

**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.

Civil Action No.: 1:21-cv-04568

Hon. Steven C. Seeger

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 as follows.

This Court finds MÖTLEY CRÜE has provided notice to Defendants in accordance with the Temporary Restraining Order entered November 12, 2021, [16] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, without 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. Docket No 12 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;

- d. further infringing Plaintiff's MÖTLEY CRÜE Trademarks and damaging MÖTLEY CRÜE's goodwill;
 - e. manufacturing, 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 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 thereof;
 - f. 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 MÖTLEY CRÜE Products; and
 - g. operating and/or hosting websites operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's MÖTLEY CRÜE Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine MÖTLEY CRÜE product or not authorized by MÖTLEY CRÜE to be sold in connection with Plaintiff's MÖTLEY CRÜE Trademarks.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, eBay, Inc. ("eBay"), PayPal, Inc.

(“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), Alipay, US, Inc. and its related companies and affiliates including AliExpress and Alibaba Group Holding Ltd. along with any related Alibaba entities (collectively, “Alipay”), and SIA Joom which operates the Joom.com platform (“Joom”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing, and Yahoo, shall within fifteen (15) 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 MÖTLEY CRÜE 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 MÖTLEY CRÜE Trademarks; 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 shall, within ten (10) business days after receipt of such notice, provide to MÖTLEY CRÜE expedited discovery, including 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;

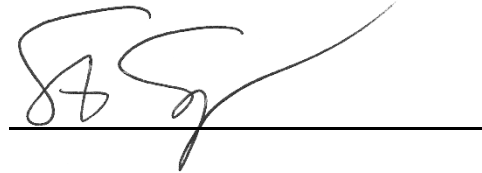
- b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, and Defendant's financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts;
 - c. Defendants' websites and/or any Defendant Internet Stores;
 - d. The Defendant Internet Stores or any other accounts registered by Defendants; and
 - e. 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, eBay, PayPal, WISH, Amazon, Alipay, Joom, 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 fifteen (15) 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, PayPal, WISH, Amazon, Alipay, and Joom, shall, within fifteen (15) 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 eBay, PayPal, WISH, Amazon, Alipay, and Joom accounts connected to the information listed in Schedule A hereto, or 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.
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 fifteen (15) 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 2 to the Declaration of Thomas Schlegel; 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. 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/or 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 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.
9. Any Defendant or third party impacted by this Order may file a motion for appropriate relief.
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) screenshot printouts showing the active Defendant Internet Stores (Exhibit 2 to the Declaration of Thomas Schlegel) [12]; and (3) the Temporary Restraining Order [16].
11. The Two Hundred Sixty-Nine Thousand Dollar (\$269,000) 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.

Date: December 13, 2021

A handwritten signature in black ink, appearing to read 'S. Seeger', is written over a solid horizontal line.

Steven C. Seeger
United States District Judge

Schedule A

No.	Defendants
1	7.us634
2	kumnin-0
3	DISMISSED
4	oke_store
5	splash-119
6	tr3145
7	wildawilda_5
8	yak7171
9	2016 happiness store
10	AlanDye
11	AlexiaJonathanhOaRiB
12	Alibean
13	Amanda Diaz
14	April Ridley
15	Astronaut Diary
16	AuthorityJosep
17	bingrtugh
18	boss cosmetics
19	bulin35093
20	CaimiyamP
21	Camp Bow Wow Houston
22	chaotianpeng91303
23	Cheeked Costco Co.
24	chengqin63092
25	chenmingming614632
26	chongpeicheng45285
27	ciduyfidsuufy
28	CONBIRD SUR
29	Dalingna
30	david collins An
31	Defensester
32	digda15201
33	dingchuanhui29418
34	du juan
35	duanfuqing07253
36	duanyaping39983
37	ecopathogenic
38	enzymopathy
39	Ethelene
40	facilitoandre2
41	fanchengbing81790
42	fanxiaojuan870625

43	Fashionable feeling
44	Fiesta Travel
45	francia y paris
46	francisk
47	fuq9258shop
48	fuyangyang3386
49	fuyejiu68781
50	Galaxy Man Man
51	gaoshuzhi23487
52	gaozijun79463
53	garey4cr2r2b
54	geshaolin19502
55	gewenxi15035
56	gfdsds
57	Ghombro
58	guotian fashion
59	hanfufang60416
60	hanminghui48564
61	harold manuel
62	HAWG STOP BAR & GRILL
63	hclaldnasoap
64	hepengpeng02311
65	hjftuiurtytr
66	hmwaeke
67	HuanXiangstore
68	hybridization
69	jaohdfih
70	Jaxuadi
71	Jaycjohnso
72	Jennifera
73	JERRY home decoration store
74	jhdqjwghdkqhjwdqd
75	JIANGsuping
76	jiangweibo19086
77	jiaoyunshuo70859
78	jirao87673
79	jizhoulianghjsshop
80	jkyuikuy
81	jocko1ig68gu
82	John E. Walker
83	jostling
84	jwzqn7shop
85	Kelly Shatzer
86	KellyElmeruDIX
87	kongjun Store

88	Kusrusa
89	lacasadeloshuevosdeoro
90	LessDonn
91	lichengbiao29485
92	ligang90492
93	lihao997
94	lijunjun19326
95	lingzh528
96	linqikun13172
97	linxiangping12357893
98	lirong43
99	lishuangshuang25925
100	liubo90722
101	Liusitong0514
102	liuwei79351
103	liuxiaoduo68873
104	liuyan80960
105	liuyin55630
106	liuyongting48467
107	liuzhen fashion
108	liuzuopeng18013
109	liyanxiao22350
110	lizhaojian0108
111	lizhengyang65589
112	liziyi09458
113	lubinbin25065
114	lujiazhen92883
115	luorenbin8888
116	lvwenjia Store
117	mafanglin92367
118	MALING998
119	maritonucleus
120	maxiaobin464848
121	Melissa Haupricht
122	Mieyami Giftsbags
123	Mingyouyuexi
124	Monkeryher
125	mr789dt
126	nativeeast
127	neriantin
128	nicholsonite
129	NOOdlesd
130	Oswaldo food fast online
131	panmingxia43698
132	penghonglong09363

133	PRODUCCIONES MUSICALES
134	QZZWER
135	RalapEvanjDjD
136	raozeman76140
137	Raylynn Wiggins
138	renzhongyi40225
139	Rigaruecking
140	Rosaqw
141	shenlijian20145
142	shennan051371
143	shidongfeng48573
144	shiyahao26129
145	songchangsong48531
146	songruibin5847
147	ssdgsdtstdsuayd
148	stinnethueyh
149	sunchuangwei8163
150	sunyingshuang13574
151	súper ocho variedades
152	surprise tiger
153	survived
154	tangjinlong875464
155	TheConnors
156	tianwenshuai4731
157	tianwuchuang51521
158	tianyongyong20
159	tianzhipeng07018
160	Tim L Young
161	Tobys St-tore
162	tongjun66923
163	Torreshio
164	Variedades Yuli
165	vbmcfgherw
166	virtued
167	visinism
168	waiawaimi
169	wangao5023
170	wangbing21268
171	wangdongqi10380
172	wanglei Store
173	wangsijie44399
174	wangxianjuan4646894
175	wangzhenting Store
176	wanjingtong10043
177	Wear beet

178	weozhid
179	wfh36
180	wuchunyun1840
181	wukai69459
182	wuyujie9437
183	wypoqiwwukajsdh
184	xld6c15
185	Xianshuyuan
186	xiaofeng26174
187	xinnana02169
188	xizhenyong12825
189	xzyajsdbbzx
190	yangqingsong93041
191	yanxibin7382
192	yanziga
193	yaopeng975454
194	yaoyuanfeng62478
195	yinhongwei39731
196	yinxinlong2393
197	yuelweistore
198	yuerhu28929
199	yumin00430
200	Yupios
201	Yushengning
202	yuyang49029
203	zhangchaolan07083
204	zhangfengcheng865548
205	zhanghaiqiang29295
206	zhanghangshuo83630
207	zhangjiangdu67369
208	zhangjunyun28377
209	zhangli81726
210	zhangliang3552
211	zhangliangwei00906
212	zhangrongsheng93110
213	zhangshuai81052
214	zhangxiuxia856356
215	zhangxiyang02012
216	zhangyaobin80689
217	zhanshikaixuan
218	zhaoli97780
219	zhouchun40240
220	zhoufeifan38008
221	zhuyaling Store
222	ZOU FEN FEN Women's boutique socks shop

223	Anndys
224	ChenChengkou
225	dacangdahe
226	fashion ornaments
227	hdvdfbv
228	hflmflgs
229	Hongrunkang
230	Huocu Odianzi
231	Julie G Le
232	Kathyaestevez
233	NanYangBaiLinWangLuoKeJiGongSi
234	NaPingShiJianYangQuQiTaiChuanMeiYouXianGongSi
235	qiaozhan
236	Sandra Peterson
237	W.art.Poster
238	WeiWenJingShop
239	WuJianYu2345
240	zifanshangmaoyouxiangongsi
241	100% cotton T-shirt AQ Store
242	169999 tshirts Store
243	ai bu Store
244	Cashiona Apparel Store
245	cotton T-shirt 77 Store
246	Cotton T-shirts KK Store
247	Cotton T-shirts L Store
248	GaG Store
249	idd tshirts Store
250	KKYY Store
251	LYJ889988 Store
252	myjava Store
253	SHOP 99000150 Store
254	shop56468 Store
255	Shop910331246 Store
256	Shop910699006 Store
257	Shop910948053 Store
258	vonl-uxe Store Store
259	weihaixing Store
260	WT04 Store
261	xian you Store
262	xiezheng666 Store
263	YinQingA2 Store
264	ymx01 Store
265	ymx02 Store
266	Zaey-Fashion Store Store
267	ZKH.12 Store

268	DISMISSED
269	DISMISSED