

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

MILLIMAGES S.A.,

Plaintiff,

v.

THE PARTNERSHIPS and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A,

Defendants.

Case No. 23-cv-1614

Hon. Thomas M. Durkin

SEALED TEMPORARY RESTRAINING ORDER



Plaintiff Millimages S.A., (“Millimages”) filed an *Ex Parte* Motion for Entry of a Temporary Restraining Order and Other Relief (the “Motion”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Millimages’ Motion in part as follows.

This Court 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, Millimages 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

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

States, including Illinois, and have sold products using infringing and counterfeit versions of Millimages' federally registered trademarks and copyrights (the "Millimages Trademarks and Copyrights") to residents of Illinois. In this case, Millimages 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 Millimages Trademarks and Copyrights. *See* Docket No. 10, 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 Millimages Trademarks and Copyrights. Lists of the Millimages Trademarks and Copyrights are shown in the tables below.

TRADEMARKS

REG. NO.	WORD/DESIGN MARK	CLASS(ES)	REG. DATE
5864624		Various goods in classes 09, 18, 24, 25, 28, and 30	September 24, 2019
5107091		Various goods in classes 25, 27, and 28	December 27, 2016

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<u>Title</u>	<u>Reg. No.</u>	<u>Date</u>
Molang: Butterfly Chase.	TX0008540345	2017
MOLANG: Dress Up/ Mix & Match.	TX0008660600	2018
MOLANG: Loves.	TX0008542698	2018
Molang: Molang and Piu Piu.	TX0008586339	2018
MOLANG: Spooky Halloween.	TX0008613276	2018
MOLANG: The Book of Happy.	TX0008679413	2018

This Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Millimages has presented specific facts in the Declaration of Stewart Miller in support of the Motion and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Specifically, in the absence of an *ex parte* Order, Defendants could and likely would move any assets from accounts in financial institutions under this Court's jurisdiction to off-shore accounts. 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 temporarily enjoined and restrained from:
 - a. using the Millimages Trademarks and Copyrights 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 Millimages product or not authorized by Millimages to be sold in connection with the Millimages Trademarks and Copyrights;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Millimages product or any other product produced by Millimages, that is not Millimages's or not produced under the authorization, control, or supervision of Millimages and approved by Millimages for sale under the Millimages Trademarks and Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Millimages, or are sponsored by, approved by, or otherwise connected with Millimages; 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 Millimages, nor authorized by Millimages to be sold or offered for sale, and which bear any of the Millimages Trademarks and Copyrights, 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. Millimages is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34, and 36, related to:
 - 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"), Alipay, ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Alibaba Group Holding Ltd.

(“Alibaba”), Ant Financial Services Group (“Ant Financial”), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.
5. Upon Millimages’s request, 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 Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba, Amazon.com, Inc., Wish.com, and Dhgate (collectively, the “Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide to Millimages 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, Alipay, Wish.com, Alibaba, Ant Financial, Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
6. Upon Millimages's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 5, 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 Millimages Trademarks and Copyrights.
7. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, 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 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.
8. Millimages may provide notice of the proceedings in this case to Defendants, including notice of the preliminary injunction hearing, 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 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 "Changsha Dahuan Electronic Technology Co., Ltd. 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.
9. Millimages must provide notice to Defendants of any motion for preliminary injunction as required by Rule 65(a)(1).
10. Millimages's Schedule A to the Complaint [Dkt. 2], and Exhibits of Evidence [Dkt. 10], and this Order shall remain sealed until further order by this Court or until the Order expires, whichever occurs earlier.
11. Within fourteen (14) calendar days of entry of this Order, Millimages shall deposit with the Court \$154,000, either law firm check, cash or surety bond, as security, which amount has, in the absence of adversarial testing, been deemed adequate for the payment of such

damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

12. 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.
13. This Temporary Restraining Order without notice is entered on this 29th day of February 2024 and shall remain in effect for fourteen (14) calendar days.

A handwritten signature in black ink, reading "Thomas M. Durkin". The signature is written in a cursive, flowing style.

Thomas M. Durkin
United States District Judge

SCHEDULE A

No.	Name	Seller URL
1	Changsha Dahuan Electronic Technology Co., Ltd.	https://csdahuan.en.alibaba.com/minisiteentrance.html
2	Guangzhou Enjoyment Toys Co., Ltd.	https://enjoymenttoys.en.alibaba.com/minisiteentrance.html
3	Jingshui Liushen (Shenzhen) Technology Co., Ltd.	https://gdjsls.en.alibaba.com/minisiteentrance.html
4	Ollrare Industrial Co., Ltd.	https://ollrare.en.alibaba.com/minisiteentrance.html
5	Shenzhen Esport Technology Co., Ltd.	https://esport.en.alibaba.com/minisiteentrance.html
6	Shenzhen XNG Tech Co., Ltd.	https://szxng.en.alibaba.com/minisiteentrance.html
7	Wenzhou Mayya International Co., Ltd.	https://wzmayya.en.alibaba.com/minisiteentrance.html
8	Yiwu Engwon Craft Factory	https://engwon.en.alibaba.com/minisiteentrance.html
9	Yiwu Fs Trade Co., Ltd.	https://super7788.en.alibaba.com/minisiteentrance.html
10	Yiwu Lanqu Trading Company Limited	https://lanyu-cn.en.alibaba.com/minisiteentrance.html
11	Yiwu Qingwen Trading Firm	https://hellofriend.en.alibaba.com/minisiteentrance.html
12	Yiwu Zhenyu Trading Firm	https://hifriend.en.alibaba.com/minisiteentrance.html
13	Yueqing Ouyue Foreign Trade Co., Ltd.	https://yqoy.en.alibaba.com/minisiteentrance.html
14	239 carpets Store	https://www.aliexpress.com/store/1101957499
15	CS Boutique carpet global Store	https://www.aliexpress.com/store/1101808614
16	JUN PAN Toys Speciality Store	https://www.aliexpress.com/store/1101993536
17	Large mouse pades Store	https://www.aliexpress.com/store/1101725767
18	RICCU fashion iphone case Store	https://www.aliexpress.com/store/1102313655
19	Ritnow Stickers Store	https://www.aliexpress.com/store/912217331
20	SanBro Store	https://www.aliexpress.com/store/1101873336
21	Shop1100219627 Store	https://www.aliexpress.com/store/1102012923
22	Shop1102304265 Store	https://www.aliexpress.com/store/1102301248
23	Shop1102410021 Store	https://www.aliexpress.com/store/1102409016
24	Shop5891769 Store	https://www.aliexpress.com/store/1101388495
25	SUXIANG01 Store	https://www.aliexpress.com/store/1102475123
26	ZWQHOT Store	https://www.aliexpress.com/store/1101704579
27	ZZONEKID Store	https://www.aliexpress.com/store/1101874269
28	DDB-Direct	https://www.amazon.com/sp?ie=UTF8&seller=A3FZ70032GM09C
29	DIYpainter Direct	https://www.amazon.com/sp?seller=A6NL6SVCHUZL8&
30	Haiker	https://www.amazon.com/sp?ie=UTF8&seller=A3L0AU0BNEPO0T

No.	Name	Seller URL
31	Haoxin Grocery Store	https://www.amazon.com/sp?ie=UTF8&seller=AMVDLZ4NWPXGK
32	Jevou	https://www.amazon.com/sp?ie=UTF8&seller=AA8X8TS4OYVAQ
33	Perostyle	https://www.amazon.com/sp?ie=UTF8&seller=A3C446YU82ZNLE
34	QISHANG	https://www.amazon.com/sp?ie=UTF8&seller=A3GRUXVDJ8QG6L
35	xiamenhaiyiyuemaoyi	https://www.amazon.com/sp?ie=UTF8&seller=A2MH54CBOPIFH1
36	xiangchengshipengyuanwangluoke jiyouxiangongsi	https://www.amazon.com/sp?ie=UTF8&seller=A3D9JWAASLK1LL
37	YANG XUE	https://www.amazon.com/sp?ie=UTF8&seller=A18MW1BYVM97AJ
38	abapeer	https://www.ebay.com/usr/abapeer
39	amigurumiperisii	https://www.etsy.com/shop/amigurumiperisii
40	BenshopAT	https://www.etsy.com/shop/BenshopAT
41	CreamiicandyShop	https://www.etsy.com/shop/CreamiicandyShop
42	DITUTTOUNPO	https://www.etsy.com/shop/DITUTTOUNPO
43	kawaiiigiftsUK	https://www.etsy.com/shop/kawaiiigiftsUK
44	LittlePomPomGifts	https://www.etsy.com/shop/LittlePomPomGifts
45	momankids	https://www.etsy.com/shop/momankids
46	PencilmaticDecals	https://www.etsy.com/shop/PencilmaticDecals
47	StarNooksShop	https://www.etsy.com/shop/StarNooksShop
48	SYSYCreationShop	https://www.etsy.com/shop/SYSYCreationShop
49	UkiukiStudio	https://www.etsy.com/shop/UkiukiStudio
50	casemiya	https://casemiya.com/
51	Dsport	https://www.onbuy.com/gb/shop/dsport/
52	FIRSTONE	https://www.qoo10.com/shop/4lu6gg2a9e7_SG_us
53	G Hirubhasti	https://www.redbubble.com/people/Hirubha/shop
54	MaruShrimp	https://www.redbubble.com/people/MaruShrimp/shop
55	richardcurry	https://www.redbubble.com/people/richardcurry/shop
56	Tutu lucky stickers	https://www temu.com/tutu-lucky-stickers-m-2422981234359.html
57	asdoklhq	https://www.walmart.com/seller/101133048
58	BYCZX	https://www.walmart.com/seller/101190323
59	CHGBMOK	https://www.walmart.com/seller/101174552
60	Dealovy Co.Ltd	https://www.walmart.com/seller/101192396
61	FengLS	https://www.walmart.com/seller/101137974
62	Haikou Huanghaiyan Technology Co. Ltd	https://www.walmart.com/seller/101277961
63	Joybuy	https://www.walmart.com/seller/18988
64	LONKITO	https://www.walmart.com/seller/101216531

No.	Name	Seller URL
65	Lovehome Electronics LLC.	https://www.walmart.com/seller/101095528
66	Mittory Company	https://www.walmart.com/seller/101129213
67	Naughtyhood	https://www.walmart.com/seller/101229957
68	Sentmoom	https://www.walmart.com/seller/101138936
69	shen zhen shi si mo shang mao you xian gong si	https://www.walmart.com/seller/101191281
70	shenzhenlvheshangmaoyouxiangon gsi	https://www.walmart.com/seller/101271691
71	SLD	https://www.walmart.com/seller/101195196
72	Tangyin Sengyining Network Technology Co. Ltd	https://www.walmart.com/seller/101297421
73	Thsue	https://www.walmart.com/seller/101199148
74	USSUMA	https://www.walmart.com/seller/101134097
75	ZKCCNUK	https://www.walmart.com/seller/101188524
76	adjoins household	https://www.wish.com/merchant/6028120014f98eeb13927796
77	Amazing China kk	https://wish.com/merchant/5ed49e45e469e0025ace9b5f
78	Ashley Grannell	https://www.wish.com/merchant/5ea0c15013546c205edb02f2
79	Behonest	https://wish.com/merchant/56ff7d08f591cf590d4efe46
80	Beijing Ding zhen Trading Co., Ltd.	https://www.wish.com/merchant/581eb0f996f2cc46adbb8d1a
81	bodhicitta tara	https://wish.com/merchant/563c97b978bc39378c6cce87
82	caishidi	https://wish.com/merchant/5a3bc5457b584e7041251b12
83	caotianlong0930	https://wish.com/merchant/5fbf452d42eeaf6f4868de13
84	chenyelin1123	https://wish.com/merchant/5f0d8b5af9ee87f8c56efa62
85	chrenlin	https://wish.com/merchant/5eddc96d5c316d2a1fbb6558
86	chuzhongkeji	https://wish.com/merchant/568e0223943b000372d74b4d
87	City Critters, Inc.	https://wish.com/merchant/601904233601976735b8ad14
88	cuizhenjiang4616	https://www.wish.com/merchant/60371665119664296a5c4cb4
89	Denise King	https://wish.com/merchant/5e86c86d8da5c26b407aa262
90	Donald Reed	https://wish.com/merchant/5eb4b4359f34260534c55a86
91	Dshu5576kpk	https://wish.com/merchant/60211eea480971dfc9c6d599
92	Fashion Talent Store	https://www.wish.com/merchant/5d58efd240defd60b1aca4d4
93	Georist	https://wish.com/merchant/58a1b5adc7751e4f740f550d
94	Gloeyrinby Clothes	https://wish.com/merchant/5f0bfd7ac67d18e34fb253b8
95	hanxiangsheng	https://wish.com/merchant/5e999587eda4689ab4beb44a
96	jiakexin473664	https://wish.com/merchant/5fc456e8e74ab332a219d9ce
97	Jinghestationery	https://wish.com/merchant/5ab9f9f297223326d33abca5
98	JKLOKKKO	https://wish.com/merchant/5ff53fb84647cc380e2c7cd7
99	JuliusAndrewCuNk	https://wish.com/merchant/5ea68f80e3501b0a327f7020

No.	Name	Seller URL
100	kanglongsheng4444	https://wish.com/merchant/5fc490791d01783ced57068a
101	lawyerobjk	https://wish.com/merchant/5ae2a52ba6bf7a404e469a69
102	Le jia flagship store	https://www.wish.com/merchant/5d50dbfd83889758c1e6a9a5
103	lifuzhou	https://wish.com/merchant/5a1f7709e650337ae304e06d
104	Psychedelic	https://wish.com/merchant/57e39ea24449682e140ade72
105	qayykkxru	https://wish.com/merchant/5f06c8a89265b62a02d9affb
106	qichuanhao77890	https://wish.com/merchant/5ffd30830d383a3a0759a6fb
107	qingyong5292	https://wish.com/merchant/60448d5b035a8305463d73fa
108	rich never sad	https://wish.com/merchant/60d8cdf35056fd0d25a94707
109	S6D6F6	https://wish.com/merchant/5e92f83f2522bc8102c76741
110	sunlimei5247	https://wish.com/merchant/6042e81b0f642a14da7a6df2
111	underrcai throwing	https://wish.com/merchant/602a8dcbfdb2c87acf1554d2
112	wangwei4804	https://www.wish.com/merchant/61149664f199bba8cbd35e80
113	xihuguojinmilan	https://wish.com/merchant/6086762893394744786b2b59
114	yangwenzeng Store	https://wish.com/merchant/5f61d48f6c4ed5b1d2fd3355
115	zeusgt	https://wish.com/merchant/5e3cbb3ab2079a0978082cec
116	zhouyoukui	https://wish.com/merchant/604447112d08b76f5ce0e896
117	Takara Tomy 1 Store	https://www.aliexpress.com/store/1101835743
118	wholesale Childrens Clothings Store	https://www.aliexpress.com/store/1101874269
119	OSKARSSON ANDERSSTEFAN	https://www.amazon.com/sp?ie=UTF8&seller=A314D3DDONDY9R
120	able kids official store	https://www.aliexpress.com/store/2407098
121	BigMac Store Store	https://www.aliexpress.com/store/5891769
122	JayZZ Store	https://www.aliexpress.com/store/5162014
123	Laumango Spin Exclusive Store	https://www.aliexpress.com/store/1102878836
124	Lytwtws Wholesale Store	https://www.aliexpress.com/store/1102043404
125	MiMi's Stationery Store	https://www.aliexpress.com/store/1101587103
126	Shop1100346595 Store	https://www.aliexpress.com/store/1102043404
127	Shop1102304524 Store	https://www.aliexpress.com/store/1102302520
128	Shop1102378260 Store	https://www.aliexpress.com/store/1102378261
129	Shop1102410023 Store	https://www.aliexpress.com/store/1102411014
130	Shop5779874 Store	https://www.aliexpress.com/store/1101388495
131	Shop5870900 Store	https://www.aliexpress.com/store/1101507186
132	Top Toy Flagship Store	https://www.aliexpress.com/store/613287
133	TT tops Store	https://www.aliexpress.com/store/1101323354
134	Xianfeng Stationary Store	https://www.aliexpress.com/store/1100511335
135	ZLZ Factory Store	https://www.aliexpress.com/store/1101954080
136	Cax store	https://www.amazon.com/sp?ie=UTF8&seller=A3UWOIV8FKW4HV

No.	Name	Seller URL
137	GYXRAT	https://www.amazon.com/sp?ie=UTF8&seller=A3T7P4NFPMB8F7
138	JEV US	https://www.amazon.com/sp?ie=UTF8&seller=A2CLC9DI03QFA8
139	XINHUAstore	https://www.amazon.com/sp?ie=UTF8&seller=AERZQQA2SW97B
140	XSTUS	https://www.amazon.com/sp?ie=UTF8&seller=APYNQP HV18JQA
141	everfancyclothes	https://www.ebay.com/sch/i.html?_ssn=everfancyclothes&store_name=fantasyclub
142	Peach	https://www.onbuy.com/gb/shop/peach/
143	Pet Mad Company	https://www.onbuy.com/gb/shop/pet-mad-company/
144	AVEN RABBIT is an Aven Rabbit	https://www temu.com/aven-rabbit-is-an-aven-rabbit-m-232554714557.html
145	Charm Sticker	https://www temu.com/charm-sticker-m-634418211566871.html
146	HE DAO	https://www temu.com/he-dao-m-4240974491.html
147	Kunpeng musical instrument	https://www temu.com/kunpeng-musical-instrument-m-3294787224779.html
148	Meet Chan	https://www temu.com/meet-chan-m-634418211613903.html
149	megoo	https://www temu.com/megoo-m-306157196717.html
150	Mockerii	https://www temu.com/mocker-m-634418210795334.html
151	chenyaqi3320	https://www.wish.com/merchant/5ea93f2b724e39ec5ab57d4c
152	jdkahsdiohao	https://wish.com/merchant/6056dad3ed8cb03446f0a1b
153	unvisioned1	https://www.wish.com/merchant/58dcb4425b306d2a127a69eb
154	YIwuDina	https://wish.com/merchant/59bf7ba68ee78d7d9f542cdd