

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

POLYBLANK DESIGNS LIMITED,

Plaintiff,

v.

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

Defendants.

Case No.: 1:21-cv-05112

Judge Manish S. Shah

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, POLYBLANK DESIGN LIMITED’s (“PDL” 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 against the defendants identified in 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. 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 Plaintiff’s Trademark. *See* [12] which includes screenshot evidence confirming that each Defendant does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the PETS ROCK Trademark, which is protected by U.S. Trademark Registration No. 5,097,681 and/or products infringing PETS ROCK Works, U.S. Copyright Registration Nos. VA0002104989; VA0002103969; VA0002102690; VA0002102692; VA0002102693; VA0002102694; VA0002102696; VA0002102213;

VA0002102214; VA0002103929; VA0002103970; VA0002102215; VA0002103971;
 VA0002103972; VA0002102216; VA0002103973; VA0002102217; VA0002102218;
 VA0002102219; VA0002103974; VA0002102220; VA0002102221; VA0002103975;
 VA0002103976; VA0002102223; VA0002102222; VA0002102211; VA0002102210;
 VA0002102209; VA0002103977; VA0002103978; VA0002102208; VA0002116325;
 VA0002102206; VA0002117815; VA0002102204; VA0002102212; VA0002103968;
 VA0002102697; VA0002223713; VA0002223846; VA0002223716; VA0002223658
 VA0002223659; VA0002223598; VA0002223584; VA0002223710; VA0002223582;
 VA0002223576; VA0002223614; VA0002223848; VA0002223581; VA0002223708;
 VA0002223671; VA0002223669; VA0002223664; VA0002223596; VA0002223838;
 VA0002223660; VA0002223855; VA0002223854; VA0002223589; VA0002223586;
 VA0002223720; VA0002223615; VA0002223602; VA0002223611; VA0002223592;
 VA0002223612; VA0002223593; VA0002223588; VA0002223609; VA0002223608;
 VA0002223605; VA0002223607; VA0002223603; VA0002223606; VA0002223577;
 VA0002223591; VA0002223613; VA0002223578; VA0002223595; VA0002223610;
 VA0002223585; and VA0002223600 (the “PETS ROCK 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 PDL’s previously granted Motion for a Temporary Restraining Order establishes that PDL has a likelihood of success on the merits; that no remedy at law exists; and that PDL will suffer irreparable harm if the injunction is not granted.

Specifically, PDL has proved a *prima facie* case of trademark infringement because (1) the PETS ROCK Trademark is a distinctive mark and is registered with the U.S. Patent and Trademark Office on the Principal Register and the PETS ROCK Works are registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use the PETS ROCK Trademark and PETS ROCK Works, and (3) Defendants' use of the PETS ROCK Trademark and PETS ROCK Works is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with PDL. Furthermore, Defendants' continued and unauthorized use of the PETS ROCK Trademark and PETS ROCK Works irreparably harms PDL through damage to PDL's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, PDL 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, employees, attorneys, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:
 - a. using PDL's PETS ROCK Trademark and 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 PETS ROCK product or not authorized by PDL to be sold in connection with PDL's PETS ROCK Trademark and PETS ROCK Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine PETS ROCK product or any other product produced by PDL, that is

not PDL's or not produced under the authorization, control or supervision of PDL and approved by PDL for sale under PDL's PETS ROCK Trademark and PETS ROCK Works;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of PDL, or are sponsored by, approved by, or otherwise connected with PDL;
- d. 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 PDL, nor authorized by PDL to be sold or offered for sale, and which bear PDL's PETS ROCK Trademark and PETS ROCK Works or any reproductions, counterfeit copies or colorable imitations thereof;
- e. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, or any other internet store that is being used to sell or is the means by which Defendants could continue to sell Counterfeit/Infringing PETS ROCK Products; and
- f. operating and/or hosting the Defendant Internet Stores and any other internet stores registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing PDL's PETS ROCK Trademark and PETS ROCK Works or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine PETS ROCK product or not authorized by PDL to be sold in connection with PDL's PETS ROCK Trademark and PETS ROCK Works.

2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, eBay, PayPal, Amazon, WISH, Alipay, Alibaba Group Holding Ltd., and any related Alibaba entities (collectively, “Alibaba”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within seven (7) calendar 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 PETS ROCK Trademark and PETS ROCK Works, including any accounts associated with the Defendants listed in Schedule A; and
 - 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 PETS ROCK Trademark and PETS ROCK Works.
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 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 eBay, PayPal, Amazon, WISH, Alipay, Western Union, third party processors and other payment processing service providers, shippers (collectively, the “Third Party Providers”) shall, within seven (7) calendar days after receipt of such notice, provide to Plaintiff 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 Defendants' Internet Stores, 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 Online Marketplace Accounts;
 - d. 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, eBay, PayPal, Amazon, WISH, Alipay, 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 seven (7) calendar 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, Inc. (“eBay”), PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), and Alipay US, Inc. and its entities (“Alipay”), shall, within seven (7) calendar days of receipt of this Order, for any Defendant or any of Defendants' Internet Stores 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, Amazon, WISH, and Alipay accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of David Denholm; 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' Internet Stores or websites, shall within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants, or Defendants' Internet Stores, 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 David Denholm; 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. Plaintiff 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, or by sending an e-mail to the e-mail addresses identified in Exhibit 3 to the Declaration of David Denholm 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 “gojeek 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 the Defendant Internet Stores 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 (3) days' notice to PDL or on shorter notice as set by this Court. The \$50,000 bond posted by PDL shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.
10. The Clerk of Court is directed to unseal any previously sealed documents in this case. Specifically, the Clerk is directed to unseal Plaintiff's Schedule A to the Complaint [2], Exhibit 3 to the Declaration of David Denholm [12] and the Temporary Restraining Order [15].

Dated: November 8, 2021



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	gojeek
2	Wuxi Ivy Textile Co., Ltd.
3	Zhuhai Frog Advertising Co., Ltd.
4	atril45
5	pre-top
6	scratchywilson
7	seeksecond
8	caoweipeng692074
9	lijienan254
10	wangyumei999666
11	YIJIN36
12	AIDIYA Direct
13	bcadsjkhdbv
14	FADPRO
15	FHSLZYJYB
16	grjkiowzau
17	Guangzhou Xingmeng Trading Company
18	hai wu gong
19	hua xing
20	Jun Department Store, Wangshiwa Town, Yintai District, Tongchuan City
21	KunShanBaiChuangJinMaoYiYouXianGongSi
22	LegendRoc
23	lianqidedian
24	linqingtingshop
25	linxixiong123
26	Mengshi Communication Technology
27	moyangmoza
28	provinceda
29	Puppy Purpose
30	QingTaoYangShangMao
31	saiditongxinxikejiyouxian
32	Savverch
33	Shenzhenshidonglongshukejiyouxiangongsi
34	ShiLiuBaiHuo
35	songshanqujunlanwujinmenshi
36	wunggui
37	xiangchengshi yuchunshangmaoyouxian ze ren gongsi
38	yangzhen2141
39	yangzhiyong241
40	zhou yuyongxfvdss
41	zhuo kangrong

42	zyfyaojia
43	A dreamer Store
44	AliExpress Textiles Store
45	ALMUDENA Painting Store
46	Amelia Retro Store
47	Anfu Textiles Store
48	Aoom Store
49	Art Factory Store
50	Badhams Store
51	CHAINHO QUILTING & FABRIC Store
52	Colors-life Store
53	cute pet Mosaic painting Store
54	Diamonds Painting Crafts Store
55	didichuxing Store
56	DM 001 Store
57	FU Wall card Store
58	Glass Cabochons Store
59	Gohipang Store
60	H2017 Store
61	Hangu Garden Store
62	Hau QAI Store
63	KESS-24 Hours Store
64	KORROL Store
65	LI Wholesaler&Retailer Store
66	ljun202155 Store
67	Lontime-Fashion Store
68	LoveHomeDecors Store
69	Lucifer shopping Store
70	Luck Art Store
71	LW Wall Sign 10 Store
72	MAIGOLO Official Store
73	Marvellous Clothes Store
74	Mee776 Store
75	MIOH Painting Store
76	NIU NIU ART Store
77	Nyaa Global Store
78	Old photos Store
79	Omicover Store
80	Personalized Socks Factory Store
81	Pick up the light memory poster gallery
82	Realman Textile Store
83	Shijiazhuang Shaoqiu Store
84	Shiny Painting Store
85	shop21654 Store
86	Shop3094085 Store

87	Shop3678028 Store
88	shop84796 Store
89	Shop910358177 Store
90	Shop911554257 Store
91	shop9811 Store
92	Sontonga Cheerful Painting Store
93	Sontonga Painting Store
94	Sunniss House Store
95	theonlyxiaoxinmall Store
96	Wall Plaque Online Store
97	Wanshishunyi Store
98	WDBH Official Store
99	wh888888 Store
100	WSNG Online Store
101	xiuzhimei Store
102	year Store
103	YIKES Store
104	Yiwu Qinkuan E-Commerce Co. Ltd
105	YNX----Dream factory Store
106	YOUNMLEY online Store
107	yoyoship Store