

**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-00814

**Judge Manish S. Shah**

**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 [Amended] Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the online marketplace accounts identified in [Amended] Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS BAD VIBES’ Motion as follows.

This Court finds BAD VIBES has provided notice to Defendants in accordance with the Temporary Restraining Order entered April 4, 2022, [17] (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. *See* Docket No. [15].

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, returning, or otherwise disposing of, 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 seven (7) calendar 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 4, shall within seven (7) calendar 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 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 [Amended] 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 Complaint, this Order, and other relevant documents on a website and/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 Clerk of the Court is directed to issue a single original summons in the name of “^(oo)^ Store and

all other Defendants identified in the Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication and/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 [Amended] Schedule A to the Complaint [10], Exhibit 2 to the Declaration of Robert A. Celestin, Esq. [15], and the TRO [17] 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:

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Manish Sh. Shah  
United States District Judge

Dated: May 12, 2022

**[Amended] Schedule A**

| <b>No.</b> | <b>Defendants</b>                                    |
|------------|--|
| 1          | ^(oo)^ Store   |
| 2          | GHH26 Store  |
| 3          | GiveMeFiveing Store                                  |
| 4          | Global Certified Store                               |
| 5          | Global Whosale Center Store                          |
| 6          | gon niu Store  |
| 7          | Good friend China Store                              |
| 8          | GTT10 Store  |
| 9          | Guan Jun Store                                       |
| 10         | Guanghui Dropship Store                              |
| 11         | GYM WINER new Store                                  |
| 12         | GYM WINER very good Store                            |
| 13         | Hangzhou Xizhi Qingfang Network Technology Co., Ltd. |
| 14         | Harajuku Clothes Store                               |
| 15         | Harajuku Design Factory Store                        |
| 16         | Harajuku Hoodies Store                               |
| 17         | Have a Store   |
| 18         | HIPFANDI Store                                       |
| 19         | Hoodie clothes Store                                 |
| 20         | HT Personality Print Store                           |
| 21         | Huixinhao Store                                      |
| 22         | hulingling Store                                     |
| 23         | HY003 Store  |
| 24         | HZtwo Store  |
| 25         | In my way Store                                      |
| 26         | JD-666 Store   |
| 27         | JIAMEICHENG Store                                    |
| 28         | jian666 Store  |
| 29         | Jiangxi Smile Garment Co., Ltd.                      |
| 30         | jiangxihuitian Official Store                        |
| 31         | jinhua Maozi Store                                   |
| 32         | JIUZHE Store   |
| 33         | JJFF Personalized Print Store                        |
| 34         | JU BAO LONG Store                                    |
| 35         | Juma Tshirt Store                                    |
| 36         | JWFIVE Store   |
| 37         | K7 Global Dropshipping Store                         |
| 38         | Kadudi Store   |

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| 39 | KANYE BOOK Store                      |
| 40 | Kanye Hip-Hop Store                   |
| 41 | Kavsenraies Factory Store             |
| 42 | KingGo Store                          |
| 43 | KissEarth Store                       |
| 44 | KK02 Store                            |
| 45 | KOKO's Store                          |
| 46 | Kpop Bang Store                       |
| 47 | Kpop Harajuku Clothes Store           |
| 48 | k-pop Officiall Store                 |
| 49 | K-Pop Trendy88 Clothes Store          |
| 50 | kstomize Store                        |
| 51 | Lanchun Fashion Shopping Mall         |
| 52 | Lao Wangjia Store                     |
| 53 | Leoman Sportswear Store               |
| 54 | LI DU Homes Store                     |
| 55 | li xiao long Store                    |
| 56 | liaolixia clothes Store               |
| 57 | liaomei l Store                       |
| 58 | Libreclans Store                      |
| 59 | linhao Store                          |
| 60 | Lisa And Arnold Store                 |
| 61 | Liuzhou Rongxing Investment Co., Ltd. |
| 62 | LLLUuu Store                          |
| 63 | Long Healthy Store                    |
| 64 | Lynne Store                           |
| 65 | Manda Trading Company Store           |
| 66 | Manway Store                          |
| 67 | MASONRRINCE Store                     |
| 68 | Men Casual Cotton Tshirt Store        |
| 69 | men left women right                  |
| 70 | Men's Women's Hoodie Suit 999 Store   |
| 71 | mfour Store                           |
| 72 | MI YA 888 Store                       |
| 73 | ming ding 99 Store                    |
| 74 | Ming Store                            |
| 75 | Mocho House Store                     |
| 76 | MOKMORSMclothing NO.666 Store Store   |
| 77 | MPstuidos Store                       |
| 78 | Mr Lu Store                           |
| 79 | Mr Right's Collection                 |



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| 80  | Mr. yin Store                                |
| 81  | MRluo123 Store                               |
| 82  | Ms. Guo Trend Store                          |
| 83  | Ms. Li's Clothes Store Store                 |
| 84  | mtwo Store                                   |
| 85  | My straw hat costume Store                   |
| 86  | Nanchang Clearly Import And Export Co., Ltd. |
| 87  | Nanchang Sunton Garment Co., Ltd.            |
| 88  | Nanchang Yunlei Industry Trade Co., Ltd.     |
| 89  | NULL Bag Store                               |
| 90  | OKMJS 555 Store                              |
| 91  | OKMJS 777 Store                              |
| 92  | OKMJS Speciality Store                       |
| 93  | Oooh yeah Store                              |
| 94  | OT Men Store                                 |
| 95  | Participant Store                            |
| 96  | Pengfei Store                                |
| 97  | pku Store                                    |
| 98  | pku.4 Store                                  |
| 99  | Pop quality clothes Store                    |
| 100 | Promise under the st                         |
| 101 | Qingdao hat factory Store                    |
| 102 | Qtan Cloth Store                             |
| 103 | Queen Street online street                   |
| 104 | Quickly professional drop shipping Store     |
| 105 | R8 Global Dropshipping Store                 |
| 106 | Rddddd Store                                 |
| 107 | Reggae Costume Store                         |
| 108 | Reputation Store                             |
| 109 | Revenge shop                                 |
| 110 | REVIVAL GARMENT Store                        |
| 111 | revival Store                                |
| 112 | Rholygrownow Store                           |
| 113 | RULEE black fear                             |
| 114 | S85 Store                                    |
| 115 | SANDMAN Accessories Factory Store            |
| 116 | sedno Store                                  |
| 117 | Self-seeking Store                           |
| 118 | service buyer Store                          |
| 119 | Shenzhen Kingdoms Clothing Co., Ltd.         |
| 120 | SHINE HX Store                               |

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|-----|---------------------|
| 121 | shirttee Store      |
| 122 | SHOP 99000150 Store |
| 123 | Shop1795578 Store   |
| 124 | Shop1823840 Store   |
| 125 | Shop2278003 Store   |
| 126 | Shop3390006 Store   |
| 127 | Shop3977014 Store   |
| 128 | Shop4037040 Store   |
| 129 | Shop4059005 Store   |
| 130 | Shop4267022 Store   |
| 131 | Shop4411017 Store   |
| 132 | Shop4447029 Store   |
| 133 | Shop5151023 Store   |
| 134 | Shop5243284 Store   |
| 135 | Shop5247002 Store   |
| 136 | Shop5372251 Store   |
| 137 | Shop5372332 Store   |
| 138 | Shop5441230 Store   |
| 139 | Shop5518102 Store   |
| 140 | Shop5593236 Store   |
| 141 | Shop5624157 Store   |
| 142 | Shop5780267 Store   |
| 143 | Shop5797251 Store   |
| 144 | Shop5876336 Store   |
| 145 | Shop5880309 Store   |
| 146 | Shop5880373 Store   |
| 147 | Shop5891698 Store   |
| 148 | shop65498546 Store  |
| 149 | Shop726174 Store    |
| 150 | Shop900242238 Store |