

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

JUSTIN ALEXANDER, INC.)	
)	
Plaintiff,)	Case No. 1:15-cv-10089
)	
v.)	Judge Sharon Johnson Coleman
)	
JACK CHAN, et al.,)	Magistrate Judge Michael T. Mason
)	
Defendants.)	
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PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff, Justin Alexander, Inc.’s (“Plaintiff” or “Justin Alexander”) Motion for Entry of a Preliminary Injunction against the defendants identified in Schedule “A” to the Amended Complaint and attached hereto (collectively, the “Defendants”) and using at least the domain names identified in Schedule “A” (the “Infringing Websites”), and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in its entirety.

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants because 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 counterfeit versions of the JUSTIN ALEXANDER Trademarks (“Counterfeit Products”) (a list of which is included in the below chart).

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
4,011,847	SINCERITY	August 16, 2011	25: WEDDING DRESSES AND WEDDING GOWNS
4,018,784	JUSTIN ALEXANDER	August 30, 2011	18: HANDBAGS 25: WEDDING DRESSES AND WEDDING GOWNS
4,026,225	SARAH DANIELLE	September 13, 2011	25: EVENINGWEAR, NAMELY, EVENING DRESSES; WEDDING DRESSES; WEDDING GOWNS
4,417,935	LILLIAN WEST	October 15, 2013	25: WEDDING DRESSES

THIS COURT FURTHER FINDS that Plaintiff is the exclusive owner of all right, title and interest in and to United States Copyright Registration No. VA 1-936-316 (“JUSTIN ALEXANDER Copyright”), which protect several original photographs Plaintiff uses to advertise genuine JUSTIN ALEXANDER Products. This registration is valid, unrevoked, uncanceled, and incontestable. Defendants display images protected by the JUSTIN ALEXANDER Copyright on the Infringing Websites without Plaintiff’s permission or consent.

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 Entry of 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 proved a *prima facie* case of trademark infringement because (1) the JUSTIN ALEXANDER 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 JUSTIN ALEXANDER

Trademarks, and (3) Defendants' use of the JUSTIN ALEXANDER Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff. Plaintiff has also provide a *prima facie* case of copyright infringement because Defendants display stolen images protected by the JUSTIN ALEXANDER Copyright on the Infringing Websites to advertise the sale of Counterfeit Products. Furthermore, Plaintiff has also proved a *prima facie* case of violations of the Anticybersquatting Consumer Protection Act of 1996 ("ACPA") because they have demonstrated that certain Defendants have bad faith intent to profit from the JUSTIN ALEXANDER Trademarks and have registered, trafficked in, or used domain names that are identical or confusingly similar to or dilutive of Plaintiff's distinctive and famous JUSTIN ALEXANDER Trademarks. Furthermore, Defendants' continued and unauthorized use of the JUSTIN ALEXANDER 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, Tory Burch 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. As such, 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 JUSTIN ALEXANDER Trademarks 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 JUSTIN ALEXANDER Product or not authorized by Plaintiff to be sold in connection with the JUSTIN ALEXANDER Trademarks;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine JUSTIN ALEXANDER Product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Justin Alexander and approved by Plaintiff for sale under the JUSTIN ALEXANDER Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Products are those sold under the authorization, control or supervision of Justin Alexander, or are sponsored by, approved by, or otherwise connected with Justin Alexander;
 - d. further infringing the JUSTIN ALEXANDER Trademarks and damaging Plaintiff's goodwill;
 - e. otherwise competing unfairly with Plaintiff in any manner;
 - f. 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 the JUSTIN ALEXANDER Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof;
 - g. using, linking to, transferring, selling, exercising control over, or otherwise owning or operating the Infringing Websites, or any other domain name that is being used to sell or is the means by which Defendants could continue to sell Counterfeit Products;

- h. operating and/or hosting websites at the Infringing Websites 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 the JUSTIN ALEXANDER Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine JUSTIN ALEXANDER Product or not authorized by Justin Alexander to be sold in connection with the JUSTIN ALEXANDER Trademarks;
 - i. registering any additional domain names that use or incorporate any of the JUSTIN ALEXANDER Trademarks; and
 - j. using images covered by the JUSTIN ALEXANDER Copyright or any of Plaintiff's original photographs that Plaintiff uses to advertise the sale of original JUSTIN ALEXANDER Products.
- 2. 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. Moving, destroying, or otherwise disposing of any items, merchandise or documents relating to the Counterfeit Products, Defendants' Infringing Websites, and/or Defendants' assets and operation; and
 - b. Removing, destroying, or otherwise disposing of computer files, electronic files, business records, or documents relating to any of Defendants' Infringing Websites, assets, operations, or relating in any way to the manufacture, acquisition, purchase, distribution or sale of Counterfeit Products, or any

reproduction, copy or colorable imitation of the JUSTIN ALEXANDER Trademarks.

3. 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 they own and/or operate; (c) their financial accounts, including but not limited to all PayPal accounts; and (d) the steps taken by each Defendant to comply with paragraphs 1(a)–(i) and 2(a)–(b), above.
4. Upon Plaintiff's request, the privacy protection service (such as Domains By Proxy) for any Infringing Website for which the owner of such Infringing Website uses such privacy protection service to conceal the owner's identity and contact information are ordered to disclose to Plaintiff the true identities and contact information of those Infringing Website owners.
5. The top-level domain (TLD) Registries (or their administrators) including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, for the Infringing Websites identified on Schedule "A" hereto, within three (3) business days of receipt of this Order, shall, unlock and change, until further ordered by this Court, the registrar of record for the Infringing Websites, excepting any such domain names which such registries have been notified in writing by Plaintiff have been or will be dismissed from this action, to a holding account with the registrar of Plaintiff's designated agent, Counterfeit Technology (the "New Registrar"). To the extent the top-level domain (TLD) registries do not assist in changing the registrars of record for the Infringing Websites under their respective control, The

Internet Corporation for Assigned Names and Numbers (“ICANN”) shall ensure such a change within three (3) business days of receipt of this Order.

6. Additionally, the New Registrar, within one (1) business day of receipt of this Order shall update the Domain Name System (“DNS”) data it maintains for the Infringing Websites, which link the domain names to the IP addresses where their associated websites are hosted, to ns1.counterfeittechnology.com and ns2.counterfeittechnology.com or other to Counterfeit Technology choosing (the “New NS records”). Upon the change of the registrar of record for the Infringing Websites, the New Registrar will transfer the Infringing Websites to an account with the New Registrar controlled by Counterfeit Technology. Counterfeit Technology will maintain access to the Infringing Websites in trust for the Court during the pendency of this action. The New NS records will cause the domain names to resolve to the website managed by Counterfeit Technology where copies of the Amended Complaint, Temporary Restraining Order, Preliminary Injunction Order and all other documents on file in this action are displayed. After the New Registrar has effected this change, the Infringing Websites shall be placed on Lock status, preventing the modification or deletion of the domains by the New Registrar or Defendants.
7. Plaintiff may enter the Infringing Websites into Google’s Webmaster Tools and cancel any redirection of the domains that have been entered there by defendants that redirect traffic to the counterfeit operations to a new domain name and thereby evade the provisions of this Order.
8. The Infringing Websites shall immediately be de-indexed and/or removed from any search results pages of all Internet search engines including, but not limited to, Google,

Bing, and Yahoo, and all social media websites including, but not limited to, Facebook, Google+, and Twitter until otherwise instructed by this Court or Plaintiff that any such domain name is authorized to be reinstated, at which time it shall be reinstated to its former status within each search engine index from which it was removed.

9. Plaintiffs may immediately commence discovery by providing actual notice, pursuant to subpoena or otherwise, of this Order to any of the following parties: (1) Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them; (2) any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, PayPal, Inc., or other merchant account providers, payment provider, third party processors, credit card associations (*i.e.* MasterCard and VISA) that receive payments or hold assets on Defendants' behalf; and (3) any third party service providers, including without limitation, ISPs, back-end service providers, web designers, sponsored search engine or ad-word providers, shippers, domain name registrars, domain name registries or online third-party sellers who have provided services for Defendants (collectively, "Third Party Providers") shall, within five (5) days after receipt of such notice, provide copies of all documents and records in such person or entity's possession or control relating to:
 - a. The identities and addresses of Defendants, their agents, servants, employees, confederates, and any persons acting in concert or participation with them and the locations and identities of Defendants' operations, including without limitation, identifying information associated with Defendants' Infringing Websites and financial accounts;

- 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 Infringing Websites and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to the Infringing Websites;
 - c. Defendants' Infringing Websites and any domain name registered by Defendants; and
 - d. 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, PayPal, Inc., Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (*i.e.*, MasterCard and VISA).
10. 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.
11. Western Union and its affiliates shall, within two (2) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the Defendants identified in Schedule "A" until further ordered by this Court.
12. PayPal, Inc. ("PayPal") shall, within two (2) business days of receipt of this Order, for any Defendant or any of Defendants' Infringing Websites:
- a. locate all accounts and funds connected to Defendants and the Infringing Websites, including, but not limited to, any PayPal accounts connected to the information listed

- in Schedule “A” hereto, the e-mail addresses identified in Exhibits 1 to the Declaration of Richard J. Holmes, and any e-mail addresses provided for Defendants by third parties; and
- b. restrain and enjoin any such accounts or funds that are China or Hong Kong based from transferring or disposing of any money or other of Defendants’ assets until further ordered by this Court.
13. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants’ Infringing Websites, shall within two (2) business days of receipt of this Order:
- a. locate all accounts and funds connected to Defendants and the Infringing Websites, including, but not limited to, any PayPal accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits 1 to the Declaration of Richard J. Holmes, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds that are based in foreign jurisdictions, including but not limited to China and Hong Kong, from transferring or disposing of any money or other of Defendants’ assets until further ordered by this Court.
14. Plaintiff 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 to which the Infringing Websites that are transferred to Plaintiff’s control will redirect, or by sending an e-mail to the e-mail addresses identified in Exhibit 1 to the Declaration of Richard J. Holmes 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 “Jack Chan and all other Defendants identified in Schedule “A” to the Amended Complaint” that shall apply to all Defendants. 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.

15. Plaintiffs’ Amended Complaint, Schedule “A” to the Amended Complaint, Exhibit 1 to the Declaration of Richard J. Holmes, Exhibits 5 and 6 to the Declaration of Larry Warshaw, and the Temporary Restraining Order are unsealed.
16. Upon two (2) days’ written notice Plaintiff or on shorter notice as set by this Court, any Defendant may, upon proper showing, appear and move to dissolve or modify this Order upon an appropriate evidentiary showing by Defendant.
17. The \$10,000 bond posted by Plaintiff (Receipt No. 4624150900) shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

DATED: January 5, 2016



U.S. District Court Judge Sharon Johnson Coleman

SCHEDULE "A"

No.	Infringing Website	Registrant Name / Alias
1	adressplaques.com	Whois Privacy Protection Service, Inc.
2	amybridal.co.uk	jack chan
3	andrew-doriane.com	lirong shi
4	ashleyandjonathanwedding.com	Ana zheng Nazario
5	aspireds.com	lirong shi
6	aubridalgowns.com	Domains By Proxy, LLC
7	auto-vations.com	lirong shi
8	bestcasesolution.com	lirong shi
9	briliantdress.com	Whois Privacy Protection Service, Inc.
10	carepr.co.uk	Bobby Gill
11	chiffonbridaldress.com	SHANGHAI MEICHENG TECHNOLOGY INFORMATION DEVELOPMENT CO., LTD.
12	dancingprom.com	Whois Privacy Protection Service, Inc.
13	dangdangdress.com	YinSi BaoHu Yi KaiQi
14	dress2mylove.com	xiuzhen wu
15	dressbridalgowns.com	Ursula Krebs
16	dressesonlinesale.co.uk	li tiantian
17	dressetrend2014.com	XUE GUANG
18	dressromanza.com	WHOISGUARD PROTECTED
19	elleprom.com	zhang san
20	ergosupply.com	zhenfei chen
21	fabpartydresses.com	zhang san
22	girlsdressy.com	crystal
23	glitchwebdesign.com	lirong shi
24	globalseafoodsstore.com	shilirong
25	hibuywholesale.com	yianjuang
26	holy-star.com	wen ben zhou
27	honeyprom.com	crystal
28	hoochymamas.com	jack chan
29	hotsaledress.com	YinSi BaoHu Yi KaiQi
30	iyok.net	Angie Pelizzi
31	jennifersbride.com	Margene Willison
32	justinalexandersbridal.com	sheng hu
33	kellybridalshop.com	kelly kelly
34	kissmyprom.com	taotao lin
35	kisstoppdress.com	YinSi BaoHu Yi KaiQi
36	labeautes.com	zhanglabeautes
37	lanlanbridaldress.co.uk	Brown sugar
38	loprom.com	WHOISGUARD PROTECTED
39	louversystemsusa.com	shi
40	maggiestore.com	WILLIE DALE
41	marvelousgown.com	WILLIE DALE

42	methodsusa.com	zhenfei chen
43	mexpatproperties.com	Whois Privacy Protection Service, Inc.
44	millionbride.com	James Gillespie
45	missfishbridalonline.com	xu su mei
46	mynuptial.com	WILLIE DALE
47	navbridal.com	ma wenting
48	oceanparkplace.net	lirong shi
49	onlyforbrides.net	GUANGWEI HUANG
50	partydressesus.com	he pei ru
51	pornoctrl.com	jack chan
52	princessweddinggown.com	li le kai
53	seabridal.com	WHOISGUARD PROTECTED
54	sevenwedding.co.uk	Fatima Peter
55	shinyweddingdress.com	GUANGWEI HUANG
56	simondress.com	YinSi BaoHu Yi KaiQi
57	simplygown.com	crystal
58	stunningpromdresses.com	shen chen
59	suknieweselne.com	Gasperin Cindy
60	summerdressesshop.com	huang wen long
61	superbweddingdresses.com	YinSi BaoHu Yi KaiQi
62	superiorlm.com	zhenfei chen
63	thetreetcafe.com	zhenfei chen
64	tonypromdresses.com	zhang san
65	wedding-dresses-store.com	Zhang XiaoZheng
66	weddingdressbraw.com	YinSi BaoHu Yi KaiQi
67	weddingdressesinuk.co.uk	jack chan
68	weddingdresssmall.co.uk	tony bruce
69	weddinggownsdress.com	Andrea Thiel
70	weddingtrail.com	vaussier evelyne
71	whirlonline.com	lirong shi
72	xmpllc.com	Ronnie Bombardier