

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

MERCIS B.V.,

Plaintiff,

v.

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

Defendants.

Case No.: 1:22-cv-02747

Judge Sharon Johnson Coleman

Magistrate Judge Maria Valdez

PRELIMINARY INJUNCTION ORDER

Plaintiff MERCIS B.V. (“MERCIS” or “Plaintiff”) 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 the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS MERCIS’ Motion in part as follows.

This Court finds MERCIS has provided notice to Defendants in accordance with the Temporary Restraining Order entered June 7, 2022, [19] (“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, MERCIS 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 MERCIS' federally registered trademarks and copyright to residents of Illinois. In this case, MERCIS 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 purchase products using counterfeit and infringing versions of the Plaintiff's trademarks and copyright. *See* Docket No. [15], 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 MIFFY Trademarks which are protected by U.S. Trademark Registration Nos. 2,210,029; 2,482,597; 4,248,049; 5,516,174; 5,652,014; 5,663,554 and 5,663,610 (collectively, the "MIFFY Trademarks") and/or products infringing the MIFFY Work, which is protected by U.S. Copyright Registration No. VA 1-054-563 (the "MIFFY Work").

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

Specifically, MERCIS has proved a *prima facie* case of trademark infringement and copyright infringement because (1) the MIFFY Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register and the MIFFY

Work is registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use any of the MIFFY Trademarks and/or MIFFY Work, and (3) Defendants' use of the MIFFY Trademarks and MIFFY Work is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with MERCIS. Furthermore, Defendants' continued and unauthorized use of the MIFFY Trademarks and MIFFY Work irreparably harms MERCIS through diminished goodwill and brand confidence, damage to MERCIS' reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, MERCIS 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, 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 MIFFY Trademarks and MIFFY Work 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 MERCIS product or not authorized by MERCIS to be sold in connection with the MIFFY Trademarks and MIFFY Work;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MERCIS product or any other product produced by MERCIS, that is not MERCIS' or not produced under the authorization, control, or supervision of MERCIS and approved by MERCIS for sale under the MIFFY Trademarks and MIFFY Work;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of MERCIS, or are sponsored by, approved by, or otherwise connected with MERCIS; 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 MERCIS, nor authorized by MERCIS to be sold or offered for sale, and which bear any of MERCIS' trademarks or copyrights, including the MIFFY Trademarks and MIFFY Work, 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 MERCIS' 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' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Alipay US, Inc. and its related companies and affiliates ("Alipay") and Amazon Payments, Inc. ("Amazon"), collectively, the ("Third Party Providers"), shall, within five (5) business days after receipt of such notice, provide to MERCIS 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, 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 Defendant Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Defendant Internet Stores; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, 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 and Amazon, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
- 4. Upon MERCIS' 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 MIFFY Trademarks and MIFFY Work.
- 5. Any Third Party Providers, including Alipay and Amazon, 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 3 to the Declaration

of Frank Padberg, 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. MERCIS 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 3 to the Declaration of Frank Padberg 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 "amzcom 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.
7. MERCIS's Schedule A to the Complaint [2], Exhibit 3 to the Declaration of Frank Padberg [15], and the TRO [19] 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 (Ten Thousand Dollar) bond posted by MERCIS 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 'Sharon Johnson Coleman', written over a horizontal line.

Sharon Johnson Coleman
United States District Judge

Dated: July 13, 2022

Schedule A

No.	Defendant
1	amzcom
2	Chenge Toys
3	dhakhkfg
4	DSXC
5	Four seasons business
6	haoyuanxiaodian
7	henanhulushangmaoyouxiangongsi
8	HGWJ
9	JRBH Lcc
10	LEHA
11	LINDIS'S STORE
12	qinhuangdaopengmengkejiyouxiangongsi
13	shandongjiru
14	shijie-us
15	Thriving prosperous
16	Winsomecrafts
17	WXJIUYUEFZP-US
18	Zhong Quan Store
19	zsszjj
20	天津坤泰电子商务有限公司
21	安馨
22	秦皇岛弦策科技有限公司
23	012 Stickers Store
24	98 Anime Store
25	Aliplay Store
26	Anime Figures Gathering Store
27	Anime home Store
28	Anime-House Store
29	card toy Store
30	CARP Decoration Store
31	cool anime cartoon Store
32	douyi Store
33	Er Mao Store
34	Friendly Decal Store
35	Global Shopping Store
36	GWVJYQG Official Store
37	Happy Toy Factory Store
38	HZS 002 Store
39	It s all surprises Store

40	Loving Your Baby Store
41	LU Stickers Store
42	Lucky-Z Store
43	LuxuryPhoneShell Store
44	MAMAMI Store
45	New Life And You Store
46	plush toy store Store
47	PomemonDoll Store
48	Shop1100057026 Store
49	Shop1100151281 Store
50	Shop1100222238 Store
51	Shop5144051 Store
52	Shop5481069 Store
53	Shop5486083 Store
54	Shop911566143 Store
55	Sticker world Store
56	TENENGLA Store
57	TENNOLA Store
58	Toys and Ideas Store
59	TransformersToy Store
60	UFTOYS Store
61	WarmHouse Store
62	Yang Doll House Store
63	Ycx Store
64	Yijiefactory Store
65	Fen Ren Store
66	Koolhaas
67	XiaNingMaoYi
68	平顶山市通亚电子科技有限公司
69	29HBG Store
70	771185 Store
71	A Plus Toy House Store
72	Affect Store
73	Agebler Trendy Store
74	Alidd Store
75	Alihu baby Store
76	Alli Indoor decoration Store
77	AmazingBuy Store
78	Amy's Children Clothes Store
79	ANewtoys Store
80	ATOXY Pajamas Store
81	BABY FRIEND Store
82	baby so beautiful Store

83	BabyCart Store
84	B-CATON Official Store
85	Beaumall Official Store
86	Beautiful password makeup tool shop Store
87	BOLANYA Store
88	Boutique Household Supplies Store
89	buulqo mz lifestyle Store
90	CARE FOR MY BABY Store
91	Century lamp Store
92	Clare fabric Store
93	CLOUD COTTON STORY Official Store
94	CottonHome Store
95	CozyCutie Store
96	Creation 101 Store
97	DaoChongXone Store
98	Darius Official Store
99	Designer Dnqueen
100	DHONEY Store
101	DISENY NAIL Store
102	DisneyHouse Store
103	DIY & HOME
104	DIY Charm Pendant Store
105	DOBE toy factory Store
106	DogBaby
107	DollsKiss Store
108	Elf Squirrel Store Store
109	Elinfant Official Store
110	EMPMOKEY Store
111	EuerDODO Store
112	FemaleBoho Store
113	FG Baggi Store
114	First 98k Store
115	First Baby Kits Store
116	Five Girl Store
117	For Teens Store
118	Fun pop game Store
119	Funny Pets Store
120	Genke Store
121	Gift For Children Store
122	Good luck car interior Store
123	Goodlife Furnitures House Store
124	Goodlife house holdaily Store
125	goubag Store

126	Happily together Store
127	HappyElsa Store
128	happyer Store
129	HappyFlute Official Store
130	HBTIANZISOCK Store
131	High Quality Luxury Official Flagship Store
132	HiHoney Store
133	Hoopreety Store
134	HS GIRL Store
135	Huahui factory Store
136	Huailan port Store
137	ifeelike bestbag Store
138	iFitnahealth Store
139	Infinite imagination toy Store
140	INNAIL Store
141	Insular Store
142	Jia Querida Official Store
143	jiaoziya Store
144	Jie Cheng Direct Factory Store
145	Joeanno Toy Factory Store
146	JusendaBeyond Lifestyle Store
147	JX 008 Store
148	Kayoli baby Store
149	KEQPAYC FACTORY Store
150	Kids hopes Store
151	Kids Ruyi Store
152	KKtoy Store
153	Kseniya Kids Official Store
154	LeiXuRui baby Store
155	LeSiLin Store
156	liangshuo Store
157	liulitoy kids Store
158	LiuliToy Store
159	LOEL Clothing Store
160	Looking angels Store
161	LuckingQ Mommy Store
162	Luo Yang bao di Store
163	LYYSHG Store
164	Meini Disney Nail Store
165	meirao Store
166	Metalware HomeFurniture Store
167	Minivo Store
168	Molovely Global Store

169	Monta Toy Store
170	Mr. Zhang's pajamas Store
171	MTKE Store
172	My Old Friend Store
173	My Sweetbaby Store
174	My Trend Shop Store
175	Navolution Official Store
176	Oh my baby Store
177	Panda clothing Store
178	Peaches Baby Store
179	piaoliang baby Store
180	Pokemon peripherals store Store
181	PreBaMall Official Store
182	QQQQQQQ Store
183	QWEEK Sleep & Lounge Store
184	Rabbit Feng Store
185	RANMO Accessories Store
186	Recuerdame Official Store
187	Rhoynar Store
188	Romantic Paris Store
189	RUZHI Store
190	RZ Store
191	SAFEER Official Store
192	Sandeng store Store
193	SECERLI Official Store
194	selective preference 666 Store
195	SHENZHEN Make-up Store
196	Shop1100139097 Store
197	Shop1100147346 Store
198	Shop1100182024 Store
199	Shop1100365038 Store
200	Shop3652059 Store
201	Shop4244040 Store
202	Shop5196063 Store
203	Shop5974462 Store
204	Shop910315249 Store
205	Shop910323379 Store
206	Shop910364264 Store
207	Shop910643005 Store
208	Shop910902013 Store
209	Shop911123162 Store
210	Shop911336095 Store
211	Shop911389116 Store

212	Shop911609168 Store
213	Shop912624773 Store
214	Shop912626746 Store
215	Shop912627043 Store
216	Shopping 520 Store
217	SLPBELY Pajamas Store
218	Snappy Baby Store
219	South China Hi tech machinery accessories factory Store
220	Sunshine Angel Toy Store
221	SUOLAXIA Official Store
222	sweethomesuit Store
223	There's a day for you Store
224	THNREXU Store
225	To Us Store
226	Tongtongbebi Store
227	Tool 1Q84 Store
228	TOUCHME PROFESSIONAL BEAUTY TOOLS Store
229	TOY TOY TOY Store
230	Travel toy Store
231	TY online Store
232	UrKiddy Store
233	UVRCOS Yasuk Store
234	vanzlife Daily Merchandises Store
235	VearDoller Store
236	VeraUniquee Official Store
237	ViolinHeart Store
238	wander worl
239	Warm Furnishing Store Store
240	wears clothes for baby Store
241	WFFNNKC Official Store
242	WISHSPACE WISHSPACE Store
243	Wondernice Store
244	wy0419 Store
245	xiaobuding's Store
246	Xinxiang Hiton Technology Co., Ltd.
247	XY-Nail Art Tools Store
248	Yaapect Official Store
249	YEU SHENG Store
250	YIJIE666 Store