

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

CECILIA GRANATA,

Plaintiff,

Case No.: 1:22-cv-00052

v.

Judge Matthew F. Kennelly

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

Defendants.

**PRELIMINARY INJUNCTION ORDER**

Plaintiff CECILIA GRANATA (“CECILIA GRANATA” 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 CECILIA GRANATA’s Motion in part as follows.

This Court finds CECILIA GRANATA has provided notice to Defendants in accordance with the Temporary Restraining Order entered January 5, 2022, [15] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, CECILIA GRANATA 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 versions of CECILIA GRANATA's federally registered copyrights, which are protected by Copyright Registration Nos. VA 2-217-328, VAu 1-408-618, VA 2-217-334 VA 2-217-340, and VAu 1-408-827 (the "CECI TATTOOS Works") to residents of Illinois. In this case, CECILIA GRANATA 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 infringing versions of the CECI TATTOOS Works. *See* Docket No. 12, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its infringing goods to customers in Illinois bearing infringing versions of the CECI TATTOOS Works.

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 CECILIA GRANATA's previously granted Motion for Entry of a TRO establishes that CECILIA GRANATA has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that CECILIA GRANATA will suffer irreparable harm if the injunction is not granted.

Specifically, CECILIA GRANATA has proved a *prima facie* case of copyright infringement because (1) Plaintiff is the owner of the registered CECI TATTOOS Works, (2) Defendants are not licensed or authorized to use any of the CECI TATTOOS Works, and (3) Defendants' use of the CECI TATTOOS Works is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with CECILIA GRANATA. Furthermore,

Defendants' continued and unauthorized use of the CECI TATTOOS Works irreparably harms CECILIA GRANATA through diminished goodwill and brand confidence, damage to CECILIA GRANATA's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, CECILIA GRANATA 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 CECI TATTOOS Works or any reproductions, infringing 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 CECILIA GRANATA product or not authorized by CECILIA GRANATA to be sold in connection with the CECI TATTOOS Works;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine CECILIA GRANATA product or any other product produced by CECILIA GRANATA, that is not CECILIA GRANATA's or not produced under the authorization, control, or supervision of CECILIA GRANATA and approved by CECILIA GRANATA for sale under the CECI TATTOOS Works;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of CECILIA

GRANATA, or are sponsored by, approved by, or otherwise connected with CECILIA GRANATA; 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 CECILIA GRANATA, nor authorized by CECILIA GRANATA to be sold or offered for sale, and which bear any of CECILIA GRANATA's registered copyrights, including the CECI TATTOOS Works, or any reproductions, infringing 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 CECILIA GRANATA's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon") and ContextLogic, Inc. ("WISH") (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to CECILIA GRANATA 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 associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; 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, Amazon, WISH, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon CECILIA GRANATA'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 infringing goods using the CECI TATTOOS Works.
5. Any Third Party Providers, including Amazon and WISH, 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 CECILIA GRANATA, 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. CECILIA GRANATA 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 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 Cecilia Granata 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 "jinankaiyuedianzishangwuyouxiangongsi 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.
7. Plaintiff's Schedule A to the Complaint [2], Exhibit 2 to the Declaration of CECILIA GRANATA [12], and the TRO 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 Ten Thousand dollar (\$10,000) bond posted by CECILIA GRANATA shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

  
Matthew F. Kennelly  
United States District Judge

Dated: January 21, 2022

**Schedule A**

<b>No.</b>	<b>Defendant</b>
1	jinankaiyuedianzishangwuyouxiangongsi
2	Zhoukoushichaoliangshangmaoyouxiangongsi
3	xiangchengshijieshengshangmaoyouxiangongsi
4	DesDirect Vi
5	BaoFengXianChengGuanZhenMaShanShanFuZhuangDian
6	Marilyn Monroe
7	LiuHongJundianpu
8	HawPoeStore
9	Markus Store
10	Valerie W Crane
11	ZIWEIDIAN
12	weiqundi
13	Zhaofei SM
14	Retro LL iron sheet
15	xixianxinqufengdongxinchengchangheyubaihuodian
16	daqiangqiang
17	Wu Suo Wei Jv Art
18	liuyining1
19	mianxianhongqihongbaihuo
20	baofengxianqingqingwangluokejijingyingbu
21	DPCAMCHAU
22	fuqianghuahua
23	xingzhuokestore
24	mllnbkls
25	NingYU
26	HUI KE Furniture Art Store
27	YUZHENDIAN
28	JIANHUADIAN
29	qijia poster
30	NanoStore Shop
31	YUJIEDIAN
32	shenghuiyishuwenhuachuanbojinanyouxiangongsi
33	Jocelyn shop
34	MUG4FUN
35	Daryn Martin
36	dongwanshiliaobuzhujibaihuobianlidian
37	BaoFengXianSanShangZhuangShiJingYingGongZuoShi
38	kangpangen
39	JUNYUDIAN
40	ZUFA



41	guangzhouqinjiacheng
42	yijia588
43	baofengxianniweiyifuzhuangdian
44	shandongxianxinggongchengjixieyouxiangongsi
45	xiaochengyouhuadian
46	GLXDD
47	Zhigang Oil Painting Shop
48	wenzhouyanchidianzishangwuyouxiangongsi
49	tongzhubaihuo
50	xiaobingaozahuopu
51	ZuoMo
52	jinghexinchengqinqila
53	huiwanshangmao
54	BABARICH
55	Celing Direct
56	kongmingshangmaohang
57	Darani store
58	MEILD
59	YINDAIDIAN
60	ShiWeiTian
61	GuangZhouShiDongZhuDian
62	xinluoququanhuailibaihuoshangxing
63	3j4h5v2
64	Gray Granite
65	xuchangyangdedian
66	baofengxianqiqiwangluokejidian
67	raoaiqiong1992
68	tianhuihua
69	aganshangmao
70	wantongshangmao
71	jinmingdian
72	Kutadanti
73	RainYun
74	gaigaiyukeji
75	Leithdxvsda
76	Atthadassi
77	chengdufuyaochengshangmaoyouxiangongsi
78	tsx
79	fengzhoubaihuodian
80	junweishangmaoyouxiangongsi
81	weixiangwu
82	MAODONGDIANZISHANGWEU
83	XYGS

84	kunmingshiguanduquxiuchundaofuzhuangdian
85	ZZZKNM
86	SS-TT
87	libaidatang
88	wusongdahuZYL
89	Ravoo Store
90	putianshixunhuaimaoyiyouxiangongsi
91	iXiFeiLinShangMaoYouXianGongSi
92	shandonghongxinzhuangshiyouxiangongsi
93	SHIJIAZ
94	Lizbeth Alonso
95	Siman Stor
96	shuangpaibeimingbaihuodian
97	nan00lan
98	POSTER METAL SIGNS
99	ShengKun
100	yangjie-shop
101	guilinxingyaomaoyiyouxiangongsi
102	ALLISON Store
103	yaomingfan
104	merchizone
105	maccc
106	piprintondemand
107	surprise linlin
108	jiaojiaobaobei
109	kbsyl44shop
110	Egg drop soup
111	bikebi
112	zengshuiyan19806
113	Diane Laws43
114	gaad
115	Lg Petif
116	lujizong030
117	maxixi9689
118	ZhFenDmiao
119	wangyouming0076
120	aiyukun2619
121	shenzhenshiyixinghetouzifazhanyouxiangongsi
122	Dyfgfgchfgfhfcggvrgg
123	zhangmeixiang2020330
124	lihaiyan7946
125	Ikfuahhfal
126	George A Phillips

127	wuyongping7282
128	Aymima
129	wangbing2946
130	YIN-SHUD.VHUV
131	mngzxkzozhlvrpe
132	Gsiwkwsvsuwjsojs
133	lioxiaochai
134	zhengyunyun0912
135	liangshanshan45468
136	yanglixia01698
137	mariawshterd
138	Ahmed Djelmoudi
139	tangmengru5806
140	ruanqiang2627
141	Superior Interactive
142	WERTW
143	xiangmeng5642
144	ArthurKarpinski
145	chenlihengwin
146	yangjin9742
147	sdfdsg
148	Shunshine86
149	Rosio M Corbitt
150	Xinyi Art
151	NBHGTyr
152	hexiaolu19
153	anloten
154	ledgen
155	liuchenjia1214
156	HenkAhn
157	lihao997
158	growthmanship
159	liuhao112934
160	fangxudong6233
161	1978
162	Star Fashion
163	Hundred Flowers
164	Zhangtaidian
165	zhangguanghong8563656
166	yuanpeisen7890
167	Merchicon
168	Brian Hooks54
169	trifles

170	Serita Whittington
171	Carolyn Maynard34
172	GUOrong2021HP
173	Zakum
174	NANALIKEO
175	WDHHENHAO
176	9kadkd
177	LINLILINIHAO
178	fdghsrhrfh
179	noee
180	Single Version
181	liveforevee
182	LIXIANMING6688
183	EagleUS
184	teesouls
185	Pat Woods
186	hezhenghua9584
187	shanghongfu0716
188	hongyuwei
189	lemeiqishop
190	wangjiwang7721
191	Theresa Noreen
192	noiwaehagiojhngblifshfiluhwsfhhvzeghdfvsdev
193	exceptionous
194	lliken
195	dhqkdwhdfjqkdhwdkqd
196	KidsMart2
197	Raul Lawrence
198	valleyvilla
199	zhangjiafu7946
200	Unique goods shop
201	lixiaoyany
202	iBedding-POD
203	zhangxiucun
204	herrington93raleypqif
205	Kevin McCoy
206	sunyang5667
207	liujiaxin00
208	ALvin Anderson45
209	jgoiawerj giopwejra;zoijghier hkgnfdkjg
210	Vincent L Fontenot
211	linghuchanlin8548
212	Karla B Cisneros

213	EmbarrassmentqQ
214	kuhlmanrandall0
215	UCR
216	Rebel Radio Podcast
217	Robert M Seal
218	Donnie Ruyle
219	weihongbin7890
220	John W Ingram
221	LopiuGe
222	Bayouwera
223	Kristine E Miller
224	Tonya Whaley
225	SellEverythings
226	Susan A Byrd
227	George W Wuest
228	nguyenthi381905
229	zhoushiju8279
230	Haijanto
231	lixiyiing3793
232	Kenneth T Alvarado
233	Elizabeth Roundtree
234	guofengying7896
235	gaopeijun2348
236	Regina Maynard
237	FGAHTEd
238	guofengqun1048
239	Rita Mata
240	zhangyanhui5263
241	Kathryn D Glover
242	ERTYF
243	kghoi;awe rghlkdfhngojih sdkbnkjgbrdtfhbrd
244	tianzhenyi5539
245	zhouhuamin8826
246	lifuyun1550
247	zhangrongjiang0645
248	Irving Dixon
249	liushanshan1369
250	zhangjunshan2654
251	liyugang4569
252	zhangyuanyu0530
253	Susan K Meier
254	Katherine D Brumit
255	Elizabeth R Jone

256	Maynardko
257	Debbie Wiley