

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

BRITTO CENTRAL, INC.,

Plaintiff,

v.

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

Defendants.

Case No.: 1:21-cv-04862

Judge Robert M. Dow, Jr.

Magistrate Judge Heather K. McShain

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, BRITTO CENTRAL, INC. (“BRITTO CENTRAL” 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 in Schedule A (collectively, the “Defendants”) using at least the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”).

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 Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois

residents can purchase products using counterfeit versions of Plaintiff's trademarks and copyrighted works. *See* Docket No. 12 which includes screenshot evidence confirming that each Defendant Internet Store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the BRITTO Trademarks, U.S. Trademark Registration Nos. 4,851,477; 4,302,879; 4,256,165; 4,225,623; 4,146,818; 4,047,741 and 3,824,466 ("BRITTO Trademarks") and BRITTO copyrights, which are covered by U.S. Copyright Registration Nos. VA-2-255-516; VA 1-801-175; VA-1-842-771; VA-1-801-465; VA-1-801-462; VA-1-801-201; VA-1-800-825; VA-1-800-821; VA-1-800-820; VA-1-800-819; VA-1-800-803; VA-1-800-561; VA-1-800-500; VA-1-800-497; VA-1-800-464; VA-1-800-320; VA-1-800-297; VA-1-800-266; VA-1-790-046; VA-1-790-043 and VA-1-776-066 ("BRITTO Works").

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

Specifically, BRITTO CENTRAL has proved a *prima facie* case of trademark infringement because (1) the BRITTO Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register and the BRITTO Works are registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use any of the BRITTO Trademarks or BRITTO Works, and (3) Defendants' use of the BRITTO Trademarks

and BRITTO Works is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with BRITTO CENTRAL. Furthermore, Defendants' continued and unauthorized use of the BRITTO Trademarks and BRITTO Works irreparably harms BRITTO CENTRAL through diminished goodwill and brand confidence, damage to BRITTO CENTRAL's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, BRITTO CENTRAL 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 BRITTO Trademarks and BRITTO Works 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 BRITTO product or not authorized by BRITTO CENTRAL to be sold in connection with BRITTO CENTRAL's BRITTO Trademarks and BRITTO Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine BRITTO product or any other product produced by BRITTO CENTRAL, that is not BRITTO CENTRAL's or not produced under the authorization, control or supervision of BRITTO CENTRAL and approved by BRITTO CENTRAL for sale under Plaintiff's BRITTO Trademarks and BRITTO Works;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of BRITTO CENTRAL, or are sponsored by, approved by, or otherwise connected with BRITTO CENTRAL;
- d. further infringing Plaintiff's BRITTO Trademarks and BRITTO Works and damaging BRITTO CENTRAL's goodwill;
- e. otherwise competing unfairly with BRITTO CENTRAL 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 BRITTO CENTRAL, nor authorized by BRITTO CENTRAL to be sold or offered for sale, and which bear any of Plaintiff's BRITTO Trademarks and BRITTO Works 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 online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit/Infringing BRITTO Products; and
- h. 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 BRITTO CENTRAL's BRITTO Trademarks and BRITTO Works or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine BRITTO product or not authorized by BRITTO CENTRAL to be sold in connection with BRITTO CENTRAL's BRITTO Trademarks and BRITTO Works.

2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, Alipay, Amazon, Alibaba Group Holding Ltd. along with any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, 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 BRITTO Trademarks and BRITTO Works, 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 BRITTO Trademarks and BRITTO Works; 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 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' 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 Alipay, Amazon, Alibaba, Western Union, third party processors and other payment processing

service providers, and shippers (collectively, the "Third Party Providers") shall, within three (3) business days after receipt of such notice, provide to BRITTO CENTRAL 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, and Defendants' 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 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, Amazon, Alipay, 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. Western Union shall, within three (3) 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. Amazon Payments, Inc. ("Amazon") and Alipay US, Inc. and its entities ("Alipay") shall, within three (3) 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 Amazon and Alipay accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Victor Mayorga; 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.
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 three (3) 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 3 to the Declaration of Victor Mayorga; 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. BRITTO CENTRAL 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 identified in Exhibit 3 to the Declaration of Victor Mayorga and any 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 “79 Market and all other Defendants identified in 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 Online Marketplace Accounts 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.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three days' notice to BRITTO CENTRAL or on shorter notice as set by this Court.
10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiffs' Schedule A attached to the Complaint [2], which includes a list of the Defendant Internet Stores; and (2) screenshot printouts showing the active Defendant Internet Stores (Exhibit 3 to the Declaration of Victor Mayorga) [12].

11. The \$10,000 bond posted by BRITTO CENTRAL shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: _October 19, 2021



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	79 Market
2	AD48W4634121
3	Adam N Casey
4	AINIIJIA-HOME
5	Alice R Waldron
6	Angela D Brewer
7	Asidwu
8	Barbara J Fogarty
9	Beauty-Friday
10	beitianlewanjudian
11	Blue-shore
12	Carlene R Farmer
13	Chenading
14	Chloeee Lucky Design
15	Curtis A Coachman
16	Deborah C Martinez
17	Dnm10gpjfyh
18	donghequchongfangchongwuyongpindian
19	DOOYOO
20	ETWCHEN*SHOP
21	Fnbdyfjdsf
22	Gotta Do
23	Guadalupe P Park
24	guangzhoujianwenwoshangmaoyouxiangongsi
25	Haomeng Intelligent Technology
26	HengShengXin
27	Hey Ah
28	HuihongPinghu
29	Jczggfil38zcfhj
30	Jeney Rong
31	jinghexinchengxiqianbaihuodian
32	Jonathan E Keene
33	krftyustu
34	Laichuang
35	Larry O Johns
36	Legend stars
37	Lewis R Hart
38	LMKNCT
39	mahongwuchaoshi
40	ManZhenSaiShangMaoHang
41	MAXPLAN STORE
42	Mysecretshop1112

43	negatives
44	Nicole Polakowski
45	NZDBA
46	Pangdd
47	partmentup
48	QiDongXianYanBingBaiHuoDian-Zhou YanBin
49	Rafael E Wentz
50	RenChengQuDaZiRanChongWuShiPinDian
51	Ronnie Duncan
52	Sally J Sotelo
53	shagouy
54	ShanXiBenYuanXingKeJiYouXianGongSi
55	Shuangdfgy
56	Shucheng Yude Bookstore
57	Si Ya
58	Solardragon
59	Songlong
60	Sunny City star
61	SUPERYANG
62	tanqin rong
63	THE YL
64	toolulo304
65	TuYuanWangLuo
66	uomitiansgd
67	Wanvay Co,Ltd
68	Warmyou
69	Womoy
70	WuQiaoXianGouDianPuXiangXueQingQiCheYongPinChaoShi
71	Wzaon
72	Xiaobaicai
73	XINFENG Dong
74	YanPingQuKaiXiangMaoYiShangHang
75	YanTaiWanDaoGongYingLianGuanLiYouXianGongSi
76	Yonerii
77	yuanbing shanxisheng0
78	ZhouKouShiYuYangShengWuKeJiYouXianGongSi
79	zoynr
80	Aelicy325 Store
81	Aring-Fashion Store
82	bags dropshipping Store
83	Batusi Ahao Cases Store
84	bebovizi Store
85	bebovizi Tradition Store
86	CASEMAX Store
87	EHOME Official Store

88	flakes Store
89	Gervais Store
90	Heartbeat Bag Store
91	Hepburn Shoe Store
92	HI Bag Store
93	JaPanKR Store
94	JLBB S Store
95	Kaleidoscope Swimsuit Store
96	Ladybabag Store
97	Linda Fashion Trade
98	MIAODU Ocial Store
99	Moe Bag Store
100	Nari Art Store
101	OceanHM Store
102	OUYIMANDE Bao Store
103	Painting Dreams Store
104	PDDHKK HZ sporting Store
105	PDDHKK Outdoor Sporting Store
106	PDDHKK Sporting GOOD Store
107	Perfect House Fou U-99999
108	Phil fabric store
109	PM Store
110	POCKELS Store
111	Poster Wall Art Store
112	REDIY LADIY Store
113	REG36 Store
114	Resolution Store
115	Richness Store
116	Romantic flowerworld Store
117	Rose madame Store
118	RYB Store
119	Shoe & bag Store
120	Shoes&bag2785067 Store
121	Shop Insulation tea set Store
122	Shop2177010 Store
123	Shop2397041 Store
124	Shop4656096 Store
125	Shop4809012 Store
126	Shop4834199 Store
127	Shop5048123 Store
128	Shop5051188 Store
129	Shop5113035 Store
130	Shop5139070 Store
131	Shop5241144 Store
132	Shop5251344 Store

133	Shop5372289 Store
134	Shop5432185 Store
135	Shop5567202 Store
136	Shop5593107 Store
137	Shop5597046 Store
138	Shop5597539 Store
139	Shop5707150 Store
140	Shop5721121 Store
141	Shop5873317 Store
142	Shop5874561 Store
143	Shop5880974 Store
144	Shop5883720 Store
145	Shop5890732 Store
146	Shop5974384 Store
147	Shop900234341 Store
148	Shop900241214 Store
149	Shop900241377 Store
150	Shop900244397 Store
151	Shop900249375 Store
152	Shop910331342 Store
153	Shop910335127 Store
154	Shop910350302 Store
155	Shop910355054 Store
156	Shop910449237 Store
157	Shop910967041 Store
158	Shop911068209 Store
159	Shop911121024 Store
160	Shop911267089 Store
161	Shop911329028 Store
162	Shop911599080 Store
163	Simplife Store
164	Six trees Store
165	SKIYOMI Store
166	SONSO Store
167	Specialty Store for Kitchen Supplies Store
168	still comfortable life Store
169	Stylitectly Store
170	Sunset World Store
171	Sweet dream family center98
172	TAILI Store
173	T-Best Fashion Beauty Company
174	The BlackPearl Store
175	The NO. Store
176	To be Younger
177	unison house Store

178	uosc Official Store
179	VK for Your House Store
180	WarmHouse Store
181	Warm-life Store
182	Weiweiyixiao Store
183	WonderfullHouse Store
184	WonderHot Store
185	Wooden cabin Store
186	Work-Life Store
187	WOWLEE Store
188	WT Home-Grocery Store
189	XIADARART . Store
190	Yacoco Store
191	YeBetter Store
192	YINYY Store
193	YIONE ART Store
194	Yiwu Zhong Lai Commodity Co., Ltd.
195	You Long Store
196	YOUFULAI Indoor & Outdoor Life Store
197	Your Funny Life Store
198	Your Furnitures Store
199	Your Home-life Store
200	Yumcute Store
201	Zhuo Sheng drinking set Store
202	ZOOOBE CLASSIC Store