USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 5/14/2026

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NATIONAL ASSOCIATION FOR STOCK CAR AUTO RACING, LLC,

Plaintiff,

-against-

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

Defendants.

26 Civ. 2955 (AT)

PRELIMINARY INJUNCTION ORDER

The Court has considered Plaintiff's Motion To Show Cause As To Why A Preliminary Injunction Should Not Issue (the "Motion to Show Cause") and oral arguments made in the hearing before the Court on May 13, 2026 ("May 13 Hearing"). Based on the papers and other evidence submitted in support of the Motion to Show Cause, and for good cause shown, the Court makes the following findings of fact and conclusions of law:

FACTUAL FINDINGS & CONCLUSIONS OF LAW

1. The Court has personal jurisdiction over Defendants for the purpose of Plaintiff's motion pursuant to Federal Rule of Civil Procedure 4(k)(2). First, this action arises under federal law, the Lanham Act, 15 United States Code Section 1051, *et seq.*, *see* Compl. ¶ 1, ECF No. 1. Second, Plaintiff has met its burden of certifying that, to its knowledge, Defendants are not subject to jurisdiction in any state court of general jurisdiction, according to the sworn declaration of Plaintiff's counsel submitted in support of its motion for a preliminary injunction. *See Astor Chocolate Corp. v. Elite Gold Ltd.*, 510 F. Supp. 3d 108, 125 (S.D.N.Y. 2020); Mu Decl. II ¶ 2, ECF No. 34. Third, Plaintiff has sufficiently alleged that Defendants have targeted their sales of infringing products to markets in the United States,

including in this District, through online marketplace platforms like PayPal, Shop Pay, Amazon, and Walmart, and have targeted consumers in the United States, by, for example, offering shipping to the United States, including to New York, and listing the infringing products in U.S. dollars. *See* Compl. ¶¶ 2, 6, 36; Compl. Ex. 2; Mu Decl. I ¶ 10. Although Defendants have the right to challenge the existence of a basis for personal jurisdiction, with the exception of Royaura, Plaintiff's allegations are uncontested, and such a showing is sufficient to support a claim for injunctive relief. *See Overnight Blowout LLC v. Xuchang Yunduan Hair Prods. Co.*, No. 24 Civ. 7926, 2024 WL 5202547, at *4 (S.D.N.Y. Dec. 23, 2024). For the reasons stated on the record at the May 13 Hearing, Royaura's arguments that this Court lacks personal jurisdiction over it for the purpose of Plaintiff's motion fail.

2. Plaintiff is likely to prevail on its trademark infringement claims at trial.

   a. For the reasons stated on the record at the May 13 Hearing, Plaintiff has not demonstrated likelihood of success on the merits with respect to Defendant Royaura. Accordingly, the temporary restraining order ("TRO") entered at ECF No. 16 is VACATED as to Defendant Royaura and Plaintiff's motion is DENIED as to Defendant Royaura. The remaining findings of fact and conclusions of law pertain to the remaining Defendants listed in Schedule A of the Complaint, which is appended to this Order.

3. As a result of Defendants' misconduct, Plaintiff is likely to suffer immediate and irreparable losses, damages, and injuries:

   a. Defendants, without any authorization or license from Plaintiff, have knowingly, willfully, and deliberately infringed Plaintiff's NASCAR Marks in connection with the systematic advertisement, distribution, offering for sale, and sale of Infringing Products into the United States, including within this judicial district of New York, over the Internet through accounts with online marketplace platforms including PayPal and Shop Pay held by Defendants (the "User Account(s)").

b. Plaintiff has well-founded fears that more Infringing Products will appear in the marketplace using the same User Accounts or new and different User Accounts; that consumers may be misled, confused and disappointed by the quality of these Infringing Products, resulting in injury to Plaintiff's reputation and goodwill and, in particular, the reputation and goodwill related to Plaintiff's NASCAR Marks.

4. On balance, the potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a preliminary injunction order is issued is far outweighed by the potential harm to Plaintiff, its business, and the goodwill and reputation built up in and associated with Plaintiff's NASCAR Marks if a preliminary injunction order is not issued.

5. Service on Defendants via electronic means is reasonably calculated to result in proper notice to Defendants and does not violate the Hague Service Convention as Defendants' addresses are unknown or unverifiable despite Plaintiff's due diligence.

ORDER

The injunctive relief previously granted in the TRO shall remain in place through the pendency of this action, and issuing this Order is warranted under Federal Rule of Civil Procedure 65 and 15 U.S.C. § 1116(a). Based on the foregoing findings of fact and conclusions of law, Plaintiff's Motion to Show Cause is hereby **GRANTED** with respect to Defendants listed in Schedule A and it is **ORDERED** as follows:

1. As sufficient causes have been shown, Defendants are hereby enjoined and restrained from engaging in any of the following conduct pending the final hearing and determination of this action or until further order of the Court:

a. Cease and refrain from manufacturing, advertising, offering for sale, selling, distributing, destroying, selling off, transferring, or otherwise disposing of any Infringing Products;

b. Cease and refrain from manufacturing, advertising, offering to sell, selling, reproducing, or

distributing any goods utilizing the Plaintiff's NASCAR Marks, or any confusingly similar goods, other than genuine products manufactured or distributed by Plaintiff or its authorized manufacturers and distributors;

c. Cease and refrain from destroying, selling off, transferring, or otherwise disposing of any documents, electronically stored information, or financial records or assets of any kind relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any Infringing Products;

d. Cease and refrain from using the Plaintiff's NASCAR Marks on or in connection with any seller alias that any Defendant may own, operate, or control on any Marketplace;

e. Cease and refrain from any and all use of the Plaintiff's NASCAR Marks as metatags, on any webpage (including the title of any web page), in any advertising links to other websites, from search engines' databases or cache memory, or any other form of use of such terms that are visible to a computer user or serves to direct computer searches to Seller Aliases registered, owned or operated by any Defendant on any Marketplace; and;

f. Cease and refrain from altering, disabling, closing, or transferring ownership of any seller alias on any Marketplace.

Asset Restraint

2. As sufficient cause has been shown, the asset restraint granted in the TRO shall remain in place through the pendency of this litigation, including that:

a. within five (5) days of receipt of service of this Order, that any Financial Institutions such as (i) Amazon, (ii) PayPal, Inc. ("PayPal"), (iii) Payoneer, Inc ("Payoneer"), (iv) Ping Pong Global Solutions Inc ("Ping Pong"), (v) Coinbase Global, Inc ("Coinbase"), and (vi) eBay (collectively referred to as the "Financial Institutions") shall locate all accounts associated with Defendants (the

"Defendants' Accounts") and other assets belonging to Defendants, including any cryptocurrency (the "Defendants' Assets") and shall locate, attach, and restrain the transfer or disposing of monies or funds from Defendants' Accounts, as well as the transfer or disposing of Defendants' Assets, until further ordered by this Court. The Financial Institutions shall provide written confirmation of their compliance with the foregoing to Plaintiff.

Expedited Discovery

3. As sufficient cause has been shown, the expedited discovery order previously granted in the TRO shall remain in place through the pendency of this litigation, including that:

a. within five (5) days of receipt of service of this Order, the Financial Institutions shall provide the following information to Plaintiff's counsel (to the extent such information is in the Financial Institutions' possession, custody, or control): Identifying information for Defendants, including all available contact information (which shall include, if available, all known e-mail addresses and mailing addresses), as well as all associated account numbers and account balances, regardless of the platform or institution; Any User Accounts and/or online marketplace websites affiliated with Defendants that are not listed on Schedule A to the Complaint; Information concerning any of Defendants' Accounts or Defendants' Assets including any and all related, connected or otherwise associated accounts or assets, regardless of the hosting platform or institution.

4. As sufficient cause has been shown, Plaintiff is authorized to conduct expedited discovery, including that:

a. Plaintiff may serve interrogatories and requests for production of documents, pursuant to Rules 26 and 33, and 34 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern District of New York and Defendants who

are served with this Order shall provide written responses under oath to such interrogatories and produce documents requested within seven (7) days of service to Plaintiff's counsel.

Service by Electronic Mail and/or Electronic Publication

5. Pursuant to Fed. R. Civ. P. 4(f)(3), as sufficient cause has been shown, that service of this Order and the Summons and Complaint may be made on, and shall be deemed effective as to Defendants and Third Parties if it is completed by the following means:

a. Delivery of: (i) PDF copies of this Order together with the Summons and Complaint; (ii) a link to a website where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed by Plaintiff (the "Link") to Defendants' e-mail addresses as provided by the Financial Institutions or to the Financial Institutions if the Financial Institutions are unable to provide e-mail addresses.

Security Bond

6. The $1,500.00 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Order is terminated.

Application to Vacate or Dissolve

7. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two (2) days' notice to Plaintiff or on shorter notice as set by this Court.

SO ORDERED.

Dated: May 13, 2026
New York, New York

ANALISA TORRES
United States District Judge

Schedule A

Doe No.	Seller Alias	Platform	Seller ID
1	**DISMISSED**	**DISMISSED**	**DISMISSED**
2	bigbadtees	Domain	bigbadtees.com
3	heavyweightlegends	Domain	heavyweightlegends.com
4	HYPEELAB	Domain	hypeelab.com
5	loveciss	Domain	loveciss.com
6	merchpanels	Domain	merchpanels.com
7	myonlinetees	Domain	myonlinetees.com
8	Progression Sports	Domain	gokartracewear.com
9	**Royaura (TRO Vacated; PI Denied)**	Domain	royaura.com
10	shrimphub	Domain	shop.shrimphub.cool
11	SOPULA	Domain	sopula.com
12	teeforsports	Domain	teeforsports.com
13	**DISMISSED**	**DISMISSED**	**DISMISSED**
14	vortexdiecast	Domain	vortexdiecast.com
15	aqwf19	Amazon	AG4B3JWZEQX53
16	ASLWAD	Amazon	AIDJZT0LZ06KH
17	Bright Light Electronics	Amazon	A2SE6MY6HA2U54
18	ENSURED FASHION	Amazon	A1VIQRV0URHI9L
19	LIANGLIAOFANGSTORE	Amazon	A5JMFBSJI8D4S
20	Liangshan Wansheng Machinery Equipment Rental Co., Ltd.	Amazon	A57SID27LR22O
21	Shenzhen Honghepu Electronics Co.	Amazon	A11A7ZNFK48743
22	songruisrfga	Amazon	A3MZST98ECT1TK
23	Unique Leather Store	Amazon	AI3EHYBNT9SBU
24	WooHand	Amazon	AY03CB56171NC
25	Yoodelife	Amazon	A38MGJGACQAQBR
26	YueChenglin	Amazon	A1F5P3JK6P8X3L
27	BGSGYbhdbha	Walmart	102762590
28	CBXXDZSW	Walmart	102921687
29	Chai Jade Loyalty Toys	Walmart	102480273
30	changquanhome	Walmart	102802834
31	Chen weiyi	Walmart	102742493
32	chengzhu13	Walmart	102828160
33	EssentialTrove	Walmart	102653267
34	EverydayStyle	Walmart	102653395
35	Feng Gaomonyi	Walmart	101618591
36	guangzhouchunyangshan	Walmart	102874130
37	guangzhouStar	Walmart	102944767

Doe No.	Seller Alias	Platform	Seller ID
38	guangzhouyihongchenshangmaoyouxian g ongsi	Walmart	102879509
39	guangzhouyuerukeji	Walmart	102893891
40	Gugeards	Walmart	102938130
41	Inson	Walmart	102895433
42	JD-Clothing A	Walmart	102757550
43	jimengte	Walmart	102905337
44	JinFa	Walmart	102750759
45	jinggeds	Walmart	102701780
46	jjhome	Walmart	102941365
47	juanxiyumaoyi	Walmart	102905779
48	LIPOWERL	Walmart	102923116
49	lizhengwei0101	Walmart	101616008
50	LTOPPOPZ	Walmart	102887713
51	Ludong Shop	Walmart	102871630
52	LZXG	Walmart	102661546
53	Moda Co	Walmart	102905603
54	moonStar	Walmart	102950168
55	NGUYEN TIEN LOC	Walmart	102811772
56	shanweixian	Walmart	102596257
57	shezimaoyi	Walmart	102570518
58	shiyi long ten	Walmart	102941088
59	Stylephere	Walmart	102643169
60	aixin store	Walmart	101684395
61	chenguanjianzhu	Walmart	102840939
62	Exprehop	Walmart	102873961
63	Fashion Center 001	Walmart	102913911
64	guangzhoutongxiaoshengw	Walmart	101689280
65	MR.ge	Walmart	102879777
66	shijijr	Walmart	102596081
67	StrongWell Tech	Walmart	102943435
68	TaiYuanMoHuaiKeJiYouXianGongSi	Walmart	101610683
69	tianjindz	Walmart	102674356
70	tongkuosm	Walmart	102742655
71	tongtang	Walmart	102701762
72	wenzhibin123	Walmart	102938131
73	xiamenyunqiyouyoumaoyiyouxiangongs i	Walmart	102600846
74	XILUOKUKA	Walmart	102512389
75	xuehuanwangshangmao	Walmart	102763104

76	Yinqianpu Shop	Walmart	101668619
Doe No.	**Seller Alias**	**Platform**	**Seller ID**
77	YUE-SHOP	Walmart	102893532
78	YYYQUAN	Walmart	101632810
79	zhengzhoujinkai	Walmart	102657361
80	zhennana	Walmart	102833528
81	zikuowl	Walmart	102806178
82	AFFF stickers	Temu	634418222091617
83	bushel of learning	Temu	634418220255923
84	CASDAMNA	Temu	634418220211551
85	Custom and Personalization	Temu	634418220471458
86	Custom Cap Studio Shop	Temu	634418221801891
87	CVERO MODAG	Temu	634418221651476
88	DAVONTEHFF	Temu	634418216255607
89	DFFFSHOP	Temu	634418219102933
90	EzII Lnnovation Lab DIY	Temu	634418219906057
91	FabricVerse	Temu	634418222087523
92	FastD	Temu	634418218652524
93	FAYANG	Temu	634418209741315
94	FCKKZO	Temu	634418218935963
95	fuweike DIY	Temu	634418220935771
96	GANMIAD	Temu	634418219425953
97	General system trade	Temu	634418221367930
98	GY local	Temu	634418218010722
99	Happy Together teetow	Temu	634418219504214
100	HKHYTFMM	Temu	634418220184837
101	HKJUYHFDD	Temu	634418219135510
102	HUIYBE	Temu	634418220846963
103	Inspiration Customization	Temu	634418222108882
104	Jiaxuzefuzhuangdian	Temu	634418221252200
105	jinhaotanjiaC	Temu	634418219287719
106	JLHUD	Temu	634418221090177
107	JUNGUIKONG	Temu	634418220908912
108	KFTGYHUU	Temu	634418219198633
109	KISS HAT	Temu	634418218983238
110	Knowledge power	Temu	634418220252137
111	Layton MD	Temu	634418218939973
112	LIN YAN HUA POSTER	Temu	634418219866067
113	LocalFashions	Temu	634418220505234
114	MEEROOKOO	Temu	634418219593576
115	Mens wardrobe one	Temu	634418219631356

116	MIJUE CASUAL SHIRTS	Temu	634418220026601
Doe No.	**Seller Alias**	**Platform**	**Seller ID**
117	Min Jiuding F	Temu	634418219389147
118	Mini map	Temu	634418219639734
119	Mix Pho E	Temu	634418219732016
120	Modern Ink Tees	Temu	634418219919623
121	NeeMooPoint	Temu	634418220630662
122	New Dawn Creations Art	Temu	634418219635412
123	Novalnk	Temu	634418221610979
124	ONETWOOO	Temu	634418218234112
125	PPZLHD	Temu	634418221529022
126	PrintFusion Apparel	Temu	634418219919811
127	QIANGSJ	Temu	634418213991009
128	Qjialin	Temu	634418214971420
129	REVERPRINT	Temu	634418220261617
130	S JUN J	Temu	634418220253425
131	S Neon Sign	Temu	634418213592969
132	soiff	Temu	634418221537344
133	Soul Colliding Wardrobe	Temu	634418220747713
134	Sunset DIY	Temu	634418219599097
135	SUPUER GO	Temu	634418220864485
136	Tailored Ink Studio	Temu	634418221625815
137	Tee Muse	Temu	634418219972822
138	TEEGRAZE	Temu	634418219591924
139	the auto parts	Temu	1074194542780
140	The Modern Fit	Temu	634418220099617
141	Tina Family Shop	Temu	634418221859324
142	TL HeavenlyStitches Mens Fashion	Temu	634418219760847
143	TONGYU YW	Temu	634418216847862
144	Unique Customized	Temu	634418220039791
145	Urban Mall	Temu	634418219672574
146	UrbanVogueMen	Temu	634418220133632
147	VT Club	Temu	634418217086779
148	Wandering blacksmithA	Temu	634418218775451
149	WDZZZASIO	Temu	634418219201711
150	Wealth Sticker	Temu	634418218204483
151	Chic Tee Trend	Temu	634418218331591
152	CraftiCX	Temu	634418220176271
153	Crisp Canvas	Temu	634418219585356
154	Custom clothing development	Temu	634418219396778
155	custom gifts shirt	Temu	634418218989394

156	DailHub	Temu	634418217658341
Doe No.	**Seller Alias**	**Platform**	**Seller ID**
157	DIY Tee Lab	Temu	634418218711055
158	Fashion Men A	Temu	634418220394920
159	Fashionable mens clothing ccc	Temu	634418218993805
160	FRANKIECBCX	Temu	634418217232747
161	GANMIABBB	Temu	634418219675170
162	Greener waves	Temu	634418219957341
163	HaoziTrade	Temu	634418219633273
164	HeatherBloomA	Temu	634418220914779
165	Im a trendsetter	Temu	634418216721773
166	ji long shi	Temu	634418222589942
167	Jimfirstyifu	Temu	634418221645950
168	JJLQ Clothes	Temu	634418219635541
169	JoyCatGII	Temu	634418219999097
170	LHH shirt	Temu	634418218887489
171	LCXY	Temu	634418222649944
172	maizibahao	Temu	634418218820089
173	ManTee	Temu	634418218687980
174	Mens Wardrobe Fifteen	Temu	634418221137473
175	Merero Goods	Temu	634418219776269
176	mes hoodie	Temu	634418218586268
177	Metallic Apparel	Temu	634418222083966
178	mind what health	Temu	634418220253963
179	Mode Rush	Temu	634418218869397
180	Mr K clothing	Temu	634418220890442
181	Orange Maple Leafs	Temu	634418219250576
182	PEICHI Outfit shop	Temu	634418220026430
183	Personalized Threadworks	Temu	634418221142012
184	PinnacleShirts	Temu	634418219426615
185	QLMYTXU	Temu	634418218594534
186	QWOAM	Temu	634418222257193
187	SewTrue	Temu	634418219962566
188	Shopping four	Temu	634418222148666
189	stellarnew	Temu	634418216177950
190	This is nicing	Temu	634418220095467
191	Trendy mens clothing ccc	Temu	634418219062917
192	UFCC TEE	Temu	634418221010888
193	Viewpiont	Temu	634418220183127
194	Vivid Vibes Tees	Temu	634418219121021
195	WAYNES SHOP	Temu	634418219861911

196	WDDAAHD	Temu	634418218874062
Doe No.	**Seller Alias**	**Platform**	**Seller ID**
197	Winter begins	Temu	634418218386138
198	WorldWear	Temu	634418217284221
199	WSPBD	Temu	634418221203387
200	WTEEES	Temu	634418219465518