

**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.

Case No. 22-cv-01283

Judge John J. Tharp, Jr.

Magistrate Judge Susan E. Cox

**PRELIMINARY INJUNCTION ORDER**

Plaintiff MOTLEY CRUE, INC. (“MÖTLEY CRÜE”) 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”). After reviewing the Motion and the accompanying record, this Court GRANTS MÖTLEY CRÜE’s Motion in part as follows.

This Court finds MÖTLEY CRÜE has provided notice to Defendants in accordance with the Temporary Restraining Order entered March 14, 2022, ECF No. 16 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that MÖTLEY CRÜE has provided a basis to conclude that Defendants have sold products using infringing and counterfeit versions of MÖTLEY CRÜE’s federally registered trademarks (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; 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 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.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
  3. Upon MÖTLEY CRÜE's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a

Wish.com (“Wish.com”), and Dhgate (collectively, the “Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide to MÖTLEY CRÜE 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 and Defendants’ financial accounts, including Defendants’ sales and listing history; 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, Wish.com, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon MÖTLEY CRÜE’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 counterfeit and infringing goods using the MÖTLEY CRÜE Trademarks.

5. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, 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 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.
6. 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 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 "7bheid3 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.

7. Plaintiff's Schedule A to the Complaint (ECF No. 2), Exhibit 2 to the Declaration of Thomas Schlegel (ECF No. 12), and the TRO (ECF No. 16) 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 two hundred twenty-two thousand dollar (\$222,000) 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, reading "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.  
United States District Judge

Date: March 30, 2022

**Schedule A**

<b>No.</b>	<b>Defendants</b>
1	7bheid3
2	9tee19
3	adiwena24
4	alamgarden
5	bestwish2u
6	braynac-95
7	dotan30
8	eliobudima0
9	fauzi23
10	gopi 64
11	hyahirs83
12	jacksonna 79
13	land-5190
14	langswее49
15	nuraf_store
16	pingcollection
17	qxallyso 57
18	satisatver
19	tha4444
20	tudo2787
21	uswpaar 85
22	AHUI Car modification parts shop
23	AldrichBergaLaX
24	ALL IN ONE STORE NO1
25	anguca92
26	anniversary Shop
27	bagsworld2046
28	Betty B Haas
29	BillLevimSvQjU
30	bobbygays
31	buyaozheyang
32	caipingwei Store
33	Câpre de Douleur
34	Chadron Robinson
35	ChapmanGordonkKtA
36	chengcheng456
37	chengyongdong24678
38	chenwenyuan1234
39	chenyuwei84773
40	chuDAY
41	Daily trade
42	DaonashawenlYb
43	dfhfgdfb
44	dreamfutu
45	duanxiulaner

46	eric_qin store
47	FabianOdeletteaEkP
48	Faleleime Ladyskirts
49	FayCliffordgAmGu
50	fineview
51	frgrfe
52	fushru32
53	gaodongshao48546
54	Gift Love Store
55	goozz
56	guayrn
57	guoliankai01384
58	guomingzhang online store
59	hanbing52925
60	Heatheryyy
61	heyinlong478563
62	hjsioiasyaaplm
63	honruifeit
64	Hot New Shop
65	hualiuying81412
66	huangpeng23
67	huangrunmei6608
68	Huashangjian
69	huihuilor
70	hujing269
71	huxunlong Store
72	ian4117
73	In Home Pet Euthanasia
74	Jerry M Simmons
75	ji fashion
76	jiajun9278
77	jiaozhenyun
78	jinmuxian51621
79	jiqihao58954
80	jiuosjiloutimozi
81	leakxbqhfsnn
82	LEONON
83	lienkietdoan29505
84	linhaixian Store
85	lisuhuidiu
86	Liyang123456
87	lizhenglun2553
88	maccc
89	Maria Rothrock
90	Mary Wilkersona
91	Matthew R Solis
92	mawenwen Store
93	mayuming5214



94	Ming army trade
95	MizukiJavayahhYA
96	ningjingzhiyuanshi
97	niuxiaopeng1955
98	nkhiguttutu
99	ouyongfeng8899
100	pan.182
101	qenqen833
102	QlanXuan art store
103	Ralph Barnes
104	Richard Stickers
105	RodneyAdonisoZmFf
106	Samantha Pouncy
107	Sarah Dixon
108	shangwei Store
109	shayshewatgt
110	sjyehhyer
111	tianjinlianhongkejiyouxiangongsi
112	tonybin
113	tuanchauho33734
114	tubiwu1288
115	tuoyuxiang2134
116	Unique goods shop
117	Vendouya Shoes
118	wangfeng2134
119	wangshengchao6102
120	wangshihecheng
121	wangwei118
122	wangxinyuan1998
123	wangxinyue32715
124	Weicaishan552
125	wfh43
126	wjlqwaszxcv
127	Wosodnsuner
128	xiahongjie83854
129	xiarongtian1045
130	xieqingqing3688
131	XIEZHIWEI
132	xiushuizhilishang
133	xu1220XIAO
134	xuaimin Store
135	YangHiMI
136	yangxiufei51320
137	yangzhiquan65391
138	yanruihao51161
139	Yaunghux
140	YIJIN25
141	YIJIN31

142	zhangyuanming521
143	zhanmin51042
144	zhengyan8
145	Zhoushanshan7805
146	zhuayuanjialmn
147	zhujiazheng2319
148	zongjian6688
149	BOVINA
150	BVT GLOBAL
151	CDS Poster Shop
152	daojia1
153	ESA-loving
154	FrederickR
155	JAK Poster Shop
156	Ling Hui Poster
157	LSHAN Design Co., Ltd
158	LY Poster Shop
159	Pham 5
160	Philip Arts
161	QINGXIONG
162	SanYaShiLiangZhuKeJiYouXianGongSi
163	Sen Lo Tin Sin
164	shan dong yi te jian gong you xian gong si
165	shandongshenghonghunrenliziyuanyouxiangongsi
166	SoniaWOryan
167	Sorafilson
168	tangwenbo003
169	tiaoxiemaoyi
170	tingzhenqianmaoyi
171	wikesonmat
172	XinShoDian
173	XXHFCH
174	yangmin Poster Shop
175	ZhiLong Poster
176	永定区婕铭发百货店
177	腊珍子
178	100% cotton T-shirt 39 Store
179	100% cotton T-shirt LS Store
180	100% cotton T-shirts 49 Store
181	123bilili Store
182	A364 Store
183	Ainsley Store
184	Bugat Store
185	CosyUnion Store
186	Cotton T-shirt AM Store
187	Cozyroam-Fashion Store
188	DHD9 Store

189	Ferla Store
190	FreeEasy Store
191	gon niu Store
192	HD Posters Store
193	hei dong Store
194	Hugoo Store
195	MavisMarjorie Store
196	MIss-Shiny Store
197	Mrs-Love Store
198	Shop1100003007 Store
199	Shop1100005092 Store
200	Shop1100012125 Store
201	Shop1100081112 Store
202	Shop1100170307 Store
203	Shop1100176218 Store
204	Shop2963021 Store
205	Shop3678028 Store
206	Shop5597358 Store
207	shop564984 Store
208	Shop910350289 Store
209	Shop910365020 Store
210	Shop910442297 Store
211	Shop910743018 Store
212	Shop911115228 Store
213	Shop911120067 Store
214	Shop911131078 Store
215	Shop911660348 Store
216	Shop912625939 Store
217	Shop912626211 Store
218	Shop912626490 Store
219	Shop912627254 Store
220	ToBeLegend Store
221	Vivini Store
222	ZHMT Decor Store