

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

THE HEBREW UNIVERSITY OF JERUSALEM,

PLAINTIFF,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No.: 1:21-cv-01443

JUDGE MANISH S. SHAH

FILED UNDER SEAL

SEALED TEMPORARY RESTRAINING ORDER

THIS CAUSE being before the Court on Plaintiff, The Hebrew University of Jerusalem's ("HUI" or "Plaintiff") *Ex Parte* Motion for Entry of a Temporary Restraining Order, including a temporary injunction, temporary asset restraint, expedited discovery, and electronic service of process, against the defendants identified on Schedule A to the Complaint (collectively, the "Defendants") and using at least the online marketplace accounts identified on Schedule A (the "Defendant Internet Stores" or "Seller Aliases"), and this Court having heard the evidence before it hereby GRANTS Plaintiff's *Ex Parte* Motion.

This Court further 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, by offering to sell and ship products into this Judicial District. 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 Einstein Trademarks, which are covered by Federally

Registered Trademarks, which have been filed under seal as Exhibit 1 to the Complaint (referred to as the “Einstein Trademarks”); and the Einstein Copyrights, which have been filed under seal as Exhibit 2 to the Complaint (referred to as the “Einstein Copyrights”).

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 Plaintiff has presented specific facts in the Declaration of Paul Varley, paragraphs 15-24, and the Declaration of Ann Marie Sullivan, paragraphs 5-9, 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 modify registration data and content, change hosts, redirect traffic to other websites in their control, and move any assets from accounts in U.S.-based financial institutions, including PayPal accounts, to off-shore accounts. *Id.*

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 Einstein 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 HUI product or not authorized by Plaintiff to be sold in connection with its Einstein Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine HUI product or any other product produced by Plaintiff, that is not Plaintiff's, and is

not produced under the authorization, control, or supervision of Plaintiff, and/or approved by Plaintiff for sale under Plaintiff's Einstein Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with HUI;
- d. further infringing Plaintiff's Einstein Trademarks and Einstein Copyrights;
- e. 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 Plaintiff's Einstein Trademarks and/or Copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof;
- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the online marketplace accounts, or any other domain name or Seller Alias account that is being used to sell, or is the means by which Defendants could continue to sell, Counterfeit HUI Products; and,
- g. operating and/or hosting websites at any other online marketplace or domain name registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's Einstein Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine HUI product or not authorized by Plaintiff to be sold in connection with Plaintiff's Einstein Trademarks.

- 2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube,

LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defendant domain names, and domain name registrars, 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 Einstein Trademarks, including any accounts associated with the Defendants listed on Schedule A; and
- 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 Einstein Trademarks.

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' websites at the online marketplace accounts or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as Alibaba, 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 domain name registrars (collectively, the "Third Party Providers") shall, within seven days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of documents and records in such person's or entity's possession or control sufficient to disclose:

- 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, the Defendants' other Seller Aliases and/or websites, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores and other Defendant websites;
 - c. Defendants' websites and/or any online marketplace accounts;
 - d. Any domain name registered by Defendants;
 - 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, PayPal, Alibaba, 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 and/or entities 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. PayPal, Inc. ("PayPal") shall, within five (5) 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 and related to Defendants, Defendants' online marketplace accounts or Defendants' websites, including, but not limited to, any PayPal accounts connected to and related to the information listed in Schedule A and the

email addresses associated with the Defendants that are identified by either Defendants or third parties;

b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

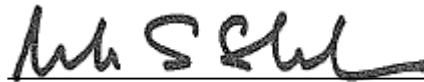
6. ALIPAY US, INC. ("ALIPAY"), Amazon Payments, Inc. ("Amazon"), ContextLogic, Inc. ("WISH"), Etsy, and eBay, Inc. ("eBay") (collectively, "Online Marketplaces"), and all other e-commerce platforms in privity with Defendants, and their respective related companies and affiliates, shall within five (5) business days of receipt of this Order:

- a. Identify and restrain all funds, as opposed to ongoing account activity, in, or which hereafter are transmitted, into the online marketplace accounts related to Defendants as identified on Schedule A, as well as all funds in, or which are transmitted, into (i) any other accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution account(s), any of the other accounts subject to this Order; and (iii) any other accounts tied to or used by any of the Seller Aliases identified on Schedule A;
- b. Provide Plaintiff's counsel with data sufficient to provide (i) an accounting of the total funds restrained and the identification of the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners until after those accounts are restrained; and,
- c. Prevent the transfer or surrender of any and all funds restrained by this Order for any purpose (other than pursuant to a chargeback made pursuant to the Online Marketplace's security interest in the funds) without the express authorization of this Court.

7. 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 five (5) business days of receipt of this Order:
 - a. Locate all accounts and funds connected to Defendants, Defendants' online marketplace accounts or Defendants' websites, including, but not limited to, any accounts connected to the information listed in Schedule A and the email addresses associated with the Defendants that are identified by either Defendants or third parties; 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.
8. 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 and by sending an e-mail to any e-mail addresses provided for Defendants by Defendants or any 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 “-SuperNova Store and all other Defendants identified in the 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.
9. Plaintiff's Amended Complaint, Exhibit 1 to the Complaint, Exhibit 2 to the Complaint, Schedule A to the Complaint, Motion for Temporary Restraining Order and its memorandum and supporting pleadings and exhibits, Motion for Electronic Service of

Process and its memorandum and supporting pleadings and exhibits, and this Order shall remain sealed until Defendants' financial accounts are restrained. Plaintiff shall request the Clerk to unseal all documents prior to the expiration of this Order.

10. Plaintiff shall deposit with the Court Ten Thousand Dollars (\$10,000.00), either cash, cashier's check (payable to Clerk, US District Court), or surety bond, as security, which amount was determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.
11. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.
12. This Temporary Restraining Order without notice is entered at 4:00 p.m. on March 18, 2021, and shall remain in effect for fourteen (14) days.



Manish S. Shah, U.S. District Judge

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

THE HEBREW UNIVERSITY OF JERUSALEM,

PLAINTIFF,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE A,

DEFENDANTS.

CASE No.: 1:21-cv-01443

FILED UNDER SEAL

SCHEDULE A

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	-SuperNova Store	www.aliexpress.com/store/911237107
2	AKTAS Store	www.aliexpress.com/store/911183011
3	Artryst Official Store	www.aliexpress.com/store/2943015
4	Chmaori Beautiful Footwear Store	www.aliexpress.com/store/2804201
5	Crazying Art Store	www.aliexpress.com/store/5783500
6	Enjoys Daily Life Store	www.aliexpress.com/store/900241345
7	Fandomya Store	www.aliexpress.com/store/910450184
8	Forhita Store	www.aliexpress.com/store/5729344
9	HdDRYoY Creativity Store	www.aliexpress.com/store/3861077
10	hediyesepeti Store	www.aliexpress.com/store/5363050
11	Hualangge Decorative Painting Store	www.aliexpress.com/store/910949050
12	Magic sky paintings Store	www.aliexpress.com/store/900235175
13	Morandi Store	www.aliexpress.com/store/910320092
14	MUG OUTLET Store	www.aliexpress.com/store/910747146
15	MY ART DECOR Store	www.aliexpress.com/store/910719085
16	nilart_word Store	www.aliexpress.com/store/910342078

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
17	NO one Fashion Wall Sticker	www.aliexpress.com/store/724638
18	retrovintageposter Store	www.aliexpress.com/store/910357178
19	Shop1225042 Store	www.aliexpress.com/store/1225042
20	Shop5876953 Store	www.aliexpress.com/store/5876953
21	Shop910547078 Store	www.aliexpress.com/store/910547078
22	Shop910713076 Store	www.aliexpress.com/store/910713076
23	Shop910957043 Store	www.aliexpress.com/store/910957043
24	Shop911038151 Store	www.aliexpress.com/store/911038151
25	Shop911051132 Store	www.aliexpress.com/store/911051132
26	Shop911123056 Store	www.aliexpress.com/store/911123056
27	Kilncc Officia Store	www.aliexpress.com/store/911192040
28	Shop911226067 Store	www.aliexpress.com/store/911226067
29	Shop911231166 Store	www.aliexpress.com/store/911231166
30	SocksConcept Store	www.aliexpress.com/store/5373248
31	USener Store	www.aliexpress.com/store/911139019
32	VADASTORE Store	www.aliexpress.com/store/5873569
33	Zopy45 Store	www.aliexpress.com/store/5831238
34	john_framesandgifts	https://www.bonanza.com/booths/bonzuser_gbyar
35	allgood	https://www.ebay.com/usr/allgood
36	adeli_boutique	https://www.ebay.com/usr/adeli_boutique
37	aknadi_26	https://www.ebay.com/usr/aknadi_26
38	artazarg0	https://www.ebay.com/usr/artazarg0
39	balaji_shopping	https://www.ebay.com/usr/balaji_shopping
40	bibleversewalldecals	https://www.ebay.com/usr/bibleversewalldecals
41	bulletca	https://www.ebay.com/usr/bulletca
42	deimena_0	https://www.ebay.com/usr/deimena_0
43	eka.store10	https://www.ebay.com/usr/eka.store10
44	elimo2019	https://www.ebay.com/usr/elimo2019
45	emmishc_0	https://www.ebay.com/usr/emmishc_0

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
46	eugenejack	https://www.ebay.com/usr/eugenejack
47	giftstreet_shop	https://www.ebay.com/usr/giftstreet_shop
48	johnframesandgifts	https://www.ebay.com/usr/johnframesandgifts
49	magnetic-a	https://www.ebay.com/usr/magnetic-a
50	maoweiba2008	https://www.ebay.com/usr/maoweiba2008
51	masuk_24	https://www.ebay.com/usr/masuk_24
52	occasion*store	https://www.ebay.com/usr/occasion*store
53	pauzha0	https://www.ebay.com/usr/pauzha0
54	pavemiti_0	https://www.ebay.com/usr/pavemiti_0
55	radanyaart	https://www.ebay.com/usr/radanyaart
56	rubens.norsar2018	https://www.ebay.com/usr/rubens.norsar2018
57	salvador.norsar2018	https://www.ebay.com/usr/salvador.norsar2018
58	shirt_happens_co	https://www.ebay.com/usr/shirt_happens_co
59	shop-shamy	https://www.ebay.com/usr/shop-shamy
60	sigma-deals325	https://www.ebay.com/usr/sigma-deals325
61	smart_buy_uk	https://www.ebay.com/usr/smart_buy_uk
62	stampjoyenterprise	https://www.ebay.com/usr/stampjoyenterprise
63	stampsruss	https://www.ebay.com/usr/stampsruss
64	top-art1980	https://www.ebay.com/usr/top-art1980
65	vincent.norsar2018	https://www.ebay.com/usr/vincent.norsar2018
66	xcqv086_22	https://www.ebay.com/usr/xcqv086_22
67	yanqi-au2014	https://www.ebay.com/usr/yanqi-au2014
68	AntonDecals	https://www.etsy.com/shop/AntonDecals
69	AppliqueDecals	https://www.etsy.com/shop/AppliqueDecals
70	ARMU66shop	https://www.etsy.com/shop/ARMU66shop
71	BabyILoveUDesigns	https://www.etsy.com/shop/BabyILoveUDesigns
72	BestBuyPrints	https://www.etsy.com/shop/BestBuyPrints
73	BorisDecorParty	https://www.etsy.com/shop/BorisDecorParty
74	CaseStudioByAnna	https://www.etsy.com/shop/CaseStudioByAnna

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
75	CozzzySpot	https://www.etsy.com/shop/CozzzySpot
76	DecordsTM	https://www.etsy.com/shop/DecordsTM
77	DecoupageMood	https://www.etsy.com/shop/DecoupageMood
78	DreadArtist	https://www.etsy.com/shop/DreadArtist
79	FairytaleDesignSkins	https://www.etsy.com/shop/FairytaleDesignSkins
80	FunkyCamel	https://www.etsy.com/shop/FunkyCamel
81	Handcraftpaintingkit	https://www.etsy.com/shop/Handcraftpaintingkit
82	HannaMilk	https://www.etsy.com/shop/HannaMilk
83	HASHTAGTHREADS	https://www.etsy.com/shop/HASHTAGTHREADS
84	HomeGreenDecor	https://www.etsy.com/shop/HomeGreenDecor
85	Hrtrendsstore	https://www.etsy.com/shop/Hrtrendsstore
86	HuiXinPainting	https://www.etsy.com/shop/HuiXinPainting
87	KavunCrafts	https://www.etsy.com/shop/KavunCrafts
88	LuckyCanvasArt	https://www.etsy.com/shop/LuckyCanvasArt
89	MimyArtStudio	https://www.etsy.com/shop/MimyArtStudio
90	MrSciScienceFactory	https://www.etsy.com/shop/MrSciScienceFactory
91	OliPrint	https://www.etsy.com/shop/OliPrint
92	PixartStore	https://www.etsy.com/shop/PixartStore
93	PrintApp	https://www.etsy.com/shop/PrintApp
94	PsychedelicDesign	https://www.etsy.com/shop/PsychedelicDesign
95	sanatifactory	https://www.etsy.com/shop/sanatifactory
96	SilkyBrush	https://www.etsy.com/shop/SilkyBrush
97	yuyuwawu	https://www.etsy.com/shop/sinstuff
98	sosenco	https://www.etsy.com/shop/sosenco
99	StickerDecalSkins	https://www.etsy.com/shop/StickerDecalSkins
100	TasteOfRussia	https://www.etsy.com/shop/TasteOfRussia
101	TemperaArtDesign	https://www.etsy.com/shop/TemperaArtDesign
102	WowBowTies	https://www.etsy.com/shop/WowBowTies