskala	ebay.com/usr/konradskala
85	mabusale	ebay.com/usr/mabusale
86	magliemania	ebay.com/usr/magliemania

<b>No.</b>	<b>DEFENDANT / SELLER ALIAS</b>	<b>MARKETPLACE URL</b>
87	merchandise4less88	ebay.com/usr/merchandise4less88
88	musikmachineman	ebay.com/usr/musikmachineman
89	mygeneration123	ebay.com/usr/mygeneration123
90	mymusicmerch	ebay.com/usr/mymusicmerch
91	naschy_mx	ebay.com/usr/naschy_mx
92	nice_illusion	ebay.com/usr/nice_illusion
93	northern.angling.supplies	ebay.com/usr/northern.angling.supplies
94	outlawmerchandise	ebay.com/usr/outlawmerchandise
95	paradisomusic	ebay.com/usr/paradisomusic
96	play-it-wear-it	ebay.com/usr/play-it-wear-it
97	printbuddy1	ebay.com/usr/printbuddy1
98	purecanvascompany	ebay.com/usr/purecanvascompany
99	retrobel	ebay.com/usr/retrobel
100	rockyou-records	ebay.com/usr/rockyou-records
101	sib-zakaz	ebay.com/usr/sib-zakaz
102	skalpel-record	ebay.com/usr/skalpel-record
103	sticker-stop	ebay.com/usr/sticker-stop
104	sticker.international	ebay.com/usr/sticker.international
105	tolhurstvinylart	ebay.com/usr/tolhurstvinylart
106	top_reach	ebay.com/usr/top_reach
107	touchofimpression	ebay.com/usr/touchofimpression
108	vanessa_metal	ebay.com/usr/vanessa_metal
109	wildswanserbia11	ebay.com/usr/wildswanserbia11
110	wmaschiosabre	ebay.com/usr/wmaschiosabre
111	wyntersemporium	ebay.com/usr/wyntersemporium
112	yaanish	ebay.com/usr/yaanish
113	yachew_ltd	ebay.com/usr/yachew_ltd
114	yensurahm0	ebay.com/usr/yensurahm0
115	ttsgdm-9	ebay.co.uk/usr/ttsgdm-a?
116	marlet	http://marlet.ecrater.com
117	pandemonium	http://pandemonium.ecrater.com
118	taniaclothing	http://taniaclothing.ecrater.com
119	witchykitt-designs	http://witchykitt-designs.ecrater.com
120	GaussWorkshop	etsy.com/uk/shop/GaussWorkshop
121	MariaStripe	etsy.com/uk/shop/MariaStripe

No.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
122	StylianouBoutique	etsy.com/uk/shop/StylianouBoutique
123	SUNCLOTHES99	https://sunclothes99.com/
124	TEESHIRTSPRINGS	https://teeshirtsprings.com/
125	TEEZILY	teezily.com/en-us
126	HELIUS STORE	heliustore.com
127	IROCKERS CAMP	headream.com
128	KINGTEEUS	https://kingteeus.com/
129	STEREO SOCKS	https://stereo-socks.com/
130	Elfleda	wish.com/merchant/5fe42e0a6a1cf84fd5ccfdd6
131	fengjianhua123456	wish.com/merchant/5f684bd9ae832600454d7059
132	HeyRustyc0	wish.com/merchant/603bfad205b762124965165e
133	lilshophay	wish.com/merchant/5f3c8aade09a35781f90645b
134	Little brid leg	wish.com/merchant/5d55142233f0b463da45755b
135	meigui8650	wish.com/merchant/5f827988e6dcf70960d8dc38
136	WERTW	wish.com/merchant/5e96926929e78663c63befc9
137	wwq7	wish.com/merchant/5e65a908b24fc9e6086c23e8
138	yangjinyu1236	wish.com/merchant/5fd1a5661816853d2e716c3b
139	zzx7	wish.com/merchant/5e65a12e29e7863d2005d169