

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

ICONIC IMAGES, LTD.,

PLAINTIFF,

v.

THE PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE NO.: 1:21-cv-04860

JUDGE ELAINE E. BUCKLO

MAGISTRATE JUDGE YOUNG B. KIM

**PRELIMINARY INJUNCTION ORDER**

THIS CAUSE being before the Court on Plaintiff, Iconic Images, Ltd.’s (“Iconic” 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 on 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 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 Plaintiffs' Trademarks and Copyrights (collectively referred to as "Defendant Internet Store" or "Seller Aliases"). See Docket No. 10, Exhibit 3 to the Declaration of Paul Varley, which includes screenshot evidence confirming that each defendant online marketplace account does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Terry O'Neill Trademarks and Copyrights.

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 Plaintiff's previously granted Motion for a Temporary Restraining Order establishes that Iconic has a likelihood of success on the merits; that no remedy at law exists; and that Iconic will suffer irreparable harm if the injunction is not granted.

Specifically, Iconic has proved a *prima facie* case of trademark infringement because: (1) the Terry O'Neill Trademarks are distinctive marks and registered with the U.S. Patent and Trademark Office on the Principal Register; (2) Plaintiff's federally registered trademarks are valid and in full force and effect; (3) Defendants are not licensed or authorized to use any of the Terry O'Neill Trademarks and/or Copyrights; and, (4) Defendants' use of the Terry O'Neill Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Iconic. Furthermore, Defendants' continued and unauthorized use of the Terry O'Neill Trademarks irreparably harms Iconic through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage; and, therefore, Iconic 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 Plaintiff's Terry O'Neill Trademarks, Copyrights and/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 Iconic product or not authorized by Iconic to be sold in connection with Plaintiff's Terry O'Neill Trademarks and/or Copyrights;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Iconic product or any other product produced by Iconic, that is not Plaintiff's nor produced under the authorization, control or supervision of Iconic nor approved by Iconic for sale under Plaintiff's Terry O'Neill Trademarks and/or Copyrights;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Iconic, or are sponsored by, approved by, or otherwise connected with Iconic;
  - d. further infringing Plaintiff's Terry O'Neill Trademarks and/or Copyrights and damaging Iconic's goodwill;
  - e. otherwise competing unfairly with Iconic 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 Iconic, nor authorized by Iconic to be sold or offered for sale, and which bear any of Plaintiff's Terry O'Neill Trademarks, Copyrights, and/or any reproductions, counterfeit copies, or colorable imitations thereof;
  - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit Terry O'Neill Products; and
  - h. operating and/or hosting websites at the Defendant Internet Stores and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's Terry O'Neill Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Iconic product or not authorized by Iconic to be sold in connection with Plaintiff's Terry O'Neill Trademarks.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as Amazon, iOffer and 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 Internet Stores, 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 Terry O'Neill Trademarks and/or Copyrights, including any accounts associated with the Defendants listed on the 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 Terry O'Neill Trademarks and/or Copyrights; and
  - c. take all steps necessary to prevent links to the Defendant Internet Stores, identified on the Schedule A, from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores 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' websites at the Defendant Internet Stores or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as iOffer and 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 Iconic 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 Defendant Internet Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores;
  - c. Defendants' websites and/or any online marketplace accounts;
  - d. The Defendant Internet Stores or any domain name 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, PayPal, WISH, Amazon, Alibaba, 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. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”) and Alipay US, Inc. (“Alipay”) shall, or any other party and/or marketplace, or payment processor in privity with Defendants, within two (2) 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 Internet Stores or Defendants’ websites, including, but not limited to, any eBay, PayPal, WISH, Amazon and Alipay accounts connected to the information listed in the Schedule A; 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 two (2) 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 the Schedule A; 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. Iconic 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 the 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 “ and all other Defendants identified in the Schedule A to 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.

8. The Clerk of Court is directed to unseal 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 Motion to Extend the Temporary Restraining Order and the memorandum and supporting pleadings and exhibits, and the Temporary Restraining Order and Extension of the Temporary Restraining Order.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days’ notice to Iconic or on shorter notice as set by this Court.
10. The \$10,000 bond posted by Iconic shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: November 3, 2021

  
U.S. District Court Judge Elaine E. Bucklo



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**SCHEDULE A**

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	Fanshu House Store	aliexpress.com/store/4435165
2	For your Art Store	aliexpress.com/store/911705230
3	LDZF PAINTING Store	aliexpress.com/store/911881219
4	Luck Art Store	aliexpress.com/store/911928451
5	Ms Xiao Store	aliexpress.com/store/5439179
6	Alexantra Decor Store	aliexpress.com/store/911772927
7	AliExpress Yamazaki Art Poster Store	aliexpress.com/store/4043064
8	AliExpress Znamo Store	aliexpress.com/store/911396027?
9	AMZING LIFE Store	aliexpress.com/store/911808668
10	AWE Store	aliexpress.com/store/911573308
11	Bauhor Store	aliexpress.com/store/5480042
12	Brilliant Art Store	aliexpress.com/store/910364095
13	CARED YOU 7966 Store	aliexpress.com/store/911772454
14	Decoration UNIQUE Store	aliexpress.com/store/910817008
15	Decorative Arts Store	aliexpress.com/store/911794641
16	DPP12 Store	aliexpress.com/store/900247042

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
17	FajerminArt Official Store	aliexpress.com/store/3223023
18	Gogi Life Store	aliexpress.com/store/911603483
19	GozLeung Art Store	aliexpress.com/store/911423160
20	House Spaces Store	aliexpress.com/store/912173689
21	JIAJIAYI Poster & Decor Painting Store	aliexpress.com/store/4661158
22	jovno Store	aliexpress.com/store/3623001
23	KLH-ART Store	aliexpress.com/store/911383114
24	LoveLetter Store	aliexpress.com/store/912066106
25	LovelyYao Art Store	aliexpress.com/store/911388039
26	LYLY Poster Store	aliexpress.com/store/5376207
27	Minhua HD Art Store	aliexpress.com/store/912254056
28	Mtime poster Store	aliexpress.com/store/2222191
29	New New Decorative Painting Store	aliexpress.com/store/911611840
30	NY JL Store	aliexpress.com/store/3194035
31	painting store Store	aliexpress.com/store/911767829
32	Painting Wall Art Store	aliexpress.com/store/911934713
33	Pylestyle Art Printing Store	aliexpress.com/store/3669023
34	Ronin Pipa Store	aliexpress.com/store/912339017
35	Ruicai Store	aliexpress.com/store/5009256
36	Shop910351410 Store	aliexpress.com/store/910351410
37	Shop910981065 Store	aliexpress.com/store/910981065
38	Shop911007073 Store	aliexpress.com/store/911007073
39	Shop911356015 Store	aliexpress.com/store/911356015
40	Shop911376205 Store	aliexpress.com/store/911376205
41	Shop911381213 Store	aliexpress.com/store/911381213
42	Shop911383015 Store	aliexpress.com/store/911383015
43	Shop911532002 Store	aliexpress.com/store/911532002
44	Shop911613155 Store	aliexpress.com/store/911613155
45	Small fish shop Store	aliexpress.com/store/2395002

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
46	Solkatt Art Store	aliexpress.com/store/2658133
47	StephenCurry Store	aliexpress.com/store/911759489
48	Surloog Store	aliexpress.com/store/911383118
49	t-shirt18 Store	aliexpress.com/store/5567071
50	Talented Art Poster Store	aliexpress.com/store/912187210
51	TeemoO Store	aliexpress.com/store/911259236
52	ThatsOk Store	aliexpress.com/store/911809365
53	Wall Prints Store	aliexpress.com/store/910991017
54	wangjiang wall tin sign Store	aliexpress.com/store/912029466
55	WHD Store	aliexpress.com/store/911944706
56	Whimsy Decoration Store	aliexpress.com/store/910547317
57	Whimsy Painting Store	aliexpress.com/store/900249088
58	Whimsy Wall Art Store	aliexpress.com/store/900251409
59	Work-Life Store	aliexpress.com/store/911759060
60	Yi Jianmeihua Co., Ltd Store	aliexpress.com/store/2334089
61	YU HANG88 Store	aliexpress.com/store/911667342
62	YW HomeArt Store	aliexpress.com/store/910321180
63	ZKH.9 Store	aliexpress.com/store/912256906
64	Zui Store	aliexpress.com/store/911761635
65	allsop	amazon.com/sp?seller=A1OR7ULW0L4C8S
66	Boutique Decoration Poster	amazon.com/sp?seller=A3VIJ8QXYVONME
67	CARANDANG ANAYAT	amazon.com/sp?seller=A2RE1TDN9O7AM6
68	chenjianpingg	amazon.com/sp?seller=A2X9FSQL76C4AB
69	Crazy Trend Boutique Poster	amazon.com/sp?seller=A1DLYIAM5CWWSJ
70	Gasolinerainbows	amazon.com/sp?seller=A1PC4ZK9FRSJ9X
71	GUOHONGWANG	amazon.com/sp?seller=A12Z5CM7F34N2X
72	HarijasStore	amazon.com/sp?seller=A3TYAUW0XTX8BP
73	Henan Xielie Trading Co. , Ltd.	amazon.com/sp?seller=AJJUI1ACUXQ56
74	hexiaolin2020	amazon.com/sp?seller=A2J93D4YR95D5F

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
75	HIPSHON MARK JONATHAN	amazon.com/sp?seller=AP0WEBWVEA43A
76	HuangHongbo Art	amazon.com/sp?seller=A1D22JOR0UE2QB
77	huangshihuanhuandianzishangwuyouxiangongsi	amazon.com/sp?seller=A3VUKTMH9I5PG3
78	iposterd	amazon.com/sp?seller=A31IDRVD6V9TV1
79	IrinaLit	amazon.com/sp?seller=A357Q0ONDSFB1S
80	JiaLaTai-ShangMao	amazon.com/sp?seller=A1C2SYN79QDNHJ
81	jinghexinchengqiaowanrongbaihuodian	amazon.com/sp?seller=A3CDIT9NSEK3JP
82	jinxingbaihuodian	amazon.com/sp?seller=A39X6184VH7QCF
83	Lazy Wings	amazon.com/sp?seller=ANQT21XXNPVSB&
84	Lippiatte	amazon.com/sp?seller=A1WNL430H43XIG
85	MENG Poster print store	amazon.com/sp?seller=AUBVX0H4ARUC2
86	MI(Meet-Interesting)	amazon.com/sp?seller=AO1KSCDRH72GF
87	MyDevote_Url	amazon.com/sp?seller=AXSTC8MLXH2GG
88	Nancy J Hammer	amazon.com/sp?seller=A3B3D7IKAQZC65
89	Nasyni Doll	amazon.com/sp?seller=AEG91A4R5D6DA
90	Poster art gallery	amazon.com/sp?seller=A3J23E93HEIR2
91	posterartshop1	amazon.com/sp?seller=A1LUQRATDFEDPJ
92	TITJASIL	amazon.com/sp?seller=A2SHA3U8VUF2N6
93	xiamentongwuhumaoyiyouxiangongsi	amazon.com/sp?seller=A3PGCBHAKGOMUI
94	xiaoxiaowoyi	amazon.com/sp?seller=A2TEOQF97OZFO3
95	XueYan	amazon.com/sp?seller=A182PTI0N7RRG9
96	xuxiangdedian	amazon.com/sp?seller=A1WPC5CTWKAX3L
97	Your Wall Decor	amazon.com/sp?seller=A3LUJXK2EB83KI
98	仙游县榜头陈春华电器经营部	amazon.com/sp?seller=A3W1DS3N5XAEAJ
99	朱莉萍	amazon.com/sp?seller=AOVBPLI090KAT
100	谢素平	amazon.com/sp?seller=A2I3Z6L0VIC6EU
101	陈婷	amazon.com/sp?seller=A3CVI1UCJ1JSY3
102	icon_republic_uk	ebay.com/str/iamthewalrus10
103	mjbmusicltd	ebay.com/usr/mjbmusicltd

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
104	musicianshouse	ebay.com/usr/musicianshouse
105	sportingprofiles2009	ebay.com/usr/sportingprofiles2009
106	artisticphotoshop	etsy.com/uk/shop/artisticphotoshop
107	BabyMarsStudio	etsy.com/uk/shop/BabyMarsStudio
108	dittopics	etsy.com/uk/shop/dittopics
109	FoxyWallArt	etsy.com/uk/shop/FoxyWallArt
110	HardalCo	etsy.com/uk/shop/HardalCo
111	LaylaGallery	etsy.com/uk/shop/LaylaGallery?
112	LeopoldDempsey	etsy.com/uk/shop/LeopoldDempsey
113	RodriguezFinds	etsy.com/uk/shop/RodriguezFinds
114	WallofFameAndArt	etsy.com/uk/shop/WallofFameAndArt
115	liudongyang62380	wish.com/merchant/609dff4e49ed2e473709f7ce
116	chenmingming614632	wish.com/merchant/605830ac203010a4f75a7227
117	Donald Vasquez	wish.com/merchant/5e831a1dd605c6a69445a61c
118	hehao65399405	wish.com/merchant/5e8d4b6e7a1725c83c6690f1
119	heyings1234568459547	wish.com/merchant/5fa8f1283d54c76bc5933e4b
120	lijiaxing4477	wish.com/merchant/5e8d444cbe3118358a26c29d
121	lijinduo55855	wish.com/merchant/5ffe69a8161afe1deb40298e
122	lixiaoqiao123	wish.com/merchant/5ffe84b41c90df4f57b8f19f
123	liyang111	wish.com/merchant/5f3e094e9e58ecd1fa6471a0
124	Liyixiao521	wish.com/merchant/5e9591eb3b55ac310219aa4e
125	Lupita Rodriguez	wish.com/merchant/5f538739b980b270340887d0
126	MartinFordfNaAm	wish.com/merchant/5e9db293f8e6573f068e8cf0
127	Oceanaviga	wish.com/merchant/5ff3929bd9fd331dd3ae44a5
128	rosaries	wish.com/merchant/5fca042364413307928734d8
129	SebastianThomasmShA	wish.com/merchant/5ea556c4a5ae3c04016eae4a
130	shifengxi	wish.com/merchant/5917becdfc9cce546e8f66b1
131	Stevenaahh	wish.com/merchant/5e85d9d5cb44f90830066479
132	sunjingjing1	wish.com/merchant/5915c6974cb6760c71de9636

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
133	wangshufheng	wish.com/merchant/5e65f5153472470dc823655e
134	WQQ6W656	wish.com/merchant/5e9b12832aad6e714be4791d
135	yangting3695	wish.com/merchant/5ea90ea9a74d543b33ff00c8
136	yangxiaoying04148	wish.com/merchant/606d5ca90e3ac60d46f712b9
137	YuduzhangyC	wish.com/merchant/5e6de42c57af0946e260d3b7
138	yydydyideyi	wish.com/merchant/59f813eb37f9f80ed348ea64