

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

BULGARI, S.p.A.,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-00805

Judge Ronald A. Guzman

Magistrate Judge Susan E. Cox

PRELIMINARY INJUNCTION ORDER

Bulgari, S.p.A. (“Bulgari” or “Plaintiff”) 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 17, 2022, [24] (“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 and Domain names.

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 "BVLGARI 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 BVLGARI Trademarks. *See* Docket Nos.[17], [18], 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 BVLGARI 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 BVLGARI 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 BVLGARI Trademarks, and (3) Defendants' use of the BVLGARI 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 BVLGARI 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 BVLGARI 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 BVLGARI product or not authorized by Plaintiff to be sold in connection with the BVLGARI Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine BVLGARI 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 BVLGARI 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 BVLGARI 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. ("eBay"), 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 Plaintiff expedited discovery, limited to copies of

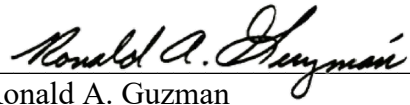
documents and records in such person's or entity's possession or control sufficient to determine:

- 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"), eBay, 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).
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 BVLGARI Trademarks.

6. Any Third Party Providers, including PayPal, eBay, 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 Exhibits 5 and 6 to the Declaration of Laurence Morel-Chevillet, 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 Exhibits 5 and 6 to the Declaration of Laurence Morel-Chevillet 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 "The Partnerships 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. Schedule A to the Complaint [2], Exhibits 5 and 6 to the Declaration of Laurence Morel-Chevillet [17, 18], and the TRO [24] 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 ten thousand dollars (\$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:



Ronald A. Guzman
United States District Judge

Dated: March 24, 2022

**Bulgari, S.p.A. v. The Partnerships and Unincorporated Associations Identified on Schedule "A" - Case
No. 22-cv-00805**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	ggsml.en.alibaba.com	Guigang Senmeilang Leather Manufacturing Co., Ltd.
2	junyism.en.alibaba.com	Hangzhou Junyi Trading Co., Ltd.
3	odian.en.alibaba.com	Dongguan Oodian Jewelry Co., Ltd.
4	ywhengcan.en.alibaba.com	Yiwu Hengcan Bag Co., Ltd.
5	aliexpress.com/store/1850066	DODO&HIHANG Official Store
6	aliexpress.com/store/4994236	K2 Store
7	aliexpress.com/store/5055021	CHUPERMORE factory Store
8	aliexpress.com/store/5073354	Smily0630 Store
9	aliexpress.com/store/5113120	Shop5113120 Store
10	aliexpress.com/store/5128020	CHSXY Official Store
11	aliexpress.com/store/5297001	Shop5297001 Store
12	aliexpress.com/store/5365102	Vnelstyle Franchise Store
13	aliexpress.com/store/5621118	Wansen Bags factory Store
14	aliexpress.com/store/5744022	PS Digital Store
15	aliexpress.com/store/5786599	Tengci Store
16	aliexpress.com/store/910352095	Fierce Wind Store
17	aliexpress.com/store/910547097	BEWEY Store
18	aliexpress.com/store/911118145	LAYA JEWELRY Official Store
19	aliexpress.com/store/911194014	Shop911194014 Store
20	aliexpress.com/store/911717239	MAOYUHONG Store
21	aliexpress.com/store/911772359	Meirenyi Store
22	aliexpress.com/store/911945789	Akeyon Oversea Bag Store
23	aliexpress.com/store/912102035	TrendyBags Store
24	aliexpress.com/store/912189603	Belinka Store
25	aliexpress.com/store/933772	CHSANATO Official Store
26	aliexpress.com/store/912003071	MOERWIN Store
27	aliexpress.com/store/3910027	good shopping888 Store
28	aliexpress.com/store/4475035	Shop4475035 Store
29	aliexpress.com/store/5840104	Shop5840104 Store
30	aliexpress.com/store/910570073	Shop910570073 Store
31	amazon.com/sp?seller=A1ESY9JOMU2NM4	xi hai store
32	amazon.com/sp?seller=A1JQMTN54Z8L9Y	hongbo industrial group
33	amazon.com/sp?seller=A2LG1W2N0Y2I4A	GYMLP

34	amazon.com/sp?seller=A2WIXJTZSEWV03	Yuxubaihuo
35	amazon.com/sp?seller=A3FOI0B3TUSA8B	juyiyu
36	amazon.com/sp?seller=AR7AHHY659Y6R	AR7AHHY659Y6R
37	amazon.com/sp?seller=AX8DBV1YAAWQH	TH store
38	dhgate.com/store/14171143	citylights
39	dhgate.com/store/20062048	lyalove007 Store
40	dhgate.com/store/20063149	haoshuai1
41	dhgate.com/store/20216802	leochan16 Store
42	dhgate.com/store/20223682	hello_watch Store
43	dhgate.com/store/20236526	kkhhey Store
44	dhgate.com/store/2032585	neideng Store
45	dhgate.com/store/20325852	neideng
46	dhgate.com/store/20331271	cegui Store
47	dhgate.com/store/20331352	xingma Store
48	dhgate.com/store/20376451	huawanwei Store
49	dhgate.com/store/20502109	huangrongguojing1986
50	dhgate.com/store/21051154	cyc1222
51	dhgate.com/store/21090752	queensbags Store
52	dhgate.com/store/21146010	a201899 Store
53	dhgate.com/store/21147432	Wholesalebear Store
54	dhgate.com/store/21161077	yiyu22
55	dhgate.com/store/21161082	jingyu22
56	dhgate.com/store/21161100	nianyue99
57	dhgate.com/store/21183573	topclone_watch Store
58	dhgate.com/store/21196395	prettypersuasion Store
59	dhgate.com/store/21223500	hougedianpu Store
60	dhgate.com/store/21228847	fjking Store
61	dhgate.com/store/21275000	designer handbags Store
62	dhgate.com/store/21344876	discountstore2015
63	dhgate.com/store/21406630	nice_suppliers Store
64	dhgate.com/store/21519792	goodad Store
65	dhgate.com/store/21520035	hlwyluck
66	dhgate.com/store/21522197	lovely0505
67	dhgate.com/store/21528124	bestbagshoe
68	dhgate.com/store/21552951	designerbagschina Store
69	dhgate.com/store/21606595	zy51861 Store
70	dhgate.com/store/21607928	dp02
71	dhgate.com/store/21611477	kooduyins
72	dhgate.com/store/21616726	maskfashiondate
73	dhgate.com/store/21616751	weaselshop
74	dhgate.com/store/21629310	lqf1688 Store

75	dhgate.com/store/21632316	qianqilegou
76	dhgate.com/store/21634663	nainaixii
77	dhgate.com/store/21635555	jeffgreen Store
78	dhgate.com/store/21640803	boao513112 Store
79	dhgate.com/store/21641366	jackn393 Store
80	dhgate.com/store/21649793	ztycase Store
81	dhgate.com/store/21651223	shoes nbasports Store
82	dhgate.com/store/21656165	ztycase168 Store
83	dhgate.com/store/21661465	babyhouse2020
84	dhgate.com/store/21661844	xy888999 Store
85	dhgate.com/store/21665469	Luxury bags Store
86	dhgate.com/store/21665830	tototopjewelry
87	dhgate.com/store/21665894	xinfeng55 Store
88	dhgate.com/store/21667031	ccjewellery Store
89	dhgate.com/store/21667149	ahkoanqgwin
90	dhgate.com/store/21669020	shuanggua55 Store
91	dhgate.com/store/21669021	wengua55 Store
92	dhgate.com/store/21669022	jiagua55 Store
93	dhgate.com/store/21673049	dealsbags
94	dhgate.com/store/21673845	linnab
95	dhgate.com/store/21673999	amos3c
96	dhgate.com/store/21679133	good bags789 Store
97	dhgate.com/store/21681646	lianquan007
98	dhgate.com/store/21685112	mxcz777 Store
99	dhgate.com/store/21685889	qiaoye bag1
100	dhgate.com/store/21687846	telfar Store
101	dhgate.com/store/21688729	zy678
102	dhgate.com/store/21689623	zhibin02 Store
103	dhgate.com/store/21690783	liansuo Store
104	dhgate.com/store/21690784	lianlei Store
105	dhgate.com/store/21690787	liandai Store
106	dhgate.com/store/21690788	lianmian Store
107	dhgate.com/store/21691075	lianta Store
108	dhgate.com/store/21691079	liangu Store
109	dhgate.com/store/21691081	lianmao Store
110	dhgate.com/store/21691083	pailian Store
111	dhgate.com/store/21691085	lianqun Store
112	dhgate.com/store/21693741	runningdhgateo
113	dhgate.com/store/21694637	designer bags I Store
114	dhgate.com/store/21694652	luxurybags3
115	dhgate.com/store/21696040	ggbags625 Store

116	dhgate.com/store/21697336	designer qq Store
117	dhgate.com/store/21698086	mhhao668renrs Store
118	dhgate.com/store/21699705	diyvanssneakers Store
119	dhgate.com/store/21702052	good_bags987 Store
120	dhgate.com/store/21720161	rain6rainbow Store
121	dhgate.com/store/21743939	handbagxxx Store
122	dhgate.com/store/21746058	oudium Store
123	dhgate.com/store/21746061	geigeiskr Store
124	wish.com/merchant/5f62dc2aa224a301a28db65c	Rashord
125	luxury-mercury.com	luxury-mercury.com
126	taxidodo.com	taxidodo.com

Defendant Domain Names		
No	URL	Name / Seller Alias
127	arrepticawatches.com	arrepticawatches.com
128	curvetosavenation.com	curvetosavenation.com
129	luxebagsa.com	luxebagsa.com
130	medolia.shop	medolia.shop
131	noobreplica.com	noobreplica.com
132	peterclassen.com	peterclassen.com
133	surichb.com	surichb.com
134	surichd.com	surichd.com
135	suriche.com	suriche.com
136	surichtop.com	surichtop.com
137	upluxury-buy.com	upluxury-buy.com
138	watcheslool.com	watcheslool.com
139	wish-luxury.com	wish-luxury.com
140	yibenjewelry.com	yibenjewelry.com