

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

GRUMPY CAT LIMITED,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-1650

Judge Rebecca R. Pallmeyer

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on GRUMPY CAT LIMITED'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 GRUMPY CAT Trademarks and Copyrights (the "GRUMPY CAT 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 GRUMPY CAT Trademarks are distinctive marks and registered with the U.S. Patent and Trademark Office on the Principal Register as U.S. Trademark Registration Nos. 4,907,212, 5,516,378, 4,820,434, 4,417,549, 4,672,289, 5,073,528, 4,527,097, 4,930,286 and 4,907,213 for the GRUMPY CAT Trademarks and Plaintiff's registered copyrights VA 1-911-607, VA 1-882-406, VA 1-963-544, VA 1-996-074, VA 2-023-702, VA 2-111-353, VA 2-134-675, VA 1-886-880, VA 1-966-135, VA 1-941-449, VA 2-008-316, VA 1-962-679, TX 8-617-793, VA 1-939-990, VA 1-899-887, VA 1-901-628, VA 1-859-983, VA 1-849-042, VA 1-849-044 and VA 1-849-043 for the GRUMPY CAT Copyrights, (2) Defendants are not licensed or authorized to use GRUMPY CAT Trademarks and Copyrights, and (3) Defendants' use of the GRUMPY CAT Trademarks and Copyrights are causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with GRUMPY CAT LIMITED. Furthermore, Defendants' continued and unauthorized use of the GRUMPY CAT Trademarks and Copyrights 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 GRUMPY CAT Trademarks and Copyrights 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 GRUMPY CAT Product or is not authorized by Plaintiff to be sold in connection with Plaintiff's GRUMPY CAT Trademarks and Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine GRUMPY CAT 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 GRUMPY CAT Trademarks and Copyrights;
 - 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 GRUMPY CAT Trademarks and Copyrights 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 GRUMPY CAT Trademarks

and Copyrights 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 GRUMPY CAT 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 GRUMPY CAT Trademarks and Copyrights or any confusingly similar reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine GRUMPY CAT Product or is not authorized by Plaintiff to be sold in connection with Plaintiff's GRUMPY CAT Trademarks and Copyrights.
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, Alipay, ContextLogic, Inc. ("Wish") and Amazon.com, Inc. ("Amazon") 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, Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), Wish, Amazon, VeriSign, Inc., Neustar, Inc., Afilias Limited,

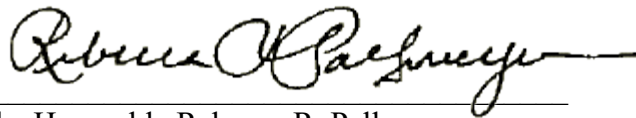
CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff's choosing:

- 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, Wish, Amazon, 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 GRUMPY CAT Trademarks and Copyrights, 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 GRUMPY CAT Trademarks and Copyrights; 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 and 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 Aliexpress and 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.
7. Wish 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 Wish 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. 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.
10. Plaintiff's Schedule A to the Amended Complaint and the TRO is unsealed.
11. 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: April 22, 2022

A handwritten signature in black ink, reading "Rebecca R. Pallmeyer", with a long horizontal flourish extending to the right.

The Honorable Rebecca R. Pallmeyer
U.S. District Judge

SCHEDULE A

No.	Defendant Name / Alias
1	Adder
2	chengxinti
3	dindDNndc
4	lizhuoran76601
5	qear2874
6	sociabeler
7	starwild
8	StriatemarginjY
9	TeeshirtPod
10	theshystore
11	wangchong Store me
12	wangjin7984
13	wangxiaobo Store
14	wangxiaoqing2412
15	WANGXINTONG2409
16	yangxin369
17	yepu8963
18	zhuangzhouzahuopu
19	longming1 Store
20	longming29 Store
21	BartonDenisezCpTo
22	BBVJ FDK XX Fashion women's shop
23	BEERMILK
24	BeriLotiz
25	Bigteesweet
26	bincloth
27	caoguiyitai
28	CarlosCC
29	Cascade41
30	Centz
31	Changxiangyue
32	CY Computer Store
33	Daniellesmgl
34	Duu op
35	Easybuy's Shop
36	GPOPMALL
37	kongwuyi3964
38	Lalatees
39	lisiyu3596
40	ljfART
41	madanting2000
42	Mary Anne Jorgenson

43	modosoao
44	Mom and Dad
45	MyaCamellia
46	Nicholasuu
47	paulcrafo
48	personalitycustom
49	piprintondemand
50	QueenSweet
51	Racom
52	Rebeccarr22vscca
53	Retail gift
54	Sale Off
55	shiyang58474
56	ShoushangshipietTw
57	sixcto
58	songjian880409
59	Spujcy
60	sringxean68
61	Stefano Vicini
62	stevebechtelar78
63	subuda
64	surprise sheng
65	surprise wen
66	SuYing0.
67	teeshopx
68	Thomasnguer
69	thuyetdang
70	Tianjin Bejust Technology development co.,Ltd
71	timk
72	TINGTODP6
73	Tony Hieu
74	totomug
75	Tshuipip
76	UTOOF9TWjft
77	vcdfre33
78	Villen
79	VV.BAIHUA
80	wanglu6638
81	wangmengmeng5398
82	Weewoo
83	wenhaoquan24065
84	Wewo Shop
85	WeyMade Wedding
86	wjksgh
87	workbovssoer

88	wudanggaoqiu
89	xianganwushif
90	xiashulin9748
91	xionsong99151
92	xueshibin8292
93	xuzihan35963489
94	xvck
95	ye yan lian520
96	yfpaksjdbasbz
97	YGFHAOHAO
98	YIJIN38
99	YIJIN45
100	YIJIN50
101	YIJIN57
102	YIN-SHUD.VHUV
103	yiqiqi19464
104	zengqingping6779
105	zhanghui Store me0071
106	zhangpeip
107	zhangsan660
108	zhangshuting74974
109	zhangxuan Store
110	zhangyufeng0606
111	zhaohongwei00852
112	zhaoruihao5118
113	zhaoxinghui5236
114	zhenglugt
115	zhonglunbo1457
116	zhouhangbo8512
117	Artlookpone
118	baihuolingshoubianlidian
119	BaSeng
120	binyangchaoliufushizhuanmaidian
121	chalaoguai
122	chenpengchongwujituoshouyangfuwuzhongxin
123	chenyuetingdedian
124	chunzhaodianzishangwushanghang
125	DAGD-FZ
126	DASEQWUITT
127	dkkk309LFLFWW
128	EUIHDUW
129	Frezon-US
130	gtaiquh
131	Guangzhoulehuoshangmaoshanghangqi
132	Guangzhoulingenshangmaoshanghangyi

133	hongxiaochuandedian
134	jiaoweizhangxinxiafuzhuangshanghang
135	JINGDA-Tune
136	JOPPCUSS
137	liangrudianzishangwushanghang
138	lichengweiliwei
139	lijianghongfushi
140	Long Qiao Nie Fen Fen Fu Zhuang Dian
141	luhaizhu
142	maihemaoyi
143	NGUYEN VUONG LINH
144	NNHBG Store
145	puyangxianxianmeishangmaoyouxiangongsi..
146	shaheshimingxiangshangmaoyouxiangongs
147	SleepCare Store
148	Tsuen Chun
149	UBWUYWQ
150	ViviMesa
151	VS TEE
152	VTAT-555
153	wanzaixian weimu baihuodian
154	WayRan
155	wudixianspairjbaihuodian
156	xiaolongjiejujingyingbu
157	xixiangbaihuoshanghang
158	YANLINGSHANGMAOYOUXIANGONGSI
159	Yifengxiangurentanbaihuodian
160	Zhang Jin123
161	成都韦宛白贸易有限公司
162	菏泽慧寻电子商务有限公司
163	银亨
164	长沙罗创网络科技有限公司
165	A lice YI Factory Store
166	A-A Store
167	AOFu Store
168	BORUMEX children Store
169	Car Technical Store
170	carefe Store
171	C-C Store Store
172	Chicinlife Party Store
173	Clemence Official Store
174	Customized Phone Case-2 Store
175	Cybill Store

176	Da Fen Oil Painting Store
177	djl03 Store
178	Drill Shiny 008 Store
179	DShop3619004 Store
180	Enjoying the bang life Store
181	Fansline Store
182	Fantasy Fun Store
183	FIYO Diamonds Painting Store
184	Forest Clothes Store
185	Funtees Store Store
186	HEHUOREN Store
187	himinih Store
188	HJK Textiles Pro Store
189	HJK-Aprons Store
190	I love car Store
191	JOANBAEZ Official Store
192	Just For Happy Toys Store
193	K-pop Clothes Store
194	LZ Tech
195	MYHOME777 Store
196	NOISY DESIGNS Customized Store
197	Shop4532019 Store
198	Shop5076365 Store
199	Shop5790868 Store
200	Shop5838167 Store
201	Shop5881628 Store
202	Shop911424591 Store
203	Shop912626097 Store
204	Sinor Men Women Clothes Store
205	Sophronia Bake Store
206	Thregost LYN Store
207	Trend Art Store
208	TYSOSYT Store
209	VOK Store
210	WANLU Art Prints Store
211	Yiles Painting Store
212	Yingtian Yuedian Store
213	YY trading Co.,ltd
214	ZEEGLE HW Store
215	Zheyong Store