

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

MOTLEY CRUE INC.,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”

Defendants.

Case No. 21-cv-04469

Judge Jorge L. Alonso

Magistrate Judge Gabriel A. Fuentes

PRELIMINARY INJUNCTION ORDER

Plaintiff MOTLEY CRUE INC. (“MÖTLEY CRÜE” or “Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS MÖTLEY CRÜE’s Motion in part as follows.

This Court finds MÖTLEY CRÜE has provided notice to Defendants in accordance with the Temporary Restraining Order entered August 30, 2021, [18] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, MÖTLEY CRÜE has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller

aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of MÖTLEY CRÜE's federally registered trademarks, which are covered by U.S. Trademark Registration Nos. 1,407,430; 3,264,871; 3,941,074; and 3,683,197 (the "MÖTLEY CRÜE Trademarks") to residents of Illinois. In this case, MÖTLEY CRÜE has presented screenshot evidence that each Defendant e-commerce 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 the MÖTLEY CRÜE Trademarks. *See* Docket No. 14, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the MÖTLEY CRÜE Trademarks.

This Court also finds that the injunctive relief previously granted in the 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 MÖTLEY CRÜE's previously granted Motion for Entry of a TRO establishes that MÖTLEY CRÜE has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that MÖTLEY CRÜE will suffer irreparable harm if the injunction is not granted.

Specifically, MÖTLEY CRÜE has proved a *prima facie* case of trademark infringement because (1) the MÖTLEY CRÜE 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 any of the MÖTLEY CRÜE Trademarks, and (3) Defendants' use of the MÖTLEY CRÜE Trademarks is causing a likelihood of confusion as to the origin or

sponsorship of Defendants' products with MÖTLEY CRÜE. Furthermore, Defendants' continued and unauthorized use of the MÖTLEY CRÜE Trademarks irreparably harms MÖTLEY CRÜE through diminished goodwill and brand confidence, damage to MÖTLEY CRÜE's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, MÖTLEY CRÜE 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 preliminarily enjoined and restrained from:
 - a. using the MÖTLEY CRÜE Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine MÖTLEY CRÜE product or not authorized by MÖTLEY CRÜE to be sold in connection with the MÖTLEY CRÜE Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MÖTLEY CRÜE product or any other product produced by MÖTLEY CRÜE, that is not MÖTLEY CRÜE's or not produced under the authorization, control, or supervision of MÖTLEY CRÜE and approved by MÖTLEY CRÜE for sale under the MÖTLEY CRÜE Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of MÖTLEY

CRÜE, or are sponsored by, approved by, or otherwise connected with MÖTLEY CRÜE; and

- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, or returning products or inventory not manufactured by or for MÖTLEY CRÜE, nor authorized by MÖTLEY CRÜE to be sold or offered for sale, and which bear any of MÖTLEY CRÜE's trademarks, including the MÖTLEY CRÜE Trademarks, or any reproductions, counterfeit copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Upon MÖTLEY CRÜE's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as PayPal, Inc. ("PayPal"), ALIPAY US, INC. ("Alipay"), ContextLogic, Inc. ("WISH"), Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHgate.com DHPORT, DHLINK, and DHPAY ("DHgate") (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to MÖTLEY CRÜE expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:
 - a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;

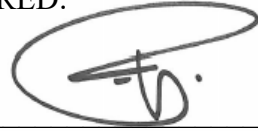
- b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active 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, Alipay, WISH, DHgate, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
- 4. Upon MÖTLEY CRÜE's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the MÖTLEY CRÜE Trademarks.
- 5. Any Third Party Providers, including PayPal, Alipay, WISH, and DHgate, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, 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; 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. MÖTLEY CRÜE may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website 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. The Clerk of the Court is directed to issue a single original summons in the name of "xmjm youth0123 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 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.
7. Plaintiff's Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Thomas Schlegel [14], and the TRO [18] are unsealed.
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 Ten Thousand Dollar (\$10,000) bond posted by MÖTLEY CRÜE shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

A handwritten signature in black ink, consisting of a large, loopy 'J' followed by 'L. A.' and a period.

Jorge L. Alonso
United States District Judge

Dated: September 28, 2021

Schedule A

No.	Defendants
1	xmjmyouth0123
2	xuhui38524
3	xuhuiqiang Store
4	xujingwen767548
5	xuxiaolong12641
6	xuxiaolong1316
7	xuxingying Store
8	xuyanmei48526
9	xuyuehui3214
10	xuzhihao37173
11	yangshufen987
12	yangshupe36285
13	yangtao7603
14	yanmingqing28645
15	yanzxia
16	yaoyanfang8888
17	yaqunfa
18	ydbsl41242
19	yiguo fashion
20	yinlanzhi1
21	yllzesapr91
22	yonxincufang
23	yqhasldnasndz
24	zaaejbshop
25	zengli1006
26	zengxiang13209
27	zhangbaishuai5018
28	zhangbiling1
29	zhangchi13935
30	zhangdainsdc
31	zhangjing75484967675
32	zhanglilei77203
33	zhangliyun1953
34	zhangtianshuo123
35	zhangxiaolan31080
36	zhaochunsheng4645795
37	zhengxianliang45686
38	zhengyawen333
39	zhenxiaojie2618
40	zhongdawen Store
41	zhoujiyong66058
42	zhoutiancheng3314
43	zhoutiantian62687
44	zhouwenwen856365623
45	zhouyawei5616
46	zhuangzhouzahuopu

47	zhuhaijun6761
48	zhuzhuxiayin
49	100% cotton it T-shirt S Store
50	100% cotton it T-shirt Store
51	100% cotton printing 02 Store
52	100% cotton T-shirt 02 Store
53	100% cotton T-shirt 129 Store
54	100% cotton T-shirt 171 Store
55	100% cotton T-shirt 176 Store
56	100% cotton T-shirt 214 Store
57	100% cotton T-shirt 41 Store
58	100% cotton T-shirt 47 Store
59	100% cotton T-shirt 79 Store
60	100% Cotton T-shirts 30 Store
61	100% Cotton T-shirts DD Store
62	100% Cotton T-shirts I Store
63	100% cotton.....tshirts Store
64	228899 Store
65	666tshirts Store
66	667788 Store
67	a666999 Store
68	a668899 Store
69	Aimsnug Inc. Store
70	Amtfuat Store
71	bao li Store
72	bao ma8 Store
73	Chimpion- tshirt Store
74	CIGNAWIND Store
75	Clairy Store
76	cotton 100% men tshirt Store
77	Cotton t-shirt R Store
78	Cotton t-shirt YY Store
79	CrazyTshirt Store
80	cute-love Store
81	Dongdong short-sleeved 08 Store
82	DPP12 Store
83	Fisherlululu01 Store
84	GODMENTEE06 Store
85	good 226 Store
86	Green Dennis Waseca Store
87	Guerlen Store
88	hai ou Store
89	Happie Queens Store
90	HDA Store
91	hei ma Store
92	hotting tshirt store 15126 Store
93	HUANGYINGXIAODIANGOUWU Store
94	Jaegery Store
95	JIAJIAIYI Poster & Decor Painting Store

96	JIAN POSTER&PICTURE Store
97	jian" Store
98	KDH.6 Store
99	kiking Store
100	la fei Store
101	Layor-Fashion Store
102	Le Palais Store
103	Leimon Store
104	li an Store
105	li xiao long Store
106	luckeyxuan Official Store
107	Maladi Store
108	Nicedear Store
109	ORO Store
110	PANDALA Store
111	pian xue Store
112	RedBubble Store
113	shang yun Store
114	shop 5843624 Store
115	shop YM13 shop Store
116	Shop5369272 Store
117	Shop5376248 Store
118	Shop5423007 Store
119	Shop5881825 Store
120	shop588569 Store
121	Shop5889795 Store
122	Shop910363080 Store
123	Shop910363295 Store
124	Shop910368417 Store
125	Shop910370221 Store
126	Shop910451209 Store
127	Shop910456150 Store
128	Shop910742134 Store
129	Shop911086015 Store
130	Shop911223068 Store
131	Shop911546091 Store
132	Shop911571245 Store
133	Shop911728240 Store
134	Shop911729226 Store
135	Shop911736189 Store
136	Shop911739148 Store
137	Shop911747753 Store
138	Shopper25 Store
139	Sinor Men Women Clothes Store
140	Taurus1995 Store
141	TopTShirt58 Store
142	Trend Frontline2 Store
143	T-shirt 07 Store
144	Uwanna Store

145	Versece Store
146	Very good T-shirt 189 Store
147	Very good T-shirt yy Store
148	Vtejte Store
149	aifuzhuang
150	baorongmaoyi
151	Bestbusiness88
152	cthebelt38
153	dongzhiguangzhineng
154	liuquleshi
155	minyouhuakeji
156	Yaxunfuzhou
157	Yuanyiweisio
158	zym56001