

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

EAGLES, LTD.,

Plaintiff,

v.

WANGXIUCHUN96462 and THE
INDIVIDUALS AND ENTITIES OPERATING
WANGXIUCHUN96462,

Defendants.

Case No. 22-cv-03374

Judge Marvin E. Aspen

Magistrate Judge Jeffrey Cummings

PRELIMINARY INJUNCTION ORDER

Before us is Plaintiff Eagles, Ltd.'s Motion for Entry of a Preliminary Injunction against the fully interactive, e-commerce store¹ operating under the seller alias identified in Schedule A attached hereto (the "Seller Alias"). (Dkt. No. 26.) Having reviewed the evidence before us, we grant Plaintiff's motion as set forth below.

This Court finds that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, 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, accept payment in U.S. dollars, and have offered for sale or sold products using infringing and counterfeit versions of Plaintiff's federally registered trademarks (the "EAGLES Trademarks") to residents of Illinois. A list of the EAGLES Trademarks is included in the below chart.

¹ The e-commerce store url are listed on Schedule A hereto.

REGISTRATION NUMBER	REGISTERED TRADEMARK	INTERNATIONAL CLASSES
1,944,201	EAGLES	For: Entertainment services provided by a musical group in the form of live performances in class 041.
1,960,044	EAGLES	For: Series of musical sound recordings in class 009.
1,995,216	EAGLES	For: Posters, songbooks, and concert tour books in class 016.
2,161,179	EAGLES	For: Clothing, namely, t-shirts, shorts, hats, visors, jerseys, sweatshirts, tank tops, jackets and caps relating to the music group “The Eagles” in class 025.
5,472,692	HOTEL CALIFORNIA	For: Key chains in class 014. For: Guitar picks in class 015. For: Posters in class 016. For: T-shirts; sweatshirts; and bathrobes in class 025. For: Playing cards in class 028.
5,884,547	HOTEL CALIFORNIA	For: Series of sound recordings featuring musical performances; digital media, namely, a series of downloadable sound recordings featuring musical performances in class 009.

This Court further finds that the injunctive relief previously granted in the Temporary Restraining Order (“TRO”) (Dkt. No. 25) 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 EAGLES 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 EAGLES Trademarks, and (3) Defendants' use of the EAGLES 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 EAGLES 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, the 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 or participation with them be preliminarily enjoined and restrained from:
 - a. using the EAGLES Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Eagles product or not authorized by Plaintiff to be sold in connection with the EAGLES Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Eagles 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 EAGLES 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;
 - d. further infringing the EAGLES Trademarks and damaging Plaintiff's goodwill; 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the EAGLES Trademarks, or any reproductions, counterfeit copies, or colorable imitations thereof.
2. Upon Plaintiff'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 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"), DHgate, Inc. ("DHgate"), Etsy, Inc. ("Etsy"), and Walmart Inc. ("Walmart") (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

- a. the identities and locations of Defendants, their 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 respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, 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"), Wish.com, Amazon Pay, DHgate, Etsy, Walmart or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon Plaintiff'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 EAGLES Trademarks.

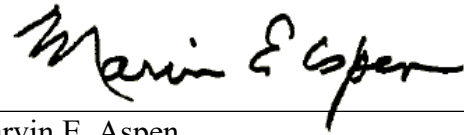
4. Defendants shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Amazon Pay, DHgate, Etsy, and Walmart, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' Seller Alias and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto; 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. Plaintiff is authorized to issue expedited written discovery, pursuant to the Federal Rules of Civil Procedure 33, 34 and 36, related to:
 - a. the identities and locations of Defendants, their 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 respective Online Marketplaces.

Plaintiff is authorized to issue any such expedited discovery requests via e-mail.

Defendants shall respond to any such discovery requests within three (3) business days of being served via e-mail.

7. Plaintiff 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 Amended Complaint, this Order and other relevant documents on a website and by sending an e-mail that includes a link to said website to the e-mail addresses identified in Exhibit A to the Declaration of Service (*see* Dkt. Nos. 28-1, 28-2) and any e-mail addresses provided for Defendants by third parties. 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 Amended Complaint (Dkt. No. 13), Exhibit 3 to the Declaration of Susan Genco (Dkt. No. 19), and the TRO (Dkt. No. 25) 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.
10. The \$1,000 bond posted by Plaintiff shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

It is so ordered.

A handwritten signature in black ink, reading "Marvin E. Aspen". The signature is written in a cursive, flowing style. The first name "Marvin" is written with a large, prominent "M". The last name "Aspen" is written with a large, prominent "A". The signature is positioned above a horizontal line.

Marvin E. Aspen
United States District Judge

Dated: July 25, 2022

**Eagles Ltd. v. wangxiuchun96462 and the Individuals and Entities Operating wangxiuchun96462 -
Case No. 22-cv-03374**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	wish.com/merchant/60b5db4bd34ded03810e7f15	wangxiuchun96462