

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

LAURA GRAVES,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-04147

**Judge Thomas M. Durkin**

**Magistrate Judge Jeffrey T. Gilbert**

**PRELIMINARY INJUNCTION ORDER**

Plaintiff LAURA GRAVES (“Graves” or “Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS Graves’ Motion in part as follows.

This Court finds Graves has provided notice to Defendants in accordance with the Temporary Restraining Order entered August 10, 2022, [14] (“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, Graves 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 versions of Graves' federally registered copyrights, which are protected by U.S. Copyright Registration Nos. VA2299829; VA2300101; VA2300072; VA2300087; VA2300107; VA2299826; VA2300093; VA2300103; VA 2300097; and VA2300104 (collectively, the "LAURA GRAVES Works") to residents of Illinois. In this case, Graves 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 purchase products using infringing versions of the LAURA GRAVES Works. *See* Docket No. [12], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its unauthorized goods to customers in Illinois bearing infringing versions of the LAURA GRAVES Works.

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 Graves' previously granted Motion for Entry of a TRO establishes that Graves has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Graves will suffer irreparable harm if the injunction is not granted.

Specifically, Graves has proved a *prima facie* case of copyright infringement because (1) Plaintiff is the owner of the registered LAURA GRAVES Works, (2) Defendants are not licensed or authorized to use any of the LAURA GRAVES Works, and (3) Defendants' use of the LAURA GRAVES Works is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Graves. Furthermore, Defendants' continued and unauthorized use of the LAURA GRAVES Works irreparably harms Graves through

diminished goodwill and brand confidence, damage to Graves' reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Graves 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 LAURA GRAVES Works or any reproductions, infringing 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 Graves product or not authorized by Graves to be sold in connection with the LAURA GRAVES Works;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Graves product or any other product produced by Graves, that is not Graves' or not produced under the authorization, control, or supervision of Graves and approved by Graves for sale under the LAURA GRAVES Works;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Graves, or are sponsored by, approved by, or otherwise connected with Graves; 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 Graves, nor authorized by Graves

to be sold or offered for sale, and which bear any of Graves' copyrights, including the LAURA GRAVES Works, or any reproductions, infringing 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 Graves' 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' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon") and ContextLogic Inc. d/b/a Wish.com ("WISH"), (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Graves 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 Defendant Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Defendant Internet Stores; 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, WISH and Amazon, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Upon Graves' 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 infringing goods using the LAURA GRAVES Works.
5. Any Third Party Providers, including WISH and Amazon, 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 2 to the Declaration of Laura Graves, 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. Graves 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 2 to the Declaration of Laura Graves 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 “Jane Andrews 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. Plaintiff’s Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Laura Graves [12], and the TRO [14] 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 ten thousand dollar (\$10,000) bond posted by Graves 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 cursive script, reading "Thomas M. Durkin".

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Hon. Thomas M. Durkin  
United States District Judge

Dated: August 24, 2022

**Schedule A**

<b>No.</b>	<b>Defendant</b>
1	Jane Andrews
2	chujiushangmao
3	ZaaPrint
4	Luanzhou Yikexing Electronic
5	Tongshan Jiangzhao Trading Co., Ltd
6	shaojing-CN
7	amycountry
8	jilixiaofangabc
9	Jishuangdz (From USA)
10	Besaomeom
11	ehomery
12	liuxunyingbeimei
13	MEET YOU HONGKONG LIMITED
14	zhunaonaobeimei
15	gululubeimei
16	HUANGPINGPING1
17	yangongfa
18	HOYONG SHOP
19	liunishop
20	shuangrongshop
21	yooer
22	pingjianshop
23	yijianmeishop
24	skrchaoxinshop
25	chaoxingshop
26	longfashop
27	HUOYANMU
28	Cjingjingshop
29	Emma_me
30	Focal20 Craft
31	襄阳越禧百货有
32	TINSHNN
33	HenArts
34	CSV Decor
35	Grube Globa
36	gyjtyrees
37	TranQuanStore

38	Huong HoangDuc
39	DONGDAOVUONGSTORE
40	nanpingshijianyangqutezhengliubaihuodian
41	aunzeuang
42	YArong
43	Matt-Jianli
44	fengzhi-made art
45	vbjhnrtf
46	DMQStore
47	Pearpear
48	Necklace-Sen
49	xiangchengshifengjunbaihuopu
50	Tu&Tu
51	Diamond Painting Shop
52	VENCANN
53	HMQCI
54	U R Beautiful Direct
55	rongsenluo
56	Wall Decor Sign Store
57	shdj1cbdhn
58	ZhouLiJun-shop
59	RRB Store
60	BBB-STOREUS
61	VAN SON MAI
62	BarBang
63	meelifemall
64	Gludear
65	zhoukouwenliangshangmaoyouxiangongsi
66	THUY NGOC DANH
67	huiguanqu
68	liulijiao
69	GIFTs Factory
70	TRAXI 203TRF
71	GTRIHTYIR44
72	KBJ-store
73	XIABEAUTI
74	sldzsw
75	BYWLKJ
76	YE61043
77	ZiYiYuan
78	HOME CHUANGP



79	yutaous
80	lingyige
81	ANTEBA
82	canvas arts store
83	SANADNAT
84	zhangjianc3066
85	wucaiy6432
86	zhangy5577
87	lupengj988
88	Happy Blanket
89	YippyStore
90	Haamaings
91	shandianhui
92	zhangzerui
93	Wondlandy Magic
94	JKLOKKKO
95	lili Store me
96	Time Fashion
97	Julie Strum
98	daisiyi998668
99	HeatherKimberleyIcX
100	lotustore
101	fgafegteahet
102	shenqijun5866
103	liujun3532
104	forever2017
105	ariqiyang32447
106	I Love Fashion
107	bincloth
108	omyg
109	ningjingzhiyuanshi
110	hoututaoju
111	Wanstwily cream
112	Imseadds
113	zhangjing926400
114	pushgoods
115	shaoyingying8
116	KGKGkjhk
117	caohaodian
118	jinlingui3598
119	Amanda Diaz

120	Debbie Neill
121	chenyelin1123
122	zhangqiyue977
123	liyuxin997
124	weishujing6688
125	tomtrade
126	zhangzhanyun123
127	aopkiiu wholeshop
128	ZhuokongfuleiyMi
129	tianyuansuppermarket
130	fsaa
131	zhangning2
132	Sarah Hacketts
133	Dennis Rodrigues
134	surprise xiong
135	hujiantao6472
136	jiangyuxin6274
137	gtpyho
138	9460xieping
139	Racom
140	liuxin3990
141	zhengping Store me
142	ellisoncaldkpea
143	gouguayyi9
144	qiaocaijia0
145	pengqe52
146	w0nymd159
147	yaomingfan
148	Oliver Flood