

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

GLOBAL MERCHANDISING SERVICES
LTD.,

Plaintiff,

v.

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

Defendants.

Case No. 21-cv-04669

Judge John J. Tharp, Jr.

Magistrate Judge Young B. Kim

PRELIMINARY INJUNCTION ORDER

Plaintiff GLOBAL MERCHANDISING SERVICES LTD. (“GLOBAL”) 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”). After reviewing the Motion and the accompanying record, this Court GRANTS GLOBAL’s Motion in part as follows.

This Court finds GLOBAL has provided notice to Defendants in accordance with the Temporary Restraining Order entered September 2, 2021, ECF No. 14 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that GLOBAL has provided a basis to conclude that Defendants have sold products using infringing and counterfeit versions of GLOBAL’s federally registered trademarks (the “MOTÖRHEAD 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 GLOBAL's previously granted Motion for Entry of a TRO establishes that GLOBAL has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that GLOBAL will suffer irreparable harm if the injunction is not granted.

Specifically, GLOBAL has proved a *prima facie* case of trademark infringement because (1) the MOTÖRHEAD 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 MOTÖRHEAD Trademarks, and (3) Defendants' use of the MOTÖRHEAD Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with GLOBAL. Furthermore, Defendants' continued and unauthorized use of the MOTÖRHEAD Trademarks irreparably harms GLOBAL through diminished goodwill and brand confidence, damage to GLOBAL's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, GLOBAL 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 MOTÖRHEAD 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 GLOBAL product or not authorized by GLOBAL to be sold in connection with the MOTÖRHEAD Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine GLOBAL product or any other product produced by GLOBAL, that is not GLOBAL's or not produced under the authorization, control, or supervision of GLOBAL and approved by GLOBAL for sale under the MOTÖRHEAD Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of GLOBAL, or are sponsored by, approved by, or otherwise connected with GLOBAL; and
 - d. 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 GLOBAL, nor authorized by GLOBAL to be sold or offered for sale, and which bear any of GLOBAL's trademarks, including the MOTÖRHEAD 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.

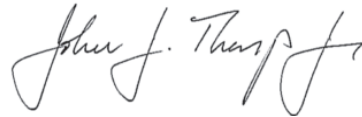
3. Upon GLOBAL's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to GLOBAL 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 and Defendants' financial accounts, including Defendants' sales and listing history; 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, Inc. ("PayPal"), Alipay, Wish.com, 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 GLOBAL'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 MOTÖRHEAD Trademarks.
5. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, 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. GLOBAL 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 "abdrfh and all other Defendants identified in the Operative 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 (ECF No. 2), Exhibit 2 to the Declaration of Thomas Schlegel (ECF No. 12), and the TRO (ECF No. 14) 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 \$271,000.00 bond posted by GLOBAL 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, appearing to read "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.
United States District Judge

Date: October 1, 2021

Schedule A

No.	Defendants
1	abdrfh
2	AgencyMD
3	albert montano
4	All friends business
5	Anthony Keller
6	Anthony Pittard
7	Aprilas
8	Aurore Hart
9	baishuwen64316
10	baolili80195
11	bijunrong2134
12	caisen76084
13	caixingjiang39085
14	chengningbo1457
15	chengsong8023
16	chenqian20391
17	cuililei329
18	DebbyStanfordiKkEkX
19	dengjianzheng43832
20	dingxiaofeng312
21	dongchichi3183
22	dongwanchen78281
23	dongxuanliang2716
24	dorizetiqwaon
25	duanrongchang826
26	dukun Store
27	Eugene S Moore
28	fanfuxing2941
29	fengjingjing77746
30	fengjinliang9691
31	Fgecrui
32	Fiesta Travel
33	findflying2020
34	FlashFly
35	gaogejin12345
36	gaoqichao24144
37	George M Britt
38	Ginger Brown
39	gkosmew
40	gongli1234
41	Griselda R Moronta
42	guoruru53627

43	guowenting95423
44	hajianming0651
45	hanbaozhu9794
46	Hifileather
47	Homer M Hillman
48	Huangfu9820
49	jiangxinrong123
50	jinfeng05781
51	jinlei0938
52	jinzhanlian01389
53	jinzhiahao38805
54	Joanna Pridgen
55	John Cyr
56	Joyce K Evangelista
57	kongxiangyue Store
58	liangbiying66899
59	liangjunjun89937
60	liangliang75264
61	liangzhuzhu6308
62	lichuchen72735
63	ligang183
64	liguangyun21375
65	limengyuan1321
66	lirui4311
67	liruyi47081
68	LIUBOQG
69	liuxiaohan Store me
70	liuxu1679592694
71	liuxuanrong4150
72	liuxueqin889
73	liuyang48069
74	liuyang4993
75	liuyanahui4066
76	liuyingxiong216414
77	liyunjuan66668888
78	lixiaoqiao123
79	lixipeng7460
80	lizhi68670
81	lksdjfmn
82	luanting040420
83	luanzhigian
84	luiuhao
85	Lujingt
86	luokun63581
87	luolimei

88	luyirun4823
89	mafanglin92367
90	majinping68378
91	Maureen G Davis
92	mengkecen70328
93	MerlinAndrewhZnO
94	Mianmiany
95	MonsterTee
96	mutalibumaitinuer186
97	NIUPENGJKIE7651
98	NVJ Ladies'Underwear Shop
99	Olin William
100	panghaonan808
101	panhui15263
102	Piyingsi
103	puhaofer56950
104	qianfeng668
105	qinguangwu7200
106	qzfowbshy
107	Ronda Plymire
108	sgajdghfjqdhad
109	shenfukui159
110	shichen73502
111	songmingzhu1234
112	StewartPetershop9
113	StyloLeatherJackets
114	survey
115	Susan Oliva
116	tabathas accesorios gym online
117	theeslethbgyd
118	Thomas Light
119	tumengxue25836
120	Urbanvale
121	Vintage Jacket Designs
122	wangchuanyan1228
123	wangchunde11315
124	wangdongqi10380
125	wangjinxing18
126	wangjiwang7721
127	wangpu1217
128	WangXiaogQin958
129	wangyanlig
130	Wangyanzhen2580
131	wangyishi999
132	weiluying461

133	wuyanqi80312
134	xiaochunjiang1692
135	xiaofeng26174
136	xiongshanglu38620
137	xizhenyong12825
138	xuchengda6630
139	xuyuehui3214
140	xysajsdasffg
141	yangfan2000
142	yangxianling48509
143	yanmcvvd
144	yanni5037
145	yanshuwei60026
146	yejiawen06648
147	Yimeiguan258
148	yruze33
149	yujian57110
150	yuyang1314520.a
151	zengxiang13209
152	zhaixiaoci789
153	zhaiyujia64802
154	zhangbiao41653
155	zhangjiawei32329
156	zhangjing48178
157	zhangjing57591
158	zhangjingchang4786
159	zhangliju2021
160	zhangmenghan32680
161	zhangyangyang51175
162	zhangyikang50937
163	zhangyu89137
164	zhangyuting4456
165	zhangzhaosheng48386
166	zhaodexin1195
167	zhaoning64134
168	zhaoyu00799
169	zhaozikang65511
170	zhengyi123456
171	zhonglunbo1457
172	zhouzhiru86029
173	zhuangqian406
174	zhujibao27952
175	zhupingjing1791
176	zuzhijian40724
177	AAPSO

178	ANUSHYA DUSHYANTHI DEVENDRA hha
179	baihuoyouxiangongsi6543
180	Chen Minjing
181	chenjianhe
182	haikoulonghuaxuetianbaihuodian
183	Hand of God Home Furnishing Store
184	Hetilove
185	Huangguoan Art
186	Intimate Shop
187	JianpingES
188	KKOOZIU
189	Lemo3joy
190	meiwei huazhuang
191	POTIX LLC
192	RanLOng
193	Shanxikaiyuantongshangmaoyouxiangongsi
194	WANJINGBAIHUO
195	Wuhan Guangqinqing Technology Co., Ltd.
196	Wuhan Haofuda Trading Co., Ltd.
197	Wuhan Huizhiyao Trading Co., Ltd.
198	wujiekuajing
199	wuxudiyidianpu
200	WWLLStore
201	XLEshop
202	xuchangchunrongshangmao
203	yongdingquliyiwubaihuodian
204	yutuosheng
205	YuZeGao
206	zhepinshangmaoyouxiangongsi
207	岫岩满族自治县东俊涵百货商行
208	100% cotton T-shirt AR Store
209	131781316382 Store
210	15957417820 Store
211	166 Store
212	18888yang Store
213	AA Moda Store
214	ainingxue Store
215	Black samurai Store
216	Chafferer Weirdo Store
217	Close lover Store
218	Digital fun summary Store
219	Dong's Fantasy World Store
220	DuoCai Store
221	Fashion beautiful bags

222	FLLD Store
223	Fonseca sign Store
224	Have-fun Store
225	H-H Show BOX Store
226	HouseholdSupplies Store
227	HRX Hat Store
228	huatingyue Store
229	iLucky HomeArt Store
230	Integrity management1949 Store
231	J- fun summary Store
232	K- fun summary Store
233	KoKoBoo Store
234	Kuishu Store
235	Likehome Store
236	ljun202155 Store
237	lvoe hair accessories Store
238	MJ Mandy Store
239	N.01 Store
240	NO. FOUR Store
241	peikongFlagship Store
242	Pop Anime Drop Shipping Store
243	quan12345678 Store
244	Saily Garcia Decor Store
245	SELLWORLDER BOSBOOS Store
246	shaoduan Store
247	shaoYIMU Store
248	Shi-Qin Store
249	Shop2948080 Store
250	Shop5085310 Store
251	Shop5243207 Store
252	Shop5253109 Store
253	Shop910839002 Store
254	Shop910851026 Store
255	Stefan Costume Store
256	Surprise apparel Store
257	ThatFineOK Store
258	Trancycolorful Store
259	Trendy men shop Store
260	Trendy Men's and Women's Store Store
261	Usopp Anime Club Store
262	WarmHouse Store
263	WELL WELL Hat Store
264	Windless Harbor Store
265	Xiansen 1018 Store
266	xing@12345678 Store

267	YEANYI55 Store
268	YingYang Store
269	yongcui buqiao Store
270	YONGQIN Official Store
271	Zhang Zhang's Store