

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

TELFAR LLC,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-03635

**Judge Sara L. Ellis**

**Magistrate Judge Maria Valdez**

**PRELIMINARY INJUNCTION ORDER**

Plaintiff Telfar LLC (“Plaintiff” or “Telfar”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores<sup>1</sup> operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least 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 in part as follows.

This Court finds Plaintiff has provided notice to Defendants in accordance with the Temporary Restraining Order entered August 1, 2022, [26] (“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

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

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 trademarks (the "TELFAR Trademarks") 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 TELFAR Trademarks. *See* Docket No.[17], Exhibit 5 to the Declaration of Telfar Clemens, 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 TELFAR Trademarks. A list of the TELFAR Trademarks is included in the below chart.

<b>Registration Number</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Goods</b>
5,895,525	TELFAR	October 29, 2019	For: Handbags, shoulder bags, clutch bags, tote bags, briefcases, and business card cases, all being partly and wholly made of vegan leather in class 18.
5,895,526	TELFAR	October 19, 2019	For: T-shirts, sweatshirts, caps being headwear, belts, pants, sweaters, and hoodies in class 25.

6,234,479	TELFAR	December 29, 2020	For: Footwear in class 25.
6,573,851		November 30, 2021	For: Backpacks; Luggage; Handbags in class 18.  For: Dresses; Footwear; Pants; Shirts; Sweaters; Swimwear; Belts; Blouses; Outerwear, namely, coats, jackets, overcoats, raincoats, vests, parkas, capes, scarves, gloves and hats; Skirts; Sweatshirts; T-shirts in class 25.
6,728,459	TELFAR	May 24, 2022	For: Luggage; Backpacks; Handbags. Class 18

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 TELFAR 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 any of the TELFAR Trademarks, and (3) Defendants' use of the TELFAR Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Telfar. Furthermore, Defendants' continued and unauthorized use of the TELFAR 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 preliminarily enjoined and restrained from:
  - a. using the TELFAR 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 Telfar product or not authorized by Plaintiff to be sold in connection with the TELFAR Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Telfar 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 TELFAR 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; 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 bear any of TELFAR's trademarks, including the TELFAR Trademarks, 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 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. ("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 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

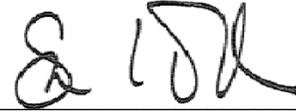
- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), eBay, Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, Walmart, Etsy, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, 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 TELFAR Trademarks.
  5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, 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, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 5 to the Declaration

of Telfar Clemens, 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. 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 Complaint, 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 5 to the Declaration of Telfar Clemens 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 "+8613071544440 Store 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. Schedule A to the Complaint [2] and Exhibit 5 to the Declaration of Telfar Clemens [17] and the TRO [26] 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 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:

A handwritten signature in black ink, appearing to read 'S. L. Ellis', written over a horizontal line.

Sara L. Ellis  
United States District Judge

Dated: September 6, 2022

**Telfar LLC v. The Partnerships and Unincorporated Associations Identified on Schedule "A" - Case No. 22-cv-03635**

## Schedule A

<b>Defendant Online Marketplaces</b>		
<b>No</b>	<b>URL</b>	<b>Name / Seller Alias</b>
1	aliexpress.com/store/912662319	+8613071544440 Store
2	aliexpress.com/store/912685237	07SANJIE Store
3	aliexpress.com/store/912241156	AO purses and handbags Vendor Store
4	aliexpress.com/store/912423035	baodan0311 Store
5	aliexpress.com/store/912029474	Beefly Store
6	aliexpress.com/store/912715008	BG Bag Store
7	aliexpress.com/store/5522065	Biutefo Biutefo Store
8	aliexpress.com/store/1100219669	BNLINL Official Store
9	aliexpress.com/store/912502220	CandyRose official Store
10	aliexpress.com/store/912116004	DASHU Store
11	aliexpress.com/store/912619365	designer branded bag Store
12	aliexpress.com/store/911952018	girlbag Store
13	aliexpress.com/store/341777	HTUUA Official Store
14	aliexpress.com/store/4839167	Jiali Store
15	aliexpress.com/store/910331125	JinManTang Store
16	aliexpress.com/store/912372977	L-VBAG GOOD Store
17	aliexpress.com/store/911790827	NAKUPENDA WE WE Store
18	aliexpress.com/store/912663016	NATASHA Bag Store
19	aliexpress.com/store/1102051020	NS PARK Store
20	aliexpress.com/store/912173107	Qianlihang Store
21	aliexpress.com/store/912632349	runabout Store
22	aliexpress.com/store/912493659	Ruthy Store
23	aliexpress.com/store/1100020046	Shop1100020046 Store
24	aliexpress.com/store/1100187070	Shop1100187070 Store
25	aliexpress.com/store/1100221582	Shop1100221582 Store
26	aliexpress.com/store/912315093	Shop1991206 Store
27	aliexpress.com/store/5892670	Shop5892670 Store
28	aliexpress.com/store/911396042	Shop911396042 Store
29	aliexpress.com/store/911510271	Shop911510271 Store
30	aliexpress.com/store/912690012	Sy999 Store
31	aliexpress.com/store/5130095	The World's Backpack Store
32	aliexpress.com/store/1100225762	TOP bag Store
33	aliexpress.com/store/912645093	Topsale Women Bags & Backpack Online Store

34	aliexpress.com/store/911933153	vi vi Luggage Store
35	aliexpress.com/store/912415269	VOESETO bag Store
36	aliexpress.com/store/910349013	WELLYOOH .007 Store
37	aliexpress.com/store/911808339	Youpin bags Store
38	dhgate.com/store/20747643	adizero Store
39	dhgate.com/store/21698861	allbestestshop
40	dhgate.com/store/21743538	bestbagok Store
41	dhgate.com/store/21756791	boots1989
42	dhgate.com/store/21677296	cmh1818
43	dhgate.com/store/21671284	cmh5858
44	dhgate.com/store/21668490	dagua55 Store
45	dhgate.com/store/21725084	dhchanel Store
46	dhgate.com/store/21746525	dhgatech
47	dhgate.com/store/21748633	dhgatesho Store
48	dhgate.com/store/21734550	dhkeybuy Store
49	dhgate.com/store/20748226	explosive Store
50	dhgate.com/store/21732904	fashionshose1 Store
51	dhgate.com/store/21673942	globalbag999 Store
52	dhgate.com/store/21679215	good_bags234
53	dhgate.com/store/21670398	guamian
54	dhgate.com/store/21752816	Gucci166
55	dhgate.com/store/21161344	Guohua77 Store
56	dhgate.com/store/20747641	hyperdunk Store
57	dhgate.com/store/21673262	joo8286
58	dhgate.com/store/21670426	kechi
59	dhgate.com/store/21748138	linjihua851113 Store
60	dhgate.com/store/21679144	Luxury brands568 Store
61	dhgate.com/store/20930866	nike_air Store
62	dhgate.com/store/21705125	royallove6 Store
63	dhgate.com/store/21674865	sheyao
64	dhgate.com/store/20816887	speedform
65	dhgate.com/store/21657061	topking_bag8
66	dhgate.com/store/21665934	xinbi55 Store
67	dhgate.com/store/21665931	xinshi55
68	dhgate.com/store/21667419	xinshui55
69	dhgate.com/store/21665922	xinwang55 Store
70	dhgate.com/store/21739464	xyluxurious01
71	dhgate.com/store/20932034	zyeeyz_350 Store
72	dhgate.com/store/21674427	zhedui
73	dhgate.com/store/21674422	zhezhang Store

74	wish.com/merchant/5ff0f85c858e85063d389da4	Colgate-Palmolive
75	wish.com/merchant/607e5eee4402470878107805	ijhfi;eowhgolih;oih'iohj'ogihi;oaergbvdfvsd
76	wish.com/merchant/6165175a822e3dc9a8912600	leihonhbing3806
77	wish.com/merchant/61138f108b760539b87d7a11	lihaiping668
78	wish.com/merchant/61651a70f1c20b0927ddd948	pidawu4376
79	wish.com/merchant/5e50b37818034a49b9aecece	thrydyotw
80	wish.com/merchant/5e6c855f1061cf47d654e854	wangyumengshop
81	wish.com/merchant/60444e3d8c6a521bd221378c	yanguilin13613
82	wish.com/merchant/6165301afc893ab458237bac	zhangaoxi4105