

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

ADVANCE MAGAZINE PUBLISHERS INC.,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-03121

Judge Jorge L. Alonso

Magistrate Judge Gabriel A. Fuentes




**Preliminary Injunction Order**

Plaintiff NG Impots (“Plaintiff”) filed a Motion for Entry of a Preliminary Injunction as to certain Defendants operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (the “Seller Aliases”). After reviewing the Motion and the accompanying record, this Court grants Plaintiff’s Motion in part as follows.

This Court finds Plaintiff has provided notice to Defendants in accordance with the Temporary Restraining Order entered June 23, 2022, [24] (“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, Plaintiff 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 are likely to continue to

engage in acts and practices that infringe on Vogue's federally registered trademarks (the "Vogue Trademarks"). A list of the VOGUE Trademarks is included in the below chart.

Registration No.	Trademark	Goods and Services
6,248,343	VOGUE	For: Plastic coasters in class 21.
6,181,442	VOGUE	For: Stationery in class 16.
6,131,876	VOGUE	For: Playing cards in class 28.
5,897,368	VOGUE	For: Notebooks in class 16.
5,776,006	VOGUE	For: calendars in class 16.
5,454,848	VOGUE	For: jigsaw puzzles in class 28.
5,686,488	VOGUE	For: Paper for wrapping and packaging; Gift wrapping paper in class 16.
1,659,761	VOGUE	For: tote bags in class 18.
1,666,656	VOGUE	For: paper cube pads, pens, and pencils in class 16.
1,336,659	VOGUE	For: Magazines in class 16.
504,006	VOGUE	For: Magazines in class 16.
6,289,836		For: Fitness apparel, namely, tops and bottoms; tops as clothing in class 25.
5,398,198		For: Lingerie, pajamas, shirts and sweatshirts in class 25.
5,645,061		For: tote bags; shoulder bags; toiletry bags sold empty; luggage; travel accessories, namely, luggage tags; grooming kit bags sold empty; shaving kit bags sold empty; and dopp kit bags sold empty in class 18.

Registration No.	Trademark	Goods and Services
5,428,664	VOGUE	For: Handbags and wristlets in class 18.
5,413,137	VOGUE	For: Sweatshirts, hoodies, pajamas and shirts in class 25.
5,655,921	VOGUE	For: hand bags, totebags, luggage in class 18.
2,701,928	VOGUE	For: clothing, namely, T-shirts in class 25.
125,542	VOGUE	For: Magazines in class 16.
103,770	VOGUE	For: Patterns in class 16.

This Court also finds that 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 Vogue's previously granted Motion for Entry of a Temporary Restraining Order establishes that Vogue has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Vogue will suffer irreparable harm if the injunction is not granted.

Specifically, Vogue has proved a *prima facie* case of trademark infringement because (1) the VOGUE 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 the Vogue Trademarks, and (3) Defendants' use of the Vogue Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Vogue. Furthermore, Defendants' continued and unauthorized use of the Vogue Trademarks irreparably harms Vogue through diminished goodwill and brand confidence, damage to Vogue's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Vogue 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 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 VOGUE 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 Vogue product or not authorized by Vogue to be sold in connection with the VOGUE Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Vogue product or any other product produced by Vogue, that is not Vogue's or not produced under the authorization, control or supervision of Vogue and approved by Vogue for sale under the VOGUE Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Vogue, or are sponsored by, approved by, or otherwise connected with Vogue; and
  - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, or returning, products or inventory not manufactured by or for Vogue, nor authorized by Vogue to be sold or offered for sale, and which bear any of Vogue's trademarks, including the VOGUE Trademarks, or any reproductions, counterfeit copies or colorable imitations.
- 2. Upon Vogue'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"), Walmart Inc. ("Walmart"), Etsy, Inc. ("Etsy"), and DHgate (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to Vogue 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 agents, servants, employees, 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, 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, Walmart, Etsy, DHgate, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon Vogue's request, those with notice of the injunction, including 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 VOGUE Trademarks.
4. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, Walmart, Etsy, 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 4 to

the Declaration of Eric Gisolfi, 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. Vogue 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 to the e-mail addresses identified in Exhibit 4 to the Declaration of Eric Gisolfi and any e-mail addresses provided for Defendants by third parties that includes a link to said website. 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. Schedule A to the Complaint [2], Exhibit 4 to the Declaration of Eric Gisolfi [17], and the TRO [24] 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 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 Vogue shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: August 4, 2022

IT IS SO ORDERED.

A handwritten signature in black ink, consisting of a stylized 'J' and 'A' followed by a period, enclosed within a large, loopy oval.

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Jorge L. Alonso  
United States District Judge



**Advance Magazine Publishers Inc. v. The Partnerships and Unincorporated Associations  
Identified on Schedule "A" - Case No. 22-cv-03121**

## Schedule A

<b>Defendant Online Marketplaces</b>		
<b>No</b>	<b>URL</b>	<b>Name / Seller Alias</b>
1	junhekeji.en.alibaba.com	Zhaoqing Junhe Technology Co., Ltd.
2	manyiwin.en.alibaba.com	Yiwu Manyi Electronic Commerce Co., Ltd.
3	paintingart.en.alibaba.com	Yiwu Panting Arts & Crafts Co., Ltd.
4	tikannalighting.en.alibaba.com	Dongguan Xin Hua Artware&Lighting Co., Ltd.
5	valen.en.alibaba.com	Foshan Nanhai Hualun Guanse Decoration Material Factory
6	aliexpress.com/store/1100221676	Artistic Creation Store
7	aliexpress.com/store/1100291181	Shop1100291181 Store
8	aliexpress.com/store/1101162832	Single Taurus Store
9	aliexpress.com/store/1101187136	Sweet & Beauty
10	aliexpress.com/store/1101302511	ALLBLUE - Official Store
11	aliexpress.com/store/1101326645	xiaoyanzi Store
12	aliexpress.com/store/1101398829	Shop5873343 Store
13	aliexpress.com/store/1101520632	Shop910449171 Store
14	aliexpress.com/store/1101535962	zongyi02 Store
15	aliexpress.com/store/1101571476	Chick Art Store
16	aliexpress.com/store/1101576006	Gavin Painting Store
17	aliexpress.com/store/1101589393	Shop911265086 Store
18	aliexpress.com/store/1101590768	Decoration Art Store
19	aliexpress.com/store/1101600548	Shop911302028 Store
20	aliexpress.com/store/1101625807	All kinds of bags Store
21	aliexpress.com/store/1101648014	SanYuan Store
22	aliexpress.com/store/1101674966	chengfantest Store
23	aliexpress.com/store/1101694158	Xiaofenzi Store
24	aliexpress.com/store/1101840965	Z-B Dazzling Art Store
25	aliexpress.com/store/1101875706	Hi 8899 Store Store
26	aliexpress.com/store/1101909900	llp666 Store
27	aliexpress.com/store/1944756	TiMi Art Store
28	aliexpress.com/store/2881123	XSJNAGEMY Store
29	aliexpress.com/store/4805182	IOIOI Store
30	aliexpress.com/store/5078279	Ron Men&Women Clothes (Drop Shipping) Store
31	aliexpress.com/store/5246270	Canvas-Prints Store
32	aliexpress.com/store/5255071	Shop5255071 Store

33	aliexpress.com/store/5584298	VV dropshipping Store
34	aliexpress.com/store/5624067	rongshuni Store
35	aliexpress.com/store/5637251	KEEVICI Trendy Store
36	aliexpress.com/store/910326192	Shop910326192 Store
37	aliexpress.com/store/910439099	Shop910439099 Store
38	aliexpress.com/store/911350036	Norberto Official Store
39	aliexpress.com/store/911603748	Kinwoo Store
40	aliexpress.com/store/911605161	Tanger Decor Store
41	aliexpress.com/store/911733313	girlgoeslazy Store
42	aliexpress.com/store/911758004	FenymenArt Store
43	aliexpress.com/store/911768127	shop58426 Store
44	aliexpress.com/store/911792199	Life Up To You Store
45	aliexpress.com/store/911793781	Peacher Store
46	aliexpress.com/store/911796346	ONLINE 25 HOURS Store
47	aliexpress.com/store/911831366	Kesley Store
48	aliexpress.com/store/911905158	Paranoia Store
49	aliexpress.com/store/911937326	prettyart Store
50	aliexpress.com/store/912243248	Beautiful Decorative Painting Store
51	aliexpress.com/store/912318359	WTQ Retro anime poster Store
52	aliexpress.com/store/912320532	Peninsula Box Store
53	aliexpress.com/store/912491861	Factory Outlet 11 Store
54	amazon.com/sp?seller=A10ZAZOR4K6P8L	FF wall art
55	amazon.com/sp?seller=A13ABZCMCBA89N	GD STARS
56	amazon.com/sp?seller=A14IY61SCYDKF7	Duxana store
57	amazon.com/sp?seller=A15SXGQZR96SM4	yuanyongjie
58	amazon.com/sp?seller=A1FD5YI105FH85	yanchunhuadedianpu
59	amazon.com/sp?seller=A1I0QPGX06ZHFO	YuePai store
60	amazon.com/sp?seller=A1KTPCXT1TLEYF	Jiaosir House Life
61	amazon.com/sp?seller=A1LYYNBDBPKBPT	Cai Jia fu Art
62	amazon.com/sp?seller=A1RZ9JBR97BHHD	guibenbaihuobu
63	amazon.com/sp?seller=A1TB0VQ02ESCD1	zhoukoumuyyuanshangmaoyouxiangongsi
64	amazon.com/sp?seller=A1X2W8QTL8SXQQ	SHUBINSHANGMAO
65	amazon.com/sp?seller=A1X35GU27KPA74	LiYusen Art
66	amazon.com/sp?seller=A1Y2O2IULLAU47	Zhongxin JiaoDai
67	amazon.com/sp?seller=A1ZB83WJUGMXS6	Snow love store
68	amazon.com/sp?seller=A202SKG8C7B0HZ	A202SKG8C7B0HZ
69	amazon.com/sp?seller=A20DHJ9DGU3I2S	sunyinggg
70	amazon.com/sp?seller=A21BM1U7V2NIEF	guojinchao630
71	amazon.com/sp?seller=A22V8R8PYPITD4	YY-CLL
72	amazon.com/sp?seller=A2CDGJ84NLP32A	ZXXDMC
73	amazon.com/sp?seller=A2GPNSQ6NMP818	Chao Wu
74	amazon.com/sp?seller=A2GVYOEX54N5EP	xqqdymx

75	amazon.com/sp?seller=A2HX28XZ83904C	wuyongdian
76	amazon.com/sp?seller=A2I0K1X346W4TD	henanluqiudianzikejiyouxiangongsi
77	amazon.com/sp?seller=A2IXERQ8N7HKUY	hjsxart
78	amazon.com/sp?seller=A2J128WSEKBR4N	Marliong
79	amazon.com/sp?seller=A2JUJZVM3BEUSX	Beauty Wall Deco
80	amazon.com/sp?seller=A2JY6A8H76DHQX	JULLIEART
81	amazon.com/sp?seller=A2KXTPC0KB0T8X	DekHome
82	amazon.com/sp?seller=A2MDN41T7U2D2A	IHXstore
83	amazon.com/sp?seller=A2ORFF9J2X7KLG	lhtdp
84	amazon.com/sp?seller=A2Q6KWMMM60AA5	putianliangmaomaoyi
85	amazon.com/sp?seller=A2QR2E0FI3HOOJ	Zhong Quan Store
86	amazon.com/sp?seller=A2SVV71WEBE4Z0	JianYangQuLinNongKunQingBaiHuoDian
87	amazon.com/sp?seller=A2TJCS05K5B0T3	HuaLaLa8
88	amazon.com/sp?seller=A2YHBG1T4TX0VI	hongfateng
89	amazon.com/sp?seller=A3082H7YIFT45E	zhoukouzhangshangbaoshangmaoyouxian gongsi
90	amazon.com/sp?seller=A30SGX1ISWQWTH	zhengzhougangsuwangluokejiyouxiangon gsi
91	amazon.com/sp?seller=A34ZIKQY5HI7G3	GTOTd
92	amazon.com/sp?seller=A36VC2NORIUND5	lichengqulingzhibaihuodian
93	amazon.com/sp?seller=A3BXW7NOB8TCYG	wangguilan888
94	amazon.com/sp?seller=A3FMKTB7ZI2VTG	felezhuanying
95	amazon.com/sp?seller=A3FZ2XKN8CVIJ1	JiuShouJi
96	amazon.com/sp?seller=A3G5OPPZWJAXTG	QIRONG-US
97	amazon.com/sp?seller=A3HLI8U1XZOCK1	renmeinn
98	amazon.com/sp?seller=A3R07409AMN791	xiaintel
99	amazon.com/sp?seller=A3R1SZSKJZ3B99	lumiuos
100	amazon.com/sp?seller=A3S63MJ5UHMKM3	jicai shangmao
101	amazon.com/sp?seller=A3UUYYTZ8IA66Z	XCCDD
102	amazon.com/sp?seller=A6D39H9Q8FCFF	Zhang Linkai
103	amazon.com/sp?seller=A6EU54SRNEDW7	WuBiYingDianZiShangWu
104	amazon.com/sp?seller=A9FB6P6XXIZZD	guyujieeded
105	amazon.com/sp?seller=AA09N0UYQC1RH	dashudexiaodian
106	amazon.com/sp?seller=ADBD0LWRQ842Z	TwoDays
107	amazon.com/sp?seller=AEGNC0ERNHCBH	woaihepingguozhi
108	amazon.com/sp?seller=AKD313N845HL4	wanzaixianshandanbaihuodian
109	amazon.com/sp?seller=APZQTYUVF8TQ3	APZQTYUVF8TQ3
110	amazon.com/sp?seller=AX2OVH0EVVC1X	mengyusi
111	amazon.com/sp?seller=AX3RFQNNQGLMVP	xfas
112	amazon.com/sp?seller=AZOGNRC2QOI5N	zhangwenmingg

113	walmart.com/seller/101091879	longyanshiniuxishangmaoyouxiangongsi
114	walmart.com/seller/101099303	Shenzhenshifeixiangshixunkejiyouxiangongsi
115	walmart.com/seller/101110080	shenzhenshiyunshangyuanmaoyiyouxiangongsi
116	wish.com/merchant/578e5cc821933e0eae0ea521	gamelove
117	wish.com/merchant/5790c0ca69a76c068b6e70f8	mimilu
118	wish.com/merchant/5e6727b029e7865d82184a0f	ValentinaHachirova5207
119	wish.com/merchant/5e6de2511061cf408554e7fc	Nashangtongio
120	wish.com/merchant/5e8156b7e979f9e2c0aa1d7e	Derek Wells
121	wish.com/merchant/5e97ff2e58532f0a3a9cc51e	Funlife Art
122	wish.com/merchant/5ea3984023e3d60046bfe9ac	MerlinSheilasEqCrQ
123	wish.com/merchant/5f3a1574d5225cc35f1cbd5e	kslymwzbr
124	wish.com/merchant/5f5dcc513eb0641fd9599ba9	Yuanmenggang
125	wish.com/merchant/5fba74082e49c9e1d466c534	Homyse
126	wish.com/merchant/5fd0467efc3d884274cba873	indskydes
127	wish.com/merchant/5fd5c8be60df09931dc dab39	Renyongfen3225
128	wish.com/merchant/5ff821defd0da57bc9ba720c	hnbpcck8
129	wish.com/merchant/6056e2f54e484553dc50002b	liangshuimiao27327
130	wish.com/merchant/605c4a80b8615127c1ed02b0	xiaojian2736
131	wish.com/merchant/6067fbd0390ef75144ffe082	xiahongjie83854
132	wish.com/merchant/60691f24e52b1f4616d06a46	zhensajxc
133	wish.com/merchant/60714f5de2e5da074c5e9056	cuihaonan2730
134	wish.com/merchant/607e3ae7d1b542138e7ac116	wuchunyan12663

135	wish.com/merchant/6092184ce7bace5a669d9fe8	xuhanping0965
136	wish.com/merchant/6092214330cddf63efb6daac	wanghan4875
137	wish.com/merchant/609225e9e7bace66859d9fbc	penglei9395
138	wish.com/merchant/60dd7ae43ea52e3f0149a32a	klaring van zhang