

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

BAD VIBES FOREVER, LLC,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-00880

Judge Jorge L. Alonso

Magistrate Judge Heather K. McShain

PRELIMINARY INJUNCTION ORDER

Plaintiff BAD VIBES FOREVER, LLC (“BAD VIBES”) 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 BAD VIBES’ Motion in part as follows.

This Court finds BAD VIBES has provided notice to Defendants in accordance with the Temporary Restraining Order entered February 25, 2022, [18] (the “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, BAD VIBES 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 BAD VIBES' federally registered trademarks, which are covered by U.S. Trademark Registration Nos. 5,654,600; 5,771,321; and 5,627,992 (the "XXXTENTACION Trademarks") to residents of Illinois. In this case, BAD VIBES 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 XXXTENTACION 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 XXXTENTACION 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 BAD VIBES' previously granted Motion for Entry of a TRO establishes that BAD VIBES has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that BAD VIBES will suffer irreparable harm if the injunction is not granted.

Specifically, BAD VIBES has proved a *prima facie* case of trademark infringement because (1) the XXXTENTACION 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 XXXTENTACION Trademarks, and (3) Defendants' use of the XXXTENTACION Trademarks is causing a likelihood of confusion as to the origin or

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

VIBES, or are sponsored by, approved by, or otherwise connected with BAD VIBES; and

- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, or returning, in any manner, products or inventory not manufactured by or for BAD VIBES, nor authorized by BAD VIBES to be sold or offered for sale, and which bear any of BAD VIBES' trademarks, including the XXXTENTACION 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 BAD VIBES' 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 Alipay US, Inc. and its related companies and affiliates ("Alipay"), (collectively, the "Third Party Providers"), shall, within five (5) business days after receipt of such notice, provide to BAD VIBES 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, Alipay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon BAD VIBES' request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within five (5) business 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 XXXTENTACION Trademarks.
5. Any Third Party Providers, including Alipay, shall, within five (5) business 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 Robert A. Celestin, Esq., 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. BAD VIBES 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 Robert A. Celestin, Esq. and any e-mail addresses provided for Defendants by third parties. The combination of providing notice via electronic publication or 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 Robert A. Celestin, Esq. [12], the TRO [17] and the Amended TRO [18] 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 \$10,000 bond posted by BAD VIBES 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, consisting of a large, loopy 'J' followed by a smaller 'A' and a period.

Jorge L. Alonso
United States District Judge

Dated: March 25, 2022

Schedule A

No.	Defendants
1	GHH20 Store
2	Gkangkang Store
3	gkul Store
4	Global Hat Store
5	Global Print Dropshipping Store
6	Gmsx Store
7	gong niu Store
8	Good For 007 Store
9	GOODVERY Store
10	Greatt T-shirt Store
11	GreenArk Store
12	GTT002 Store
13	GTT007 Store
14	Guangzhou hat factory
15	GUYI Frame N Clutch Store
16	Hai Apparel Store
17	Hai Print Store
18	Hai Xiang Store
19	Halle-Berry Store
20	HANGJIA Official Store
21	hangzhouhaoyan Store
22	Haocong Store
23	Harajuku Anime Clothes Store
24	Harajuku casual Store
25	Harajuku Women T-shirt Store
26	HDA01 Store
27	hei dong Store
28	hei ma Store
29	Hengyang Men Trend Store
30	High quality-15 Store
31	HighStreet Store
32	Hitstars Store
33	hjl6666 Store
34	HO Trend House Store
35	Hokkaido Store
36	Hongxin Tiansheng Store
37	Hoodies Dropshipping Store
38	Hoodies Factory. Store
39	HORAYO Store

40	HU-qi Store
41	HX Factory No.2 Store
42	IGGY9988 Store
43	it tshirt L Store
44	It tshirt Store
45	It's either black or white Store
46	Jane's store
47	jiabaoyu Store
48	JJ666 Store
49	JMS trend Store
50	JSYS 01 Store
51	Juyou trend Store
52	JWF Store
53	K&K Print Clothes Factory Store
54	KaiLiDeA Store
55	KAIYESS Store
56	Kanye West Store
57	KDH.6 Store
58	KDH.9 Store
59	KDH10 Store
60	KDH12 Store
61	KDH9 Store
62	Keep warm in winter Store
63	KHL Store
64	KHS.2 Store
65	KKLL03 Store
66	Koloro Store
67	ku qi Store
68	Landada Store
69	laojiekou tshirt Store
70	Leisure sweater Store
71	leviortin Official Store
72	Li Xiaoqing shop Store
73	Licheng New Men Clothes Store
74	Licheng New Men's Store
75	Likun Business Store
76	Lilipinkhat Store
77	lingling and yuyu Store
78	Linsennia Harajuku Store
79	Lisa discount store Store
80	little price 02 Store

81	Littlefairy Store
82	long ji Store
83	Lovis Store
84	loyalget Store
85	luckyfriday pop clothes Store
86	Maelove Animation Store
87	maiguoguo Store
88	mancan Store
89	MAN'S168 Store
90	Marshmello Store
91	Martha Baby Store
92	Mary costume Store
93	May's Boutique Store
94	Meaning animastoretion Store
95	Men And Women Clothes Shop Store
96	MEN TREND Store
97	Men Women Kids Streetwear Store
98	Mengo Store
99	Men's 888 Store
100	Men's Wardrobe Shop Store
101	Men's Women's Hoodie Suit 666 Store
102	Men's Women's Hoodie Suit 888 Store Store
103	Mentees LiuZ Store
104	MI YA 999 Store
105	MI YA Store
106	mone Store
107	MORS Store
108	Mr Stone Store
109	mthere Store
110	My Siking Store
111	mygoodjava Store
112	NIYOQUE Online Store
113	NO:000007 Store
114	NOVELS Store
115	OJUI HD Store
116	Pay attention to high quality Store
117	Personality Factory Store
118	Personality FH Print Store
119	Personalized JF Print Store
120	Personalized Printed T-shirt/Hoodies Store
121	Peter Clothes Store

122	Pingyuan sportswear Store
123	PLD8 Store
124	PLD9 Store
125	PLstar Cosmos NO.2 Store
126	PNZZ Store
127	print 03 Store
128	print clothes factory discount Store
129	Printed 100% cotton T-shirt 016 Store
130	Printed 100% cotton T-shirt 017 Store
131	Printed 100% cotton T-shirt 021 Store Store
132	Printed 100% cotton T-shirt 022 Store Store
133	Printed 100% cotton T-shirt 024 Store Store
134	Printed 100% cotton T-shirt 025 Store Store
135	Printed 100% cotton T-shirt 028 Store Store
136	Printed 100% cotton T-shirt 029 Store Store
137	Printed 100% cotton T-shirt 030 Store Store
138	Printed 100% cotton T-shirt 031 Store Store
139	Printed 100% cotton T-shirt 032 Store Store
140	Printed 100% cotton T-shirt 033 Store Store
141	QiLin1 Store
142	Qin Printed Store
143	Quietly123 Store
144	Re6urNinG Store
145	RUI WEI
146	sadaf1523 Store
147	Safeshine Store
148	SanYuan Store
149	Senhao Store
150	SES9 Store
151	SEYAN Store
152	ShaGen Store
153	shang yun Store
154	Shirt factory Store
155	shop 911068 Store
156	Shop1180166 Store
157	Shop1251073 Store
158	Shop1972984 Store
159	Shop2212169 Store
160	Shop3379022 Store
161	Shop4039037 Store
162	Shop4390096 Store

163	Shop4405087 Store
164	Shop4410217 Store
165	Shop4642030 Store
166	Shop4836029 Store
167	Shop4840035 Store
168	Shop4926029 Store
169	Shop5058301 Store
170	Shop5207015 Store
171	Shop5255148 Store
172	Shop5261054 Store
173	Shop5367305 Store
174	Shop5372066 Store
175	Shop5372234 Store
176	Shop5373198 Store
177	Shop5393036 Store
178	Shop5419301 Store
179	Shop5422269 Store
180	Shop5596041 Store
181	Shop5624132 Store
182	Shop5634058 Store
183	Shop5634170 Store
184	Shop5782631 Store
185	Shop5787387 Store
186	Shop5793809 Store
187	Shop5844267 Store
188	Shop5872272 Store
189	Shop5880366 Store
190	Shop5881751 Store
191	Shop5886009 Store
192	Shop5891198 Store
193	Shop815655 Store
194	shop88888822 Store
195	Shop900241315 Store
196	Shop910321241 Store
197	Shop910324380 Store
198	Shop910340233 Store
199	Shop910348127 Store
200	Shop910354141 Store
201	Shop910445299 Store
202	Shop910566089 Store
203	Shop910638063 Store

204	Shop910673021 Store
205	Shop910817013 Store
206	Shop910936042 Store
207	Shop911041022 Store
208	Shop911057134 Store
209	Shop911062141 Store
210	Shop911127080 Store
211	Shop911231191 Store
212	Shop911262045 Store
213	Shop911264219 Store
214	Shop911265086 Store
215	Shop911302028 Store
216	Shop911381180 Store
217	Shop911398026 Store
218	Shop911411436 Store
219	Shop911417411 Store
220	Shop911520080 Store
221	Shop911561433 Store
222	Shop911571419 Store
223	Shop911606539 Store
224	Shop911615011 Store
225	Shop911956242 Store
226	Shop912624397 Store
227	Shop912624648 Store
228	Shop912624768 Store
229	Shop912625118 Store
230	Shop912625266 Store
231	Shop912625273 Store
232	Shop912625343 Store
233	Shop912625391 Store
234	Shop912625966 Store
235	Shop912625967 Store
236	Shop912626019 Store
237	Shop912627297 Store
238	shop999000170 Store
239	ShopAliaeCgnewfuture Store
240	ShopAliaeDcewfuture Store
241	Si Bao Store
242	Zeyu Store
243	Zhuge Liang's Wisdom 8 Small Shop
244	ZKH.4 Store

245	ZKH.7 Store
246	ZKH.9 Store
247	ZORAJ Store
248	ZSIIBO Shopping Center Store
249	zx918918 Store
250	ZZONEKID Store