

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

KIDS RIDE SHOTGUN LIMITED,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

Case No. 22-cv-03424

Judge Ronald A. Guzmán

Magistrate Judge Gabriel A. Fuentes

PRELIMINARY INJUNCTION ORDER

Plaintiff KIDS RIDE SHOTGUN LIMITED (“Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Plaintiff’s Motion as follows.

This Court finds Plaintiff has provided notice to the Defendants identified on Schedule A attached hereto in accordance with the Temporary Restraining Order entered July 7, 2022, [ECF 14] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1). (*See* Dkt Nos. 23, 25.)

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

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 have sold products using infringing and counterfeit versions of Plaintiff's federally registered "SHOTGUN" trademark (the "KIDS RIDE SHOTGUN Trademark"), which is covered by U.S. Trademark Registration No. 6103063, and copyrights, which are covered by U.S. Copyright Office Registration No. VA 2-287-034, being a registration for a group of photographs of Plaintiff's products and U.S. Copyright Office Registration No. VA 2-287-035, being a registration for a group of photographs of Plaintiff's products (collectively, the "KIDS RIDE SHOTGUN IMAGES Copyright Registrations"), to residents of Illinois. In this case, Plaintiff 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 and do purchase products using counterfeit versions of the KIDS RIDE SHOTGUN Trademark and infringing on Plaintiff's rights under the KIDS RIDE SHOTGUN IMAGES Copyright Registrations. *See* Docket No. 9, 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 Plaintiff's KIDS RIDE SHOTGUN Trademark and KIDS RIDE SHOTGUN IMAGES Copyright Registrations.

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 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 KIDS RIDE SHOTGUN Trademark is a distinctive mark and is registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use Plaintiff's Trademark, and (3) Defendants' use of the Plaintiff's Trademark is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff. Plaintiff has also proved a *prima facie* case of copyright infringement because Defendants have copied Plaintiff's copyrights for the KIDS RIDE SHOTGUN IMAGES Copyright Registrations without Plaintiff's consent. Furthermore, Defendants' continued and unauthorized use of the KIDS RIDE SHOTGUN Trademark and the KIDS RIDE SHOTGUN IMAGES Copyright Registrations 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, this Court orders that with respect to the Defendants identified on Schedule A attached hereto:

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 KIDS RIDE SHOTGUN Trademark and the KIDS RIDE SHOTGUN IMAGES Copyright Registrations 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 KIDS RIDE SHOTGUN product or not authorized by Plaintiff to be sold in connection with the KIDS RIDE SHOTGUN Trademark and the KIDS RIDE SHOTGUN IMAGES Copyright Registrations;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine KIDS RIDE SHOTGUN 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 KIDS RIDE SHOTGUN Trademark and/or the KIDS RIDE SHOTGUN IMAGES Copyright Registrations;
 - 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; 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bears Plaintiff's KIDS RIDE

SHOTGUN 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. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.
4. Upon Plaintiff's 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' Online Marketplaces, 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 Plaintiff 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 associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; 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).
5. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, 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 KIDS RIDE SHOTGUN Trademark and/or the KIDS RIDE SHOTGUN IMAGES Copyright Registrations.

6. 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, 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.
7. Plaintiff 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 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. Plaintiff's Schedule A to the Complaint [Dkt No. 3], Exhibit 2 to the Declaration of Thomas Hayward [Dkt No. 9], and the TRO [Dkt No. 14] 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. Any third party impacted by this Order may move for appropriate relief.

10. The \$5,000 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:


Hon. Ronald A. Guzmán
United States District Judge

Dated: August 4, 2022

Schedule A

No.	Defendant	Defendant Online Marketplace
66	ALI GOKALP	https://www.amazon.ca/sp?seller=ARNF81OLJJW77
67	anxixianshangqingxinwangbaihuodian	https://www.amazon.com/sp?seller=A181K8DFJPFCVS
69	Bvovnar Official	https://www.amazon.com/sp?seller=A2HSO9QQG16X94
70	Corner Love	https://www.amazon.com/sp?seller=A3RBV02OA2KTAU
71	Coverdeal	https://www.amazon.com/sp?seller=APBO6RZCKRRBC
72	DingLongEle	https://www.amazon.com/sp?seller=AGLSN2E2XWWSE
73	Dzannc US	https://www.amazon.com/sp?seller=A6BBO12BFGH0J
74	Excellent home direct	https://www.amazon.com/sp?seller=A3UJ194JDE1IPC
75	FacilBuy US	https://www.amazon.com/sp?seller=AL90J9625L4UL
76	GUAWJRZDP	https://www.amazon.ca/sp?seller=A15F98PPQO78TW
77	Harvest Store US	https://www.amazon.com/sp?seller=A2EX0SEP60FE4D
78	HJHY\$	https://www.amazon.ca/sp?seller=A2YEQARSQH1QGO
79	Hofoo	https://www.amazon.com/sp?seller=A2SLWBX5DDB1IZ
80	HOME BEN	https://www.amazon.ca/sp?seller=a3bvsv7ahkqc05
81	Hongcan Direct	https://www.amazon.com/sp?seller=A13MHRJH9GWU0G
82	HongGeSe	https://www.amazon.com/sp?seller=A2CKK3RDJJKH8DF
84	Jinjiangqujunrannanshangmaobu	https://www.amazon.ca/sp?seller=a1kl852tofnmkn
85	Jonglor	https://www.amazon.ca/sp?seller=A36ZGNL9P57MHG
87	Keady	https://www.amazon.com/sp?seller=A3EMRNOXH15VVJ
88	Kubens	https://www.amazon.com/sp?seller=A35THQ3BKZDHSN
89	kyliNG	https://www.amazon.com/sp?seller=A1QFKC4E966PJH
91	LEGVAEV	https://www.amazon.com/sp?seller=A31Y6J79556KVR
92	Libing shop	https://www.amazon.com/sp?seller=A2DDWWD3JIJIOJ
93	linyabaihuoshanghang	https://www.amazon.com/sp?seller=A18MK9MU43AVCE
94	lisiqi	https://www.amazon.ca/sp?seller=A1FQSH11I709M
95	LJSHSD	https://www.amazon.com/sp?seller=A2KGOUOAOSRKVL
98	PanXiaoJing	https://www.amazon.com/sp?seller=A3K9GP7H5A421J
99	Pvnoocy	https://www.amazon.ca/sp?seller=a3emfen33ij77j
100	QIAZNH	https://www.amazon.com/sp?seller=A3LIMSRXX5NI40
101	shanxiruichangkejiyouxiangongsi	https://www.amazon.ca/sp?seller=A1ZIYQJYYRGSA6
102	Shopping in large quantities	https://www.amazon.com/sp?seller=A1A1VVHXDAWFQX
103	SSYYTT	https://www.amazon.com/sp?seller=A1QORZ4JB9KY8W
105	Thymrim	https://www.amazon.ca/sp?seller=A1OWVUFGKDW5IH
106	tianyuanshuntingfumaoyiyouxiangongsi	https://www.amazon.ca/sp?seller=A10G87WVJ2TGCQ
107	VUPUPY store	https://www.amazon.com/sp?seller=a3bn27ue228c6m
108	Weneider	https://www.amazon.com/sp?seller=A2F6YHY665KXDE

No.	Defendant	Defendant Online Marketplace
109	wouldfair	https://www.amazon.com/sp?seller=AABYJZ8MHUVX
110	Wzp	https://www.amazon.com/sp?seller=AD23PBT0FLLV9
111	xieeix	https://www.amazon.com/sp?seller=AZ59B0AAXFX5O
113	Xuyong shop us	https://www.amazon.ca/sp?seller=A3JUFAC03ZQ9YI
114	You Best home	https://www.amazon.com/sp?seller=A1RWA8PRYOIYIB
115	youmeijike	https://www.amazon.com/sp?seller=A233EIKXS5BKUX
116	YHJX	https://www.amazon.ca/sp?seller=A3G793WHIXQY21
118	zhangyanlinbaihuodian	https://www.amazon.com/sp?seller=A1B5RI26SXARVO
119	Daliary	https://daliary.com
120	keepitll	https://www.dhgate.com/store/about-us/21227262.html
121	Easonco	https://www.easonco.com
122	edr_davi	https://www.ebay.com/usr/edr_davi
123	everythingrated	https://www.ebay.com/usr/everythingrated
124	ideeluciola	https://www.ebay.com/usr/ideeluciola
125	inspire-photo-video	https://www.ebay.com/usr/inspire-photo-video
126	lecheste 7	https://www.ebay.com/usr/lecheste_7
127	mantraltd	https://www.ebay.com/usr/mantraltd
128	onlyhereshop	https://www.ebay.com/usr/onlyhereshop
129	ridewill-ebay	https://www.ebay.com/usr/ridewill-ebay
130	ridewill-shop-it	https://www.ebay.com/usr/ridewill-shop-it
131	royalpritchard	https://www.ebay.com/usr/royalpritchard
132	sams_sportsandmoreshop_gmbh	https://www.ebay.com/usr/sams_sportsandmoreshop_gmbh
133	shoppingismyhappyplace	https://www.ebay.com/usr/shoppingismyhappyplace
136	Beyarina	https://www.walmart.com/seller/101106710
137	HUB HOME	https://www.walmart.com/seller/101095792
138	Joybuy	https://www.walmart.com/seller/18988
139	Joybuy Express	https://www.walmart.com/seller/16214
140	New Continent	https://www.walmart.com/seller/101112853
141	Pro Seller	https://www.walmart.com/seller/101082996
142	Shanghai Huasha Business Consultancy Co.,Ltd.	https://www.walmart.com/seller/101076539
143	Shenzhen Ruimiaoqian Network Technology Co.,Ltd.	https://www.walmart.com/reviews/seller/101042489
144	WuhanHuixinhengtongMaoyiYouxian gongsi	https://www.walmart.com/seller/101085404
145	yixingshijinjuguomaoyiyouxiangongsi	https://www.walmart.com/seller/101124165
146	JuredonglunjBs	https://www.wish.com/merchant/5e6ddb1f29e7862200de00ff