

**IN THE 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-05169

Judge Robert M. Dow, Jr.

Magistrate Judge Jeffrey I. Cummings

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 in its entirety as follows.

This Court finds MÖTLEY CRÜE has provided notice to Defendants in accordance with the Temporary Restraining Order entered October 6, 2021, [18] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds 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. *See* Docket No 12, which 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. otherwise competing unfairly with MÖTLEY CRÜE in any manner;
 - f. 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;
 - 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 MÖTLEY CRÜE 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 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, Alipay, US, Inc. ("Alipay") and its

related companies and affiliates, Amazon Payments, Inc. (“Amazon”), and ContextLogic, Inc. (“WISH”), 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 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 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 Amazon, Alipay, WISH, 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 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, Amazon, WISH, PayPal, Alipay, 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, Alipay, and WISH, 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, Alipay, and WISH 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 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

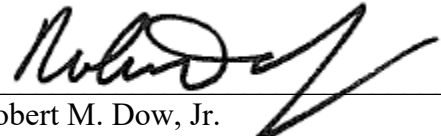
information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Thomas Schlegel; and

- 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 Clerk of the Court is directed to issue a single original summons in the name of "A ZXC MKL and all other Defendants identified in the 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.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three days' notice to MÖTLEY CRÜE 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) 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 [18].

11. The Ten Thousand Dollar (\$10,000) 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:

A handwritten signature in black ink, appearing to read "Robert M. Dow, Jr.", written over a horizontal line.

Robert M. Dow, Jr.
United States District Judge

Dated: November 3, 2021

Schedule A

No.	Defendants
1	A ZXC MKL
2	acxfxcbjgks
3	ajhbwnppth
4	alimuf
5	alyjahbrashear22633839
6	Ann Schmidt
7	AnnNathanyZgTz
8	AnstoPa
9	aposmekdi
10	Art101
11	arzaurlno
12	baobinhmai53418
13	baogui trade
14	baovyduong78119
15	Beginlorrain
16	BergerArlenelluS
17	BernieZivgYaCy
18	bielvegfdt
19	brkdofawy
20	BronzeStore
21	buiguanqun123
22	Bunt1565
23	cancatstore
24	CaoYuanMing
25	cehngjinyang29005
26	CHAN NINTA
27	Charlesparkle
28	chenxiujun65569
29	chenyajie79260
30	chenyaxiang999
31	Chris Glass
32	Clara Burgoyne
33	Clifford McGarry
34	conslyzpsnt
35	crktmfbal
36	curtainsd
37	daiguangxian999
38	DaJohn
39	deaverstexmpkty
40	dengqingjun9856
41	Diane Maxwell
42	dicefxoqkon

43	Donnaultimate
44	duaotion
45	ductaitang00769
46	Dustin Campbell
47	DWDWE66
48	EllaWilliamlUtApW
49	ElvaUptonlDwWiP
50	enzelove
51	Fanyufa
52	fdrtyrw
53	FGHDRdrgeW
54	gaobicheng60359
55	gaogejin12345
56	gaopengh
57	glypzaurmd
58	Grdulos Store
59	guheming12775
60	guopeipei119
61	guoweijie Store
62	guying84152
63	haichangzai15100
64	Hair Braiding Salon
65	hanfangfang Store
66	haowenwen7873
67	HeatherKimberleyhcX
68	heyu95867
69	hezhixiong888
70	HildaHarlanhPoOjD
71	homwoxber
72	huanghaoyang29576
73	huangjiahui95691
74	huangkun62158
75	huizhiming72261
76	huleiyi95839
77	hushuqiang Store
78	Hustler Mystic
79	huxinlai46454
80	ioklu
81	ismaelsport
82	JasonHaroldvLmHgT
83	JodieEdisonSrWeR
84	Joe0324
85	Jose Maddox
86	JosephSophiahRqJj
87	Joyce Bray

88	kalamhvnd
89	KasaiSeturn
90	kdiahnfa45
91	keisermrlxgvy
92	khadeeqhmno
93	latherometers
94	liaolei fashion
95	liaoxuemei510787
96	lichuchen72735
97	liguofu54204
98	lihongwei66058
99	likehao48554
100	likosloei
101	liliang1234
102	lingyongyin5584
103	linletao2154
104	liu'yan33282
105	liumin4580
106	liuzhiguo68925
107	lixipeng7460
108	liyuxiu48520
109	lsfdj
110	luang83040
111	luanyue47779
112	LuchenyoufXo
113	luhuan99
114	Lujingt
115	luokun63581
116	LZH 1997
117	malinlin fashion
118	man1314
119	maohuifeng03107
120	maweiwei Store
121	MerryJennifercEyX
122	Michael L Sealy
123	Michael Rose
124	Michel Beka
125	MIN TANST
126	minipig
127	Nayangde
128	nbnbnbnb
129	ngochangphan49564
130	niceVIP
131	niting39836
132	nonglinnongmao

133	nortonf3gkl62f
134	oruejpzent
135	qingqing50767
136	QR Fashion
137	quanbaoyuzhou
138	qusongjie
139	qzyl2345
140	Raymond Wagner
141	renjunhui Store
142	rickie rawlins34
143	Robert Warren
144	Shannle
145	Shing Balls
146	shituliang1430
147	shying163
148	slavishness
149	slient home
150	slineshoule
151	songxiaoyu474747
152	sourisack chansomphou
153	southfeather
154	SquirrelGray
155	SSDDW66
156	sunxuejian
157	tangguobin886823
158	tangxi5238
159	tanyaoquan35392
160	tee4usa242
161	thanhhuientran77558
162	tianshilong59276
163	tianyuanqing7283
164	Tonya Gonzalez
165	viethongly08102
166	vistina
167	Vivasy
168	wangchong5704
169	wangdongxu98646
170	wangguowei66209
171	wangming9596
172	wangnannan4205
173	wangwenlong46455
174	wangxianming5496
175	wangxiaojin fashion
176	wangyunkui0818
177	wangzedong70580

178	wangzija668
179	wenjie82403
180	wenze1234
181	WonderlandTee
182	wowpeakfirj
183	wuqiuzengqian
184	wuzhongye
185	XiachuizhidouxTn
186	xiaojian2736
187	xinqi1314520
188	xinzhenling6156
189	xuedandan2049
190	xuwei0444
191	yangbinggong55097
192	yangchao254
193	yangfan2000
194	yangshangang13169
195	yangshuo5496
196	yangting3695
197	yangtingting15041
198	yangxiaoying04148
199	yangzhi08698
200	Yannuo0406
201	yanxuepeng54544
202	YebeishanbD
203	yejunming
204	yeshencheng57303
205	yongyuannianqingdewo
206	yuejijie5542
207	yukexin4546565
208	yuzishun36583
209	ZacharyJoshuaKFaA
210	zengzixuan3011
211	zhangcheng8564679
212	zhangmenghan32680
213	zhangting91667
214	zhaobingbing86276
215	zhaojinjin
216	zhaokang Store
217	zhaoning64134
218	zhaoyanming8910
219	zhar9275
220	zhoubingbing55173
221	ZHOUDANFENG
222	zhthethdrjtuf

223	zhuoya fashion
224	zhutingting2095
225	ZoeSidneySidonsHwAaC
226	zoujunjie668
227	zymolyte
228	benlimaoyi
229	chengdushiqingbaijiangqudanxingsufuzhuangjingying
230	GAOZHISP
231	guangzhouwangtongwangluokejiyouxiangongsi
232	henanshengpingdingshanshiweidongqushansabaihuodian
233	HenrysmithO
234	hongdaoguanggao
235	hongquanyouhua
236	linchaoxunshop
237	linminyohuagongyipinjingyingbu
238	liwenjingdiyigedian
239	Minimalist impression decorative painting
240	ouyigongchengjishuyouxian
241	Poster custom room decoration
242	QIQIAOWU
243	Regindder
244	Rewinriver
245	xiejinyanshop
246	YeXin778899
247	zhuobinxiaoshangpin
248	Zouings
249	朱莉萍
250	青白江本复帝百货店
251	100% cotton T-shirt 49 Store
252	100% cotton T-shirt 76 Store
253	100% cotton tshirts..... Store
254	100% cotton....tshirts.. Store
255	AAKK Store
256	AK-7 Store
257	Chinese Clothes Factory2 Store
258	Cotton T-Shirt High Quality Store
259	Interesting ideas Store
260	jie ke Store
261	JIOU Store
262	LegendForever Store
263	LYJ888999 Store
264	NEW945 Store
265	OHITSNKO Store
266	print 03 Store

267	Print 888 Store
268	Shop910745056 Store
269	Shop911059161 Store
270	ShopAliaeCbnewfuture Store
271	T-shirt 7786 Store
272	The LaVogue Tribe Store
273	TT shirt men Store
274	Upermitted Streetwear Store