

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

CHARLES L. SCHMIDT,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-02353

Judge John J. Tharp, Jr.

Magistrate Judge Beth W. Jantz

**PRELIMINARY INJUNCTION ORDER**

Plaintiff Charles L. Schmidt (“SCHMIDT”) 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 SCHMIDT’s Motion in part as follows.

This Court finds SCHMIDT has provided notice to Defendants in accordance with the Temporary Restraining Order entered May 9, 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 SCHMIDT has provided a basis to conclude that Defendants have sold products using infringing and counterfeit versions of SCHMIDT’s federally registered trademark (the “KEYBOARD CAT Trademark”).

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 SCHMIDT's previously granted Motion for Entry of a TRO establishes that SCHMIDT has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that SCHMIDT will suffer irreparable harm if the injunction is not granted.

Specifically, SCHMIDT has proved a *prima facie* case of trademark infringement because (1) the KEYBOARD CAT Trademark 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 KEYBOARD CAT Trademark, and (3) Defendants' use of the KEYBOARD CAT Trademark is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with SCHMIDT. Furthermore, Defendants' continued and unauthorized use of the KEYBOARD CAT Trademark irreparably harms SCHMIDT through diminished goodwill and brand confidence, damage to SCHMIDT's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, SCHMIDT 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 KEYBOARD CAT Trademark 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 SCHMIDT

product or not authorized by SCHMIDT to be sold in connection with the KEYBOARD CAT Trademark;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine SCHMIDT product or any other product produced by SCHMIDT, that is not SCHMIDT's or not produced under the authorization, control, or supervision of SCHMIDT and approved by SCHMIDT for sale under the KEYBOARD CAT Trademark;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of SCHMIDT, or are sponsored by, approved by, or otherwise connected with SCHMIDT; 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 SCHMIDT, nor authorized by SCHMIDT to be sold or offered for sale, and which bear any of SCHMIDT's trademarks, including the KEYBOARD CAT Trademark, 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 SCHMIDT'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 SCHMIDT 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 SCHMIDT’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 KEYBOARD CAT Trademark.

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 Charles L. Schmidt, 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. SCHMIDT 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 Charles L. Schmidt 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 "April Ridley 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 Charles L. Schmidt (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 \$161,000.00 bond posted by SCHMIDT 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, appearing to read "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.  
United States District Judge

Date: June 2, 2022

**Schedule A**

<b>No.</b>	<b>Defendant</b>
1	April Ridley
2	ashtoncharles
3	ayu0811
4	Beverly Glasure
5	cangyrng
6	chaxiaoyan0344963589
7	chayouxian Store
8	chenxiuying1121
9	chenyinhai1234
10	chenyujie123
11	chuxiaofeng1699
12	Crystal Wisness
13	dongchichi3183
14	Elizabeth Morla
15	fanxinliang fashion
16	fengting fashion
17	fhueyuhwn
18	gaoliyan7758521
19	geyang
20	Ghgfdxb
21	guokang166836
22	haixueyan1990
23	Harlan Tompkins
24	homwoxber
25	houzhiyuan0034
26	hshdhd
27	hufuyong3648
28	huixu fashion store
29	Jay Guerra
30	jianlin supper-market
31	jiayun fashion
32	jimmy33003
33	Jiongyuner Shoes
34	Jordan Valdez
35	juyun295
36	kathleen flier
37	Kmzka
38	kongchuiting99
39	Laura Hamlin
40	lebsackmalcom
41	lenelsmhea
42	liangshanshan45468

43	liaohuizhen fashion
44	lishun123
45	lisiqin520
46	Litiet
47	liuchunxiang66058
48	liumaolin181481
49	liupanpang
50	liusanyuan1197
51	liuwenqian66058
52	liuxiaowan666
53	Liweihua1995305
54	lu shan228
55	Luxue20
56	lvchao88988
57	lweih
58	maofeng Store me
59	mawenwen Store
60	meilei1
61	molili61018
62	mosonsxc
63	naishikuan138792489
64	nilongjin8447
65	nnvhuqupo
66	oiynul fashion store
67	ongb470
68	Rank Electronics
69	rencaivca
70	S6D6F6
71	shanxinting
72	shenrihongmei
73	shijingli1234
74	shitongjianbie20
75	suquesh
76	SuYing0.
77	tanyidan fashion
78	thanweitao211
79	tingting65892345
80	tongjianhong198217
81	tushikui1230
82	tuyruwuhe
83	uzuio9
84	vcdfre33
85	Wangbaoyi601
86	wanghao90151
87	wanglu6638



88	wangshuliang11223344
89	wangxinyuan1998
90	wangyingming6621
91	wangyuan1234
92	WDRDIEV
93	wufush
94	wukai69459
95	wuqiuzengqian
96	wuzihan12007
97	xiaobao130127@163.com
98	xiayuanyuan1529
99	xieqingqing3688
100	xionghanyang1562
101	xiquiuyan21
102	xuhuiqiang Store
103	Yaojiaxin012
104	yehaimiao66459
105	YIJIN20
106	YIJIN22
107	YIJIN41
108	YTTPJKLANN
109	yuanjisongpang
110	yuzijia22786
111	zengzixuan3011
112	zhang li66058
113	zhangjiaqi58619
114	zhangjie163163
115	zhangjing75484967675
116	zhangjinsuo720925
117	zhangjun080
118	zhangzhenzhu147258
119	zhaojian01670
120	zhengshan Store me
121	zhongwenhui Store
122	zhouliming fashion
123	ZLmetals
124	zongtingting0414
125	Ben Klei
126	Custom Auto Frames
127	GGMKii
128	ghidfjks
129	JEFFSOS
130	lkjhdfgg
131	MISSMORN
132	TROPICALE

133	Tsfeje soje
134	Tu Oanh Suzuki
135	wang liyingss
136	WangTingTingXieFuDian
137	WEI JYE CHU
138	Win-Tshirts
139	yanicwholesale
140	zhang lianshan
141	CharmKernel Store
142	li xiao long Store
143	Shop5362060 Store
144	Shop5362061 Store
145	Shop5364072 Store
146	Shop5381079 Store
147	Shop5589454 Store
148	Shop5598049 Store
149	Shop5607400 Store
150	Shop5681021 Store
151	Shop5701035 Store
152	Shop5780294 Store
153	Shop5783898 Store
154	Shop5791610 Store
155	Shop5795457 Store
156	Shop5831239 Store
157	Shop5831240 Store
158	Shop5832376 Store
159	Shop5870118 Store
160	Shop910431079 Store
161	The Sea Of Love DIY-T Shirt Store