

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

MERCIS B.V.,

Plaintiff,

v.

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

Defendants.

Case No.: 1:21-cv-00872

Judge Thomas M. Durkin

Magistrate Judge Jeffrey Cole

**PRELIMINARY INJUNCTION ORDER**

THIS CAUSE being before the Court on Plaintiff, MERCIS B.V.’s (“MERCIS” or “Plaintiff”), Motion for a Preliminary Injunction, and this Court having heard 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 (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. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet 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 Plaintiff’s trademarks and

copyright. *See* Docket No. 11 which includes screenshot evidence confirming that each Defendant Internet Store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the MIFFY trademarks, U.S. Trademark Registration Nos. 2,210,029; 2,393,442; 2,482,597; 4,248,049; 5,516,174; 5,652,014; 5,663,554 and 5,663,610 (collectively, the “MIFFY Trademarks”) and/or products infringing the MIFFY Work, Copyright Registration No. VA 1-054-563 (the “MIFFY Work”).

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 MERCIS’s previously granted Motion for a Temporary Restraining Order establishes that MERCIS has a likelihood of success on the merits; that no remedy at law exists; and that MERCIS will suffer irreparable harm if the injunction is not granted.

Specifically, MERCIS has proved a *prima facie* case of trademark infringement because (1) the MIFFY Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register and the MIFFY Work is registered with the United States Copyright Office, (2) Defendants are not licensed or authorized to use the MIFFY Trademarks and MIFFY Work, and (3) Defendants’ use of the MIFFY Trademarks and MIFFY Work are causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with MERCIS. Furthermore, Defendants’ continued and unauthorized use of the MIFFY Trademarks and MIFFY Work irreparably harms MERCIS through diminished goodwill and brand confidence, damage to MERCIS’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, MERCIS 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 affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:
  - a. using the MIFFY Trademarks and MIFFY Work or any 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 MIFFY product or not authorized by MERCIS to be sold in connection with the MIFFY Trademarks and MIFFY Work;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MIFFY product or any other product produced by MERCIS, that is not MERCIS's or not produced under the authorization, control or supervision of MERCIS and approved by MERCIS for sale under the MIFFY Trademarks and MIFFY Work;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of MERCIS, or are sponsored by, approved by, or otherwise connected with MIFFY;
  - d. further infringing the MIFFY Trademarks and MIFFY Work and damaging MERCIS's goodwill;
  - e. otherwise competing unfairly with MERCIS in any manner;

- f. 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 MERCIS, nor authorized by MERCIS to be sold or offered for sale, and which bear any of the MIFFY Trademarks and MIFFY Work or any reproductions, counterfeit copies or colorable imitations thereof;
  - g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit/Infringing MIFFY products; and
  - h. operating and/or hosting at the Online Marketplace Accounts and any other online marketplace accounts registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the MIFFY Trademarks and MIFFY Work or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine MIFFY product or not authorized by MERCIS to be sold in connection with the MIFFY Trademarks and MIFFY Work.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, Amazon, and Alibaba Group Holding Ltd. along with any related Alibaba entities (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within ten (10) 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 MIFFY Trademarks and MIFFY Work, 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 MIFFY Trademarks and MIFFY Work; and
  - c. take all steps necessary to prevent links to the Defendant Online Marketplace Accounts identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Online Marketplace Accounts from any search index.
3. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online Marketplace Accounts or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as Marketplaces, advertisers, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including PayPal, Alibaba, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to MERCIS expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

- a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
  - b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts;
  - c. Defendants' websites and/or any Online Marketplace Accounts;
  - d. the Defendant Online Marketplace Accounts registered by Defendants; and
  - e. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in 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, Amazon, PayPal, Alipay, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
  5. ContextLogic, Inc. (“WISH”) Amazon Payments, Inc. (“Amazon”), and Alipay US, Inc. and its entities (“Alipay”) shall, within ten (10) 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, Amazon, and Alipay accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Frank Padberg; and
  - b. restrain and enjoin any such accounts or funds that are non-U.S. foreign based from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
6. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants' Online Marketplace Accounts or websites, shall within ten (10) business days of receipt of this Order:
- a. locate all accounts and funds connected to Defendants, or Defendants' Online Marketplace Accounts, including, but not limited to, any accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 3 to the Declaration of Frank Padberg; and
  - b. restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
7. MERCIS may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing 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, or by sending an e-mail to the e-mail addresses identified in Exhibit 3 to the

Declaration of Frank Padberg and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of “amazingstore 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 Online Marketplace Accounts 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.

8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to MERCIS or on shorter notice as set by this Court.
9. The \$10,000 bond posted by MERCIS shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.
10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiff's Schedule A attached to the Complaint, which includes a list of the Defendant Online Marketplace Accounts; (2) screenshot printouts showing the active Defendant Internet Stores for the Defendant Names (Exhibit 3 to the Declaration of Frank Padberg) and (3) the Temporary Restraining Order.

Dated: March 19, 2021



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U.S. District Court Judge



**SCHEDULE A**

<b>No.</b>	<b>Defendants</b>
1	amazingstore
2	Bitler-been
3	clickfunny
4	DAyonceagood
5	liting Store me
6	Mystery World Shop
7	Nettlegrassone
8	niedaochaohomeflowerstore
9	Plush toys
10	Showseason1014
11	Tobuybattery
12	Yang Chong
13	Agell
14	Angelily-shop
15	ayada
16	Brothseek flagship store
17	creamdealAZ
18	DARURE
19	David Beckham Store
20	DAXIANG
21	dhtkmy8o
22	Easylife Company
23	fangcloudy
24	Fengliang Trading
25	fgrgsrgrhdfsgdsfg
26	FuYiHeng
27	gaoxinqufengqiaomamibangnifuzhuangdian
28	GuangZhouAiSongShangMaoYouXianGongSi
29	guangzhoucheqishangmaoyouxian zerengongsi
30	GuangZhouFengYuShangMaoYouXianGongSi
31	guangzhoujunxinsungaosugongluyouxiangongsi
32	guangzhouluhuilinggaosugongluyouxiangongsi
33	guangzhounanshaquhukuishangmaoyouxiangongsi
34	guangzhouwenyanbaikejyioxiangongsi
35	guangzhouwuranguoshiyouyouxiangongsi
36	guangzhouyimeixuanyiyuanyouxiangongsi
37	GuiZhouJieLanaoYiuXianGongSi
38	guoruishop
39	haiboxiangyuanshipinyouxiangongsi
40	HeNanJingXiDaJianZhuGongChengSheJiYouXianGongSi
41	HJRBM
42	hongchengjs

43	JULY WIND
44	KWOKING
45	Labixun
46	laizhoushi wanshunchongwufuwuyouxiangongsi
47	LinXianTuBanXinQiLiuFuZhuangDian
48	LuYiXianKaiXinErXiangBaoDian
49	Lvliangshilishiquxiaohanwujinrizadian
50	maomiaoshangmao
51	Marguerite Venus
52	Mikaa
53	Mond038
54	mufankejiyouxiangongsi
55	neimenggupengzhanwangluokejiyouxianzerengongsi2902
56	PDISON
57	QingDaoHuiQianChengShangMaoYonGongSi
58	sai ou fu shi chao shi
59	sanejingpindian
60	SF shtore
61	ShanDongSiQiJiaoYuZiXunFuWuYouXianGongSi
62	shanghaishuangchangxinikejiyouxiangongsi
63	ShiJiaZhuangShiGuanZhongYangDeShangMaoYouXianGongS
64	shijinlan
65	shiny days
66	shouxinyuanmaoshangmaoyouxiangongsi
67	SNIDKES
68	sport fitness
69	STAR HOUSE STORE
70	suiningxianzhanzhiwujindian
71	TieXiQuMengLiXieMaoDian-Li YanJun
72	TOLLION TECHNOLOGY CO LTD
73	TongChengDongZiBaiHuoDian
74	URKing
75	INTENTIONALLY LEFT BLANK
76	INTENTIONALLY LEFT BLANK
77	WeiFangLiXingMaoYiYouXianGongSi
78	weifangxingzh engxinijishufuwuzhongxin
79	xiamenshipinjiachenghongzhuangxiugongchengCo. Ltd.
80	xianshihangtianjidiquanxincebaihuodian
81	XianYouXianZhuLiuYiShangMaoYouXianGongSi
82	xidejiaoshangmaoyouxiangongsi
83	xiekongxian8159
84	XinTaiShiLouYangRiYongPinBaiHuoDian
85	xjqwbj
86	x を考える x
87	yangruijiangongyouxiangongsi

88	yangsongqin6044
89	YanJiaHui-TongChuanShiYaoZhouQuJiaHuiBaiHuoDian
90	YongkangShengjin Industry and Trade Co., Ltd.
91	YWNFZD
92	7 Baby Store
93	A small petal Store
94	Ace Air Art Advertising Inflatables Store
95	ads Kids Store
96	afang Store
97	Alisa's cabin
98	Areia Store
99	ARMIN ARLAT Store
100	A-shop Store
101	Babie Kitty Store
102	Babydolls Store
103	Baizheng Kitchenware Store
104	Bingqing baby Store
105	BloomBaby Store
106	BSL Jewellery Store
107	bslf Store
108	caiduo Store
109	changjintextile Store
110	Children have fun Store
111	Children's Accessories Dropship Store
112	Children's Playground Online Store
113	China Tradition Costume Regie Store
114	Clivia Store
115	Creativity Mold Store
116	Dake's Houseware Store
117	daxiaobaobei Store
118	DO mylike Store
119	Dropshipping whole bulk child products Store
120	duobile Store
121	E-lincy accessories Store
122	eumemoria Store
123	Evich-B Store
124	Excellent Buy
125	Exquisite kitchenware Store
126	Feisyu hometextile Store
127	Florence Fabric Store
128	Fluttering rabbit Store
129	Fondant Factory Store
130	funny trend Store
131	Gaohong Kids Store
132	Garden Fairy

133	Glaring Store
134	Good Baby Kids Store
135	Happy Family Mile Store
136	HELLOVE Store
137	Heye baby Store
138	HH Official Store
139	Hi Kids Store
140	HLJ 10 Store
141	Home-Life Museum Store
142	HUMANO FINO Official Store
143	HY FABRIC Store
144	HYchildren's clothes Store
145	IDEER Baby Store
146	Ivied Socks Store
147	JAYER Life Store
148	Jfitines Store
149	Jiajia baby Store
150	KD Children's Store
151	Kids coat and set Store
152	Kids Global Store
153	Kids Worldwide Store
154	Kids Zone Store
155	LK 3C Online Store
156	Locus amazing Official Store
157	LOOOVE Store
158	Mandy's fabric Store
159	manfre homegoods Store
160	Maternal & Baby Products Selection Store Store
161	Maternal & child online Store
162	MaySun Store
163	Michael Traveling Goods Co., Ltd.
164	MiZANGG Baby Store
165	Mojito socks Store
166	Mommy & Baby Factory Store
167	MomSusy's baby Store
168	MuYiks Baby Store
169	MXX FABRIC Store
170	Nabi SMTA fabric Store
171	New Trendy Store
172	OHMETOY Toy Store
173	oxygen socks Store
174	PAJ Store
175	Panda-star Store
176	Phil Costume Store
177	Pipsbaby Store

178	Please enter the supermodel accessories Store
179	Pregnancy baby supplies Store
180	Prowow Girl Store
181	Qunq Baby Store
182	RACCOON RAIDERS Children's Clothes Store
183	Rainbowl Store
184	rami&ivan Official Store
185	RefuseFana Store
186	Regina Official Store
187	RuShi Culture Store
188	Ruyi baby Store
189	SanitKun Store
190	SeeingDays Franchised Store
191	seenimoe Official Store
192	SHAKALAKA Store
193	Shop3615075 Store
194	Shop4481070 Store
195	Shop5117066 Store
196	Shop5130099 Store
197	Shop5244027 Store
198	Shop5250269 Store
199	Shop5362148 Store
200	Shop5363129 Store
201	Shop5381150 Store
202	Shop5493184 Store
203	Shop5593374 Store
204	Shop5606257 Store
205	Shop5777128 Store
206	Shop5797453 Store
207	Shop5874270 Store
208	Shop5875075 Store
209	Shop5877388 Store
210	Shop601431 Store
211	Shop714999 Store
212	Shop900248403 Store
213	Shop910338260 Store
214	Shop910352179 Store
215	Shop910558461 Store
216	Shop910567045 Store
217	Shop910647071 Store
218	Shop910731038 Store
219	Shop910747022 Store
220	Shop910763020 Store
221	Shop910785038 Store
222	Shop910921017 Store

223	Shop911033047 Store
224	Shop911037021 Store
225	Shop911040043 Store
226	Shop911063134 Store
227	Shop911068026 Store
228	Shop911111302 Store
229	Shop911112135 Store
230	Shop911125247 Store
231	Shop911136194 Store
232	Shop911192041 Store
233	Shop911261396 Store
234	SHRIYMARIY for Children Store
235	siyao0619 Store
236	Strawberry toy store Store
237	Sweethome Store
238	Taizhou Rugic Import & Export Co., Ltd.
239	Tepoztec Fabric Store
240	tianmei Store
241	TinaKim Official Store
242	Toymix Store
243	t-shirt11 Store
244	Ubby Creation Store
245	Vanku Baby Store
246	VeryBest Store
247	VIP Angle Store
248	vivekbaby Store
249	Warm Moonlight Store
250	Weavinggirl textile Store
251	Welcome DropShip DropShip Store
252	Win_Win World
253	wonderfulDay Store
254	Yabgu Store
255	YIJIAME Store
256	YouGood Store
257	youyoubaishu Official Store
258	ZARE Baby Kids Store
259	ZL 1012 Store

