

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

EMOJI COMPANY GmbH,

Plaintiff,

v.

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

Defendants.

Case No.: 22-cv-3652

Judge Virginia M. Kendall

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on EMOJI COMPANY GmbH's Motion for a Preliminary Injunction, and this Court having considered the evidence before it hereby GRANTS Plaintiff's Motion for Entry of a Preliminary Injunction in its entirety against the Defendants identified in Schedule A attached hereto (collectively, the "Defendants").

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products bearing infringing and/or counterfeit versions of Plaintiff's EMOJI Trademarks (the "EMOJI Products").

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 Plaintiff's previously granted Motion for a Temporary Restraining Order establishes that Plaintiff has 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 made a *prima facie* showing of trademark infringement because (1) the EMOJI Trademarks are distinctive marks and registered with the U.S. Patent and Trademark Office on the Principal Register as U.S. Trademark Registration Nos. 4,868,832; 5,202,078 and 5,415,510 for the EMOJI marks, (2) Defendants are not licensed or authorized to use the EMOJI Trademarks, and (3) Defendants' use of the EMOJI Trademarks are causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with EMOJI COMPANY GmbH. Furthermore, Defendants' continued and unauthorized use of the EMOJI 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, 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 enjoined and restrained from:
 - a. using Plaintiff's EMOJI Trademarks or any confusingly similar 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 EMOJI Product or is not authorized by Plaintiff to be sold in connection with Plaintiff's EMOJI Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine EMOJI Product or other product produced by Plaintiff, that is not Plaintiff's or is not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's EMOJI 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 Plaintiff's EMOJI Trademarks and damaging Plaintiff's goodwill;
- e. 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 Plaintiff's EMOJI Trademarks or any confusingly similar reproductions, counterfeit copies or colorable imitations thereof;
- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell Counterfeit EMOJI Products; and

- g. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's EMOJI Trademarks or any confusingly similar reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine EMOJI Product or is not authorized by Plaintiff to be sold in connection with Plaintiff's EMOJI Trademarks.
- 2. Each Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that it owns and/or operates (c) their financial accounts, including all Aliexpress.com ("Aliexpress"), Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alipay"), Amazon.com, Inc. ("Amazon"), eBay.com ("eBay") and PayPal.com ("PayPal") accounts, and (d) the steps taken by that Defendant to comply with paragraph 1, a through g, above.
- 3. The domain name registries for the Defendant Domain Names, including, but not limited to, Aliexpress, Alipay, Amazon, eBay, PayPal, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff's choosing:
 - a. unlock and change the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the

Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or

- b. disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

- 4. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as iOffer, Aliexpress, Alipay, Amazon, eBay, PayPal, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the EMOJI Trademarks, including any accounts associated with the Defendants listed in Schedule A;
- b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the EMOJI Trademarks; and
- c. take all steps necessary to prevent links to the Defendant Domain Names identified in Schedule A from displaying in search results. This includes, but is not limited to, removing links to the Defendant Domain Names from any search index.

- 5. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

6. Aliexpress shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:
 - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Aliexpress 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.
7. Alipay shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:
 - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Alipay 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.
8. Amazon shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:
 - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Amazon 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.
9. eBay shall, within five (5) business days of receipt of this Order, for any

Defendant or any of Defendants' Online Marketplace Accounts or websites:

- a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any eBay 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.

10. PayPal shall, within five (5) business days of receipt of this Order, for any

Defendant or any of Defendants' Online Marketplace Accounts or websites:

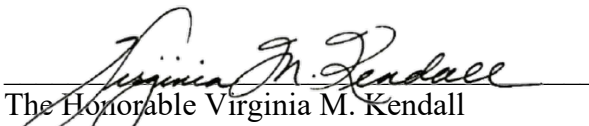
- c. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any PayPal accounts connected to the information listed in Schedule A hereto; and
- d. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

11. Plaintiff may provide notice of these proceedings to Defendants, including notice of any future hearings and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website to which the Defendant Domain Names are transferred to Plaintiff's control will redirect, or by sending an e-mail to the e-mail addresses identified in Schedule A hereto; and any e-mail addresses provided for Defendants by third parties accompanied by a link to the website where the above-identified documents are located. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars and 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.

12. Plaintiff's Schedule A to the Complaint and the TRO is unsealed.
13. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

Dated: August 24, 2022


The Honorable Virginia M. Kendall
U.S. District Judge

SCHEDULE A

No.	Defendant Name / Alias
1	inFanFangDiChanJingJiYouXia
2	JiShuiXianLanDanBaiHuoDian
3	ngPeiHongShangMaoYouXia
4	PrintingShop
5	Shop5837149 Store
6	Shop910912003 Store
7	Zhangzhou Yalaiensi Trading Co., Ltd.
8	ayis48
9	bbbnjk
10	cefru_10
11	chube-45
12	dream.dealz
13	g.mart_stores3.0
14	herathmudiyajeewant0
15	igkes68
16	jibjib_gift_5149
17	kdn-stores
18	kvfash-79
19	lanhtua9
20	luxurycircus
21	manthondafern-0
22	meththanandther0
23	pabiworld_market
24	polon_store
25	priyant-34
26	quan-7615
27	qwwq48
28	shihtzu-83
30	spk_store_1
32	topbid66
33	yangping369
34	ywzeting3
35	A-4-Shop
36	AHBEWIN
37	ahopd
38	Alromanshop
39	Also just baby
40	Amy&Benton

41	anhuihongsenjiancai
42	Animoro Anime Park
43	Anthony Green's store
44	Anton Luwei's shop
45	Aodewe
46	Aoipend
47	Aoonce
48	AOSUP_U.S.
49	Arrowsy-US
50	Ashaartjewels
51	Autude
52	baihuolingshoubianlidian
53	BaochenDepartmentStoreHoujieDongguancity
54	Baorunda
55	BDBS-Customized
56	BDFJD
58	beijing xingdexinyuluguanyouxiangongsi
59	beijingwanxiangrongtongkejigufenyouxiangongsi
60	BEUCETENG
61	Beyuna
62	binghuali
63	binyangchaoliufushizhuanmaidian
64	BORUO ONE
65	Caiwowo
66	CCT-shop
67	CharmingUnion
68	Chen Ming - Jewelry
69	chengduxingxingqijishangmaoyouxiangongsi
70	Chi-buy
71	chuangzeshangmao
72	Cinda Store
73	CNFTTOP
74	Cozypony Global
75	CYZVQP
76	DASEQWUITT
77	DASGGD
78	duoduobaihuo
79	Enjoyful Party
80	FEIYUFUSHIDIAN
81	Forever U Lucky
82	Fresh Horizon

83	GRTHRTR
84	gttmzqqkd
85	guangxishouhejianzhugongchengyouxiangongsi
86	Guangzhoulingenshangmaoshanghangyi
87	gzhydp
88	HAIKOULONGHUAXIAOJIESHANGMAOYINGHANG
89	HAPUSS
90	hefeishizhuichouwangluo
91	Henanshengdingdianzishangwuyouxiangongsi
92	Hengruoggm
93	HePeiHong
94	heweilidexiaodian
95	houlongfuzhuangdian
96	HRCTJB
97	hualanzhi
98	HUAPPNIO
99	IM Billionaire
100	JINGDA-Tume
101	jinghexinchengshengfeibenbaihuodian
102	Juanerd
103	JXJYWHCM
104	liangrudianzishangwushanghang
105	likixin
106	lilongjinpingchaoliufushi
107	LiSQ USA
108	liuanduoliangmaoyiyouxiangongsi
109	LLJC
110	LULOLMY
111	maihemaoyi
112	MARITES SEVYN
113	Mary good shop
114	MIA PARKES
115	Miss Cheng
117	nanyangshiwanchengqulianhewujinjiancaidian
118	panpan123a
119	PANYU
120	PhotonMall
121	popinkeji
122	Qingzhoushishuhuaishangmaoyouxiangongsi
123	queshanxianyuzeshangmao
124	SANerYIII

125	sDavid
126	SHIYE's Shop
127	Songte Direct
128	Sugebeauty
129	SXxingkong
130	TangSX
131	The Esimple
132	Vcaarn
133	wanghuihaidezhuanshipian
134	wuhanguyamingdianzishangwuyouxiangongsi
135	Wyfff
136	xiamenxiakinkejiyouxiangongsi
137	xianyouxianjiaoweichenlongjiefuzhuangshanghang
138	xiaolongjiejujingyingbu
139	xixiangbaihuoshanghang
140	xuchaohongmaoyius
141	xunshi us
142	YANPIN X
143	yhrmzqqzc
144	yifengxianmozhibaihuodian
145	Yiru's Bright
146	YIVICI
147	yuyuchaoliufuzhuangdian
148	yuyutrade
149	ZHIE
150	zhongguohongl
151	zhuyuandeng826
152	zixu715
153	zolitime
154	倍清贸易
155	文团全球购
156	益阳市赫山区蒂雅小家电经营部
157	郭建国-美国店
158	长沙罗创网络科技有限公司
159	陕西德歆商贸有限公司
160	龙口市东莱达江消防器材店
161	1032062956 Store
162	986pillowcase Store
163	A surprise day Store

164	ACZJ20210909 Store
165	Anime-House Store
166	A-seven Store
167	Baby Chothes Retail Store
168	Baby Dou Store
169	Beanies Baby Store
170	Best goods for best you
171	ChenTong Factory Store
172	colourful childhood Store
173	comemore001 Store
174	C-Two-PhoneCase Store
175	Dayoff Store
176	Diamonds Store
177	Dongzhur Official Store
178	Dorch Store
179	Fun pop game Store
180	GIGI JEWELRY STORE
181	HaiYun doormat Store
182	HFFDC Store
183	iMon Store
184	JENEEY ONE Official Store
185	KAITIZHIJIA Store
186	KCHY Store
187	KEORMA Official Store
188	Labijouterie Store
189	LATS OA Official Store
190	LitterGirls Headwear Store
191	LONGCHI Store
192	Loseall004 Store
193	LS meets Store
194	Lsabella Store
195	LuckyBearClub Store
196	Mdo LiveStyle Store
197	MEETSOFT Official Store
198	Ming xia toy Store
199	Minna's Store
200	NVOART CN Store
201	Ouhan Stationery Store Store
202	PATPAT Official Store
203	pharaoh hall Store
204	Pink Memorys Store

205	Plush House Store
206	Poinsettia Digital Printing Custom Fabric Store Store
207	qiyue007 Store
208	Sanhua Store
209	Shenzhen Yuandiandian Technology Co., Ltd.
210	Shop1100084384 Store
211	Shop1100173360 Store
212	Shop1100213955 Store
213	Shop911068124 Store
214	Shop911068156 Store
215	Shop911240135 Store
216	Shop911291247 Store
217	SHZL1920222 Store
218	Smart Digital Store
219	SRCOI Official Store
220	Surejewelry Store
221	TOGPRILLZ SS Store
222	Tomy Anime Store
223	U-smart Boutique Store
224	Variety Toy Store
225	Welcome To Sunnie's Store
226	wetailor Official Store
227	Xiya Store
228	YIDAlucky HENGCG Official Store
229	yushimaobu Store
230	YZWL Store
231	Chaozhou Chaoan Huaerweina Printing Co., Ltd.
232	Chongqing Hengyinghe Commercial&Trading Co., Ltd.
233	Dongguan Yuankang Plush Toys Co., Ltd.
234	Foshan Dylam Trade Co., Ltd.
235	Fujian Virtue Industry Co., Ltd.
236	Guangzhou Qiku Trading Co., Ltd.
237	Hangzhou Qiudie Garment Accessories Co., Ltd.
238	Shenzhen Bereal Jewelry CO.,LTD.
239	Shenzhen Creation Jishi Technology Co., Ltd.
240	Shenzhen Huwang Silicone Rubber Products Co., Ltd.
241	Shenzhen Jinlinghui Technology Co., Ltd.
242	Xiamen Each Change Industrial Co., Ltd.
243	Xiangtan Shenghai Toys Factory
244	Yiwu Beiya Jewelry Co., Ltd.
245	Yiwu Boyang Crafts Co., Ltd.

246	Yiwu Desk E-Commerce Firm
247	Yiwu Shanrun Toy Co., Ltd.
248	Yiwu Yashan Jewelry Co., Ltd.
249	Yiwu Youcan Imp. & Exp. Co., Ltd.
250	Zaoqiang County Daying Town Yiguang Fur Factory