

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

MILLENNIUM IP, INC. and
MILLENNIUM MEDIA, INC.,

Plaintiffs,

v.

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

Defendants.

Case No. 1:21-cv-01355

Judge Gary Feinerman

Magistrate Judge Susan E. Cox

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiffs, MILLENNIUM IP, INC. and MILLENNIUM MEDIA, INC.’s (“MILLENNIUM” or “Plaintiffs”), Motion for a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiffs’ 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, Plaintiffs have 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 Plaintiffs' works. *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 EXPENDABLES trademark and copyrights; Copyright Registration Nos. PA 1-703-039; PA 1-810-290; PAu 3-734-299 (collectively, the "EXPENDABLES works").

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

Specifically, MILLENNIUM has proved a *prima facie* case of trademark and copyright infringement because (1) the EXPENDABLES trademark is a distinctive mark, (2) Defendants are not licensed or authorized to use the EXPENDABLES trademark or make derivative works using MILLENNIUM's copyright, and (3) Defendants' use of the EXPENDABLES works is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with MILLENNIUM. Furthermore, Defendants' continued and unauthorized use of the EXPENDABLES works irreparably harms EXPENDABLES through diminished goodwill and brand confidence, damage to MILLENNIUM's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, MILLENNIUM 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, 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 EXPENDABLES works 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 EXPENDABLES product or not authorized by MILLENNIUM to be sold in connection with the EXPENDABLES works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine EXPENDABLES product or any other product produced by MILLENNIUM, that is not MILLENNIUM's or not produced under the authorization, control or supervision of MILLENNIUM and approved by MILLENNIUM for sale under the EXPENDABLES works;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of MILLENNIUM, or are sponsored by, approved by, or otherwise connected with EXPENDABLES;
 - d. further infringing the EXPENDABLES works and damaging MILLENNIUM's goodwill;
 - e. otherwise competing unfairly with MILLENNIUM 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 MILLENNIUM, nor authorized by MILLENNIUM to be sold or offered for sale, and which bear any of the EXPENDABLES works 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 EXPENDABLES 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 EXPENDABLES works or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine EXPENDABLES product or not authorized by MILLENNIUM to be sold in connection with the EXPENDABLES works.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to Amazon, (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within three (3) 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

EXPENDABLES works, 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 EXPENDABLES works; 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, Alipay, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within three (3) business days after receipt of such notice, provide to MILLENNIUM 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, employees, 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, employees, 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. Context Logic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), and Alipay US, Inc. and its entities (“Alipay”), shall, within three (3) 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 2 to the Declaration of Trevor Short; 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 three (3) 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 2 to the Declaration of Trevor Short; 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. MILLENNIUM 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 2 to the Declaration of Trevor Short 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 “490 and all other Defendants identified in 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 MILLENNIUM or on shorter notice as set by this Court.
9. The \$10,000 bond posted by MILLENNIUM shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: 4/14/2021



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	490
2	afdesx fashion store
3	An unexpected encounter
4	Beijing Ding zhen Trading Co., Ltd.
5	chenruifang758520
6	contextlill
7	FENZHENG0216
8	Funyouqu Youblocks
9	gandong fashion
10	hbbbw789
11	HongZhao Technology
12	htxhkjffbh
13	huangfeixiang556677
14	huangxiao66085
15	huhuijiashop
16	Humola Jiangnan sitomen
17	jinxiawuwan Friday
18	jkkgirl
19	lijing159357
20	Lilasa
21	linhuaneng fashion
22	Lucky phoenix mountain
23	LUJUNLING12336
24	LuoFei123123
25	Manche progran Sakeler
26	panliuming fashion
27	parmacist
28	qiangjia fashion
29	qoieubwuy
30	SHENGLANG9654
31	siyu160321
32	Supetac Tuansal Nenta lasto
33	TaggJewellery
34	tangxiaonan
35	tianye fashion
36	wangbaoruishop
37	wuqiuzengqian
38	YIJIN31
39	ZENGYING888
40	zhangchangping85635
41	zhangfang999
42	zhaoaiqing0808

43	ZHENGJIANKAI1
44	Zhoush Moling weisilen
45	zhoushiju211
46	A house cat
47	alone the
48	Aolosion
49	Arctic Star
50	ARTERSHOP-US
51	baiquanxianminghaobaihuoshangdian
52	BallZY
53	BYZSJYJZ
54	CalvinRuskin/PanJinJunChuangShangMaoCo,Ltd
55	cdhdjhf
56	Cedar toys
57	coconut6363
58	County Wushuchun Department
59	CrystalVoss
60	DDYJYLJH
61	DiGouMaoYi
62	Ding Lei3344
63	dongfang77
64	Dongjinban
65	DuoMay
66	Easy There
67	ESA-loving
68	Gphell
69	GYJDZB
70	HENGXIANGpro
71	Houm-US
72	HuangJL
73	Hurd-US
74	ICIRPA
75	JDQtees
76	JGCai
77	JinJing
78	Jnshchengon
79	julihuagong
80	kaioushangmao
81	klaju
82	Laurel Marcus
83	LeHuoXinXiYouXianGongSi
84	LGYJXGSY
85	li yu xing Official Store
86	liangbowan
87	Lirtyewer

88	LQtees
89	LSXWLKJJ
90	Lykusharako
91	Maikurixukay
92	Manlin
93	MeiXianFeiYanBaiHuoDian
94	METEEFUNNY
95	ming jiu shop
96	M-into
97	Miro Commerce
98	mnjghutuhofikf
99	nanjingfu
100	neimenke
101	Nguyen Minh Anhh
102	NingGuoShiDingShangDiaoDingJingYingBu
103	Nize store
104	PERIPATETIC
105	PrimePosters
106	QibInns39a
107	qixinzilibaihuodian
108	QUQIshop
109	RedSociety
110	rizhaoshidonggangquqinloujiedaomoyuanfushidian
111	Robert DTesta
112	rui fu tu fu shi Official Store
113	RUIHANGKEJI
114	samring
115	sdfdsl
116	sheng xing Official Store
117	shuyadedian
118	Soullightsaw
119	tong hua Official Store
120	WEIFENGDIAN
121	wenjiangquliyananbaihuodian
122	WenZhouShiLu ChengQuMiuLengBaiHuoDian
123	xianyouxianlaidianchenbinwenjujingyingbu
124	yangguxianshouzhangzhenweipingriyongbaihuodian
125	YaoStar
126	YinQuanShangMao
127	YJCHENG
128	YOSONUJIN
129	YSTWHCBCL
130	yuanlumaoyigongsi
131	yun feng Official Store
132	yun shi xin xi ke ji

133	Yuning419
134	zhanghuagongsi
135	ZheJiangHangShiDianQiYouXianGongSi
136	ZiMiMaoYi
137	ClearLove757 Store
138	GHH24 Store
139	hemiston Official Store
140	Hydro arts
141	kamida officc Store
142	MAIDANGDI Store
143	MaiYaCa Official Store
144	Marchtimee Trading Store
145	Shop4681132 Store
146	Shop4992121 Store
147	Shop4995438 Store
148	Shop5380242 Store
149	Shop5714155 Store
150	Shop5780803 Store
151	Shop5787404 Store
152	Shop5832057 Store
153	Shop5835218 Store
154	Shop5874833 Store
155	Shop5878472 Store
156	Shop5881581 Store
157	Shop900247034 Store
158	Shop910850016 Store
159	showker Store
160	Stmanya Store
161	VectorWear Store
162	Versaca Store
163	Wangquan Store
164	weijinghotsales44 Store
165	WIND TOTEM RoKi Store
166	Xin cheng Store
167	YAETEE Franchised Store