

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

MONSTER ENERGY COMPANY,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-02851

Judge Manish S. Shah


PRELIMINARY INJUNCTION ORDER





THIS CAUSE being before the Court on Plaintiff Monster Energy Company’s (“MEC”) Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction as follows against the defendants identified in Schedule A attached hereto (collectively, the “Defendants”) and using the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A (collectively, the “Seller Aliases”).





The Court finds, in the absence of adversarial presentation, that it has personal jurisdiction over the Defendants because the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, MEC 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 bearing unauthorized





¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

copies of the Monster Energy Copyrighted Design (“Stylized claw with jagged edges (original version)” (U.S. Copyright Registration No. VA 1-789-900), issued by the Register of Copyrights on October 11, 2011, and the corresponding supplemental registration changing ownership name from Hansen Beverages Company to Monster Energy Company: VA 1-433-242) and/or using infringing and counterfeit versions of MEC’s federally registered trademarks (the “MONSTER ENERGY Trademarks”) to Illinois residents. A list of the MONSTER ENERGY Trademarks is included in the below chart.

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
3,057,061	MONSTER ENERGY	February 7, 2006	For: fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, carbonated soft drinks, carbonated drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not in class 032.
2,903,214		November 16, 2004	For: Drinks, namely, carbonated soft drinks, carbonated drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, carbonated and non-carbonated energy or sports drinks, fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not in class 032.

4,051,650		November 8, 2011	For: Clothing, namely, t-shirts, hooded shirts and hooded sweatshirts, sweatshirts, jackets, pants, bandanas, sweat bands and gloves; headgear, namely hats and beanies in class 025.
3,963,669		May 17, 2011	For: All-purpose sport bags; all-purpose carrying bags; backpacks; duffel bags in class 018.
3,963,668		May 17, 2011	For: Stickers; sticker kits comprising stickers and decals; decals; posters in class 016.
4,011,301		August 16, 2011	For: Sports helmets; video recordings featuring sports, extreme sports, and motor sports in class 009.

4,822,675		September 29, 2015	For: Lanyards; lanyards for holding whistles, keys, eyeglasses, sunglasses, mobile telephones, badges, identification cards, event passes, media passes, photographs, recording equipment, or similar conveniences in class 022.
3,134,841		August 29, 2006	For: Beverages, namely, carbonated soft drinks, carbonated soft drinks enhanced with vitamins, minerals, nutrients, amino acids and/or herbs, carbonated energy and sports drinks, fruit juice drinks having a juice content of 50% or less by volume that are shelf stable, but excluding perishable beverage products that contain fruit juice or soy, whether such products are pasteurized or not in class 032.
3,923,683		February 22, 2011	For: All-purpose sport bags; all-purpose carrying bags; backpacks; duffle bags in class 018.
3,908,601		January 18, 2011	For: Clothing, namely, t-shirts, hooded shirts and hooded sweatshirts, sweatshirts, jackets, pants, bandanas, sweat bands and gloves; headgear, namely, hats and beanies in class 025.

3,908,600		January 18, 2011	For: Stickers; sticker kits comprising stickers and decals; decals in class 016.
3,914,828		February 1, 2011	For: Sports helmets in class 009.
4,332,062		May 7, 2013	For: Silicone wrist bands; Silicone bracelets; Jewelry, namely, bracelets and wristbands in class 014.
4,660,598		December 23, 2014	For: Lanyards; Lanyards for holding whistles, keys, eyeglasses, sunglasses, mobile telephones, badges, identification cards, event passes, media passes, photographs, recording equipment, or similar conveniences in class 022.

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“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 MEC’s previously granted Motion for Entry of a Temporary Restraining Order establishes that MEC has

demonstrated a likelihood of success on the merits; that no remedy at law exists; and that MEC will suffer irreparable harm if the injunction is not granted.

Specifically, MEC has proved a *prima facie* case of trademark infringement because (1) the MONSTER ENERGY 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 MONSTER ENERGY Trademarks, and (3) Defendants' use of the MONSTER ENERGY Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with MEC. MEC has also proved a *prima facie* case of copyright infringement because it has demonstrated that (1) MEC is the owner of a valid and enforceable Monster Energy Copyrighted Design, and (2) Defendants, without any authorization from MEC, or any right under the law, have deliberately copied, displayed, distributed, reproduced, and/or made derivative works incorporating the Monster Energy Copyrighted Design on the Seller Aliases and the corresponding Unauthorized Monster Energy Products. Furthermore, Defendants' continued and unauthorized use of the MONSTER ENERGY Trademarks and copying of the Monster Energy Copyrighted Design irreparably harms MEC through diminished goodwill and brand confidence, damage to MEC's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, MEC 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. As such, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be preliminarily enjoined and restrained from:

- a. using the MONSTER ENERGY 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 Monster Energy product or not authorized by MEC to be sold in connection with the MONSTER ENERGY Trademarks;
- b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Monster Energy Copyrighted Design in any manner without the express authorization of MEC;
- c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Monster Energy product or any other product produced by MEC, that is not MEC's or not produced under the authorization, control or supervision of MEC and approved by MEC for sale under the MONSTER ENERGY Trademarks and/or the Monster Energy Copyrighted Design;
- d. committing any acts calculated to cause consumers to believe that Defendants' Unauthorized Monster Energy Products are those sold under the authorization, control or supervision of MEC, or are sponsored by, approved by, or otherwise connected with MEC; and
- e. 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 MEC, nor authorized by MEC to be sold or offered for sale, and which bear any of MEC's trademarks, including the MONSTER ENERGY Trademarks, or any reproductions, counterfeit copies or colorable imitations and/or which bear the Monster Energy Copyrighted Design.

2. Upon MEC's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Walmart, Inc. ("Walmart"), and DHgate, Inc. ("DHgate") (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to MEC expedited discovery, including 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 affiliates, officers, agents, servants, employees, confederates, attorneys, and any persons acting in 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, as well as providing a full accounting of Defendants' sales and listing history related to their Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their affiliates, officers, agents, servants, employees, attorneys, and any persons acting in 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, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, Wish.com,

- DHgate, Walmart, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon MEC's request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 2, 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 MONSTER ENERGY Trademarks and/or which bear the Monster Energy Copyrighted Design.
 4. Defendants shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
 5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, Walmart, 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 and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Bruce Kingsland, 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 ordered by this Court.
 6. MEC is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34 and 36, related to:

- a. the identities and locations of Defendants, their affiliates, officers, agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information, including any and all associated e-mail addresses; and
- 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, as well as providing a full accounting of Defendants' sales and listing history related to their Online Marketplaces.

MEC is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within seven (7) calendar days of being served via e-mail.

7. MEC may provide notice of these proceedings 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 by sending an e-mail with a link to said website to Defendants. The Clerk of the Court is directed to issue a single original summons in the name of "01 iPhoneCase Store and all other Defendants identified in the 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], Exhibit 3 to the Declaration of Bruce Kingsland [17], and the TRO [22] 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 Northern District of Illinois Local Rules.
10. The \$50,000 bond posted by MEC shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

DATED: July 12, 2022



Manish S. Shah
United States District Judge

**Monster Energy Company v. The Partnerships and Unincorporated Associations Identified on
Schedule "A" - Case No. 22-cv-02851**

Schedule A

Defendant Online Marketplaces

No	URL	Name / Seller Alias
1	aliexpress.com/store/912626437	01 iPhoneCase Store
2	aliexpress.com/store/1805522	Andy Lucky Star Market
3	aliexpress.com/store/5049020	Anhids Store
4	aliexpress.com/store/3273019	baby lullaby Store
5	aliexpress.com/store/5603079	Current bottle Store
6	aliexpress.com/store/912659313	Doi Store
7	aliexpress.com/store/911755501	FEIDA Store
8	aliexpress.com/store/5887764	Funshop99 Store
9	aliexpress.com/store/1244911	Guangdong JH Fashion Home Limited
10	aliexpress.com/store/3248060	HappyCow Store
11	aliexpress.com/store/3088053	HHXX Phone Accessories Store
12	aliexpress.com/store/5594291	HongLi918 Store
13	aliexpress.com/store/2780132	HYCCOMEBY Official Store
14	aliexpress.com/store/2344221	JueJue Toyshop Store
15	aliexpress.com/store/831443	Kayshion Store
16	aliexpress.com/store/5592047	Kids Paradises Store
17	aliexpress.com/store/5592395	Lasuli Store
18	aliexpress.com/store/911602353	LeadingStar RC Parts Store
19	aliexpress.com/store/5602016	LinWenSheng Store
20	aliexpress.com/store/4235015	LKCOMO Official Store
21	aliexpress.com/store/912656025	Luo Luo Trendy Trading Store
22	aliexpress.com/store/2411078	Maiyaca phone accessories Store
23	aliexpress.com/store/912658356	meishaonv Store
24	aliexpress.com/store/912064475	Misri Store
25	aliexpress.com/store/910751044	Morrie Store
26	aliexpress.com/store/910973056	Mr Yamily Store
27	aliexpress.com/store/735005	Mrhuang Store
28	aliexpress.com/store/912315267	Nake's Store
29	aliexpress.com/store/911599844	New Painting Store
30	aliexpress.com/store/912403892	OMYS Professional Homediy Store
31	aliexpress.com/store/5632095	Professional Lanyard House Store
32	aliexpress.com/store/910943047	RONGAILE Store
33	aliexpress.com/store/1100049018	Shop1100049018 Store
34	aliexpress.com/store/1100087311	Shop1100087311 Store

35	aliexpress.com/store/1100124006	Shop1100124006 Store
36	aliexpress.com/store/1100150033	Shop1100150033 Store
37	aliexpress.com/store/1100277170	Shop1100277170 Store
38	aliexpress.com/store/4422213	Shop4422213 Store
39	aliexpress.com/store/4640161	Shop4640161 Store
40	aliexpress.com/store/5681009	Shop5681009 Store
41	aliexpress.com/store/5880034	Shuang En Store
42	aliexpress.com/store/4730006	SmellySheep Store
43	aliexpress.com/store/912680724	Time-honored lanyard Store
44	aliexpress.com/store/912502775	uuu-ZZY-uuu Store
45	aliexpress.com/store/1805248	xm llove Store
46	aliexpress.com/store/2662194	XQboss Store
47	aliexpress.com/store/912682133	YangfanArt Store
48	aliexpress.com/store/911750049	youchi Store
49	aliexpress.com/store/912340554	YYDS coque Store
50	aliexpress.com/store/5784870	Zhao Bingling. Mobile phone accessories Store
51	amazon.com/sp?seller=A1IVDW3M6ZRB5T	A1IVDW3M6ZRB5T
52	amazon.com/sp?seller=A26DMA3YDEXLV7	BaiyiNA
53	amazon.com/sp?seller=A3AISGLI5JP9GJ	Co1Graphic
54	amazon.com/sp?seller=A163AB165GJ574	Divote
55	amazon.com/sp?seller=A13P76DWY2QJFX	Doufafa
56	amazon.com/sp?seller=A1HEDYQ63RL4BF	DWLBrothers
57	amazon.com/sp?seller=A1MNAX1OA4N0GH	hugjuy
58	amazon.com/sp?seller=A3I8LETNVEHWDMD	ingtanhongdahaiyunyouxiangongsi
59	amazon.com/sp?seller=A1QM6O5PVSXF4L	jinghongyan
60	amazon.com/sp?seller=AZLFJIIRCFP2N	Leibozhiye
61	amazon.com/sp?seller=ACF59MKUVT78	LeoMesKing
62	amazon.com/sp?seller=A2RNV0M7YTKT0J	Lin Qiu ling Art
63	amazon.com/sp?seller=A2A4ZYBHN45T	linlunhuang
64	amazon.com/sp?seller=A3ILIYIMOTM0VM	NKLDJDSF2DSHG
65	amazon.com/sp?seller=A1M31K39C11HJY	Panli US
66	amazon.com/sp?seller=A2PARZOVXAVKF7	Peng an
67	amazon.com/sp?seller=A9SEPV6WCRTZQ	qunzill
68	amazon.com/sp?seller=A1UM94OG3DZSJU	Wdn
69	amazon.com/sp?seller=A1EHFRYZTMJAQX	weisst
70	amazon.com/sp?seller=A2ZF0V38AFGJWN	Wenjian
71	amazon.com/sp?seller=A2OZXG81750T5C	WHDFODS2PKSJDKS
72	amazon.com/sp?seller=A4PFDVCSF18IJ	xiaotaizz
73	amazon.com/sp?seller=A2JVRWGN2X07	XY-BLAHBLAH
74	amazon.com/sp?seller=A1IUHACLC1129V	yuanyedianzishangwugongsi

75	amazon.com/sp?seller=A14E9Y6MP70WB9	zhangyunhaidianpu
76	amazon.com/sp?seller=AKNYN3B5FJEXC	zhangyunxiao01
77	amazon.com/sp?seller=A2G6XAA7MVDKPY	zhengzhouhuazaidianzikejiyouxiangongsi
78	amazon.com/sp?seller=A44L1H0393Y3E	ZKMING
79	ebay.com/usr/princess*rose2013	princess-rose2013
80	ebay.com/usr/zenglising1985	zenglising1985