

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

EMOJI COMPANY GmbH,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND UNINCORPORATED
ASSOCIATED IDENTIFIED ON SCHEDULE
A HERETO,

Defendants.

Case No. 21-cv-5454

Judge Martha M. Pacold

**Magistrate Judge Sunil R.
Harjani**

PRELIMINARY INJUNCTION ORDER

Plaintiff EMOJI COMPANY GmbH (“PLAINTIFF” or “EMOJI”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS PLAINTIFF’s Motion in part as follows.

This Court finds PLAINTIFF has provided notice to Defendants in accordance with the Temporary Restraining Order entered February 2, 2022, DOCKET NO. 29 (“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

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

consumers in the United States, including Illinois. Specifically, PLAINTIFF 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 PLAINTIFF's federally registered trademarks (the "EMOJI Trademarks") to residents of Illinois. [In this case, PLAINTIFF 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 EMOJI Trademarks. *See* Docket Nos. 11-22, 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 EMOJI 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 PLAINTIFF's previously granted Motion for Entry of a TRO establishes that PLAINTIFF has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that PLAINTIFF will suffer irreparable harm if the injunction is not granted.

Specifically, PLAINTIFF has proved a *prima facie* case of trademark infringement because (1) the EMOJI 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 EMOJI Trademarks, and (3) Defendants' use of the EMOJI Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with PLAINTIFF. Furthermore, Defendants' continued and unauthorized use of the EMOJI Trademarks irreparably harms PLAINTIFF 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, PLAINTIFF 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 EMOJI 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 EMOJI product or not authorized by PLAINTIFF to be sold in connection with the EMOJI Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine EMOJI product or any other product produced by PLAINTIFF, that is not PLAINTIFF's or not produced under the authorization, control, or supervision of PLAINTIFF and approved by PLAINTIFF for sale under the EMOJI Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of PLAINTIFF, or are sponsored by, approved by, or otherwise connected with PLAINTIFF; 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 PLAINTIFF, nor authorized by PLAINTIFF to be sold or offered for sale, and which bear any of PLAINTIFF's trademarks, including the EMOJI Trademarks, or any reproductions, counterfeit 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. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.
 - 4. Upon PLAINTIFF'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 eBay, Inc., AliExpress, Alipay, Alibaba Group Holding Ltd. (“Alibaba”), PayPal, Joom and DHgate (collectively, the “Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide to PLAINTIFF 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, PayPal, Inc. (“PayPal”), Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), DHgate, Joom or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

5. Upon PLAINTIFF's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, 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 counterfeit and infringing goods using the EMOJI Trademarks.
6. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Joom, and DHgate, 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 1 to the Declaration of Jose Santiago and Anna K. Reiter, 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. PLAINTIFF 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 by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 1 to the Declarations of Jose Santiago and Anna K. Reiter 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 "5hk3765 and all other Defendants identified in the Operative 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.

8. Plaintiff's Pleading(s) and Exhibits 11-22, Schedule A to the Pleading(s) DOCKET NO.7, Exhibit 1 to the Declarations of Jose Santiago and Anna K. Reiter DOCKET NO.10, and the TRO DOCKET NO. 30 are unsealed.
9. 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.
10. The \$10,000.00 bond posted by PLAINTIFF shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

Date: March 25, 2022

/s/ Martha M. Pacold

Schedule A

No.	Defendants
1	5hk3765
2	anil-turge
3	baidsexy11
4	cosplaymix2011
5	ezraveli1234567
6	flowersshiny123
7	goodsforyou555
8	lanbo2017
9	lijiansa-11
10	magicbulbs
11	maoronens
12	radton.liga
13	redus123
14	smiletoo1977
15	ukp2526
16	wl199210121
17	yezideng0223
18	zclhp
19	zhoushuang198940
20	Dongguan Joy Sum Toys Manufacturing Co.,Ltd.
21	Guangzhou Lixin Packing & Printing Co., Ltd.
22	Guangzhou Weishili Jewelry Co., Ltd.
23	Henan Jie Ande Smart Home Co., Ltd.
24	Luyingsha Art Design (beijing) Co., Ltd.
25	Qingdao Raymond Sports Equipment Co., Ltd.
26	Shenzhen Boyizhan Paper Products Co., Ltd.
27	Shenzhen Vastup Co., Limited
28	Shenzhen Wellflyer Technology Co., Ltd.
29	Timely Textile Company Limited
30	Xiamen Huli Haimingte Stationery Store
31	Xiamen King Height Electronic Co., Ltd.
32	Yiwu Cherry Import & Export Co., Ltd.
33	Yiwu Silversmith Jewelry Co., Ltd.
34	Yiwu Tangao E-Commerce Firm
35	Yiwu Wencheng Jewelry Co.,Ltd
36	*thewitch*
37	2019_2020
38	24karat2019
39	abbeelee
40	abesirikal0
41	anato.shop
42	aps_centerprise

43	asqmart
44	autoparts166
45	ayeshma74
46	bestmadeo 0
47	blackkingkong
48	buygoogle
49	cast-crafts-jewels
50	chamadu_83
51	charitweeraseker 0
52	chenjianqing2018
53	chenting2018
54	chenya_2391
55	cleve922
56	coffeecup-1
57	cosst57
58	csf_us
59	cutedigital
60	dailyfreshnew
61	de7easy
62	decoyourbeautylife
63	demon33-3
64	dream_fashion_9
65	eam7up
66	edwd_69
67	egdineshs
68	ep.asia
69	fast-station
70	fastoper_1
71	feji_2061
72	fengji12
73	fhpu5407
74	formirato
75	georing26
76	green2020de
77	harshlk-qv46z2wks
78	harsmake
79	honest-merchant27
80	huanshop2015
81	jaipurdiamondjewels
82	kasun.storezone
83	kopertqa
84	kprepublic
85	kumara2167
86	la-na-time-shop
87	lovamerica

88	loveyourself13
89	luo1017
90	maiduo
91	mihil store 12
92	mrs.beauty-mr.handsome
93	nadee_6341
94	niubang
95	pink_la_rosa
96	qddy4u
97	quality-globalmart
98	rifayi0
99	sandys_place 10
100	sas_534
101	savinmart_lk
102	shasmadu_52
103	shork_store
104	sigv7135
105	smartm_72
106	someth-56
107	st830409
108	sukulat-85
109	sulalivwije-0
110	techsliders
111	thesmartlif-30
112	the_seller10_0
113	th_3213
114	top1toy
115	udeshikaup
116	ulsti-0
117	wemakeitx_6
118	wensi05
119	woolyfelt
120	yangxiaojd22
121	yibaisheng
122	yicihai_49
123	zifashop2015
124	zxb6565
125	ArwenUndomi Official Store
126	Bazinga Store
127	ColorfulPhoneCase Store
128	Daily necessities experience Store
129	Dongguan City Dreamland Commodity Technology Co., Ltd.
130	Dongguan Join Success Toy & Gift Co., Ltd.
131	Dongguan Mingxi Hardware Accessories Co., Ltd.
132	Dongguan Yourun Toys Ltd.

133	Farraw Store
134	ForKid Store
135	GENGBIN Store
136	Glamor stickers Store
137	Guangzhou Hengsen International Trade Co., Ltd.
138	Guangzhou Kufeng Electronic Technology Co., Ltd.
139	hanfei0038 Store
140	HeTianXia Store
141	HEXZE Official Store
142	Hi toy store Store
143	High Quality Life-XX Store
144	HuaLeoQin Store
145	Lights-up Store
146	MengHuan Wall Art Store
147	Mygaming Store
148	Our Holiday Store
149	PABU UPDOWN Store
150	Pete Nail Store
151	PrintPhoneCase Store
152	Shanghai Rongxin Garment Accessories Co., Ltd.
153	Shenzhen Aocheng Electric Appliance Co., Ltd.
154	Shop4822032 Store
155	Shop910756037 Store
156	Shop910839002 Store
157	Shop910851026 Store
158	Shop911253408 Store
159	Shop911421372 Store
160	Shop911544194 Store
161	Shop911599394 Store
162	Splendid Thing Store
163	SY10101 Store
164	Tammy Jewellery Store
165	TELAOTE Art Store
166	toy friends Store
167	WGTD 21 Adult Store
168	Wuxi Yongya Import And Export Co., Ltd.
169	Wuzhou One And One E Commerce Co., Ltd.
170	Wuzhou Shengtang Gems Co., Ltd.
171	Xiamen Bonya Toys Co., Ltd.
172	Yiwu Aoyin Trade Co., Ltd.
173	Yiwu Jinman Jewelry Co., Ltd.
174	Yiwu Zilin Jewelry Co., Ltd.
175	YOLONLY Store
176	Yooly toy Store
177	Yzommjsy Store

178	ZeWa Tops Store
179	Zhaoqing City Tradehan Promotional Gifts Co., Ltd.
180	Zhejiang Feipai Imp & Exp Co., Ltd.
181	urchin945
182	usbeworld
183	windrunnerjacket
184	wowcool1127
185	xiaowei1988
186	xugang284122819
187	ycxhtc17
188	yefen
189	yzyl68
190	0615zw
191	Accessories
192	aki
193	Baby Fun
194	Bear Home Convenience
195	Buy 2019
196	Car,motorcycle,accessories1
197	Creative trib
198	Cumquatjia
199	Dake Jewelry
200	Fine Jewelry
201	Forbabies
202	H11
203	H4
204	H6- Accessories
205	Hahally
206	Home time
207	imixcity
208	Kara
209	KEEP JOY
210	kefeng
211	Lost Lady
212	Moonbiffy-Baby
213	Office Living
214	Openbeauty Fashions
215	PEISI BAKING
216	Pleasurable
217	Qihe Jewelry
218	Rainbow Kitchen
219	redboard
220	SFGWIFOUR 17
221	Toys Toys
222	Wilicosh Factory Wholesale

223	Wonderful toys
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