

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

MILLENNIUM IP, INC.,)	
)	
Plaintiff,)	
)	Case No. 21-cv-02037
v.)	Judge John Robert Blakey
)	
THE PARTNERSHIPS AND)	
UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE “A,”)	
)	
Defendants.)	

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 [22], and this Court having considered 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 Online 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* [12], which includes screenshot evidence confirming that each Defendant Online 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 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 copyright infringement because (1) Plaintiffs are the owner of the EXPENDABLES Works, (2) Defendants are not licensed or authorized to 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 Plaintiffs 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. 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;
- f. 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
- g. operating and/or hosting websites 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 ten (10) 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 ten (10) 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 Stores 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”) and Amazon Payments, Inc. (“Amazon”) shall, within ten (10) 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 and Amazon 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 ten (10) 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 “9801 6759 75 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. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiffs’ Schedule A attached to the Complaint, which includes a list of the Defendant Online Marketplace Accounts; and (2) screenshot printouts showing the active Defendant Online Stores (Exhibit 2 to the Declaration of Trevor Short)
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three (3) days’ notice to MILLENNIUM or on shorter notice as set by this Court.
10. 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.

Date: May 18, 2021

ENTERED:


John Robert Blakey
United States District Judge

Case No. 21-cv-02037

SCHEDULE A

No.	Defendants
1	9801 6759 75
2	AlidaStore
3	Blueaid
4	caoying3502
5	Chott and Jay Sukow
6	Emprender hoy
7	gexuzong33258
8	Globeworks
9	Keri Maletto on HSN
10	Knorbrand
11	lishun123
12	Lum Phi Ni Wear
13	lvyingying153
14	Maestro League
15	meigui8650
16	Melody Jungle
17	Miaoxiaoying288
18	midnightdisplay
19	molili61018
20	PathumWan-Wear
21	Puppy World Boutique
22	RioLeigh Beauty
23	Serita Whittington
24	shenzhennika
25	tianbinbin
26	Timothy Norris
27	tsubiz
28	Tunable
29	Vaxi
30	yanzhilong2580
31	zhaolili789789
32	zhouyifei 55201
33	achujuyou
34	BaiFaTianXinSui
35	CaiFaXianXiaoZheKuZuiTong
36	changzhishifujiguangshangmaoyouxiangongsi
37	chenbiqingshop
38	chengduqingyangquronghuanlaishangmaoyouxiangongsi
39	chunnji
40	cuohoumaoyi

41	DoIt
42	Douyinhuliacy
43	dsajksa
44	Easter Shirts
45	Enid Winifred
46	er5tdrgujr6yik
47	fuzhoushicangshanquzhengtingdianqidian
48	fuzhoushidongxiangquzhipengxibingwu
49	GRSM123
50	gshanhuagongkejiyou
51	GSSMAAJH
52	guangzhoutaifujiudianguanliyouxiangongsi
53	guangzhouzhibangshengwukeyiyouxiangongsi
54	GulCean-US
55	HAPYMINUS
56	HCBXNM
57	HDTCVNS
58	hezewangrushangmao youxiangongsi
59	HuoNingYu-TongChuanShiYaoZhouQuNingYuBaiHuoDian
60	Ine Ive
61	Jemant
62	Jin Cheng Shi Shi Tuo
63	junwakk
64	kemimaoyigongsi
65	kxyzwi
66	LALAL
67	lamaiy kai
68	Lessthan
69	leyir canvas art
70	LGUYET
71	LILIANG
72	linanyangqin
73	linanzhensu
74	Ling Lam Health Development Limited.
75	Linpinjie
76	linxunzhenshangdian
77	linzhongweishop
78	lixuifanshangdian
79	LJSMQJL
80	ma jianbiao's
81	NiceTry
82	qingbaijiangpuyingtianyu fuzhuangdian
83	QingShanQuChenYuJiaJuYongPinDian
84	qingyangquhanwei yushangmaoyouxiangongsi
85	Rongjielongjiancai

86	Sanglin Trading Co., Ttd.
87	Shangpin Art Painting
88	shangshangmaobu
89	shenyangshengchiyiliaoxitongyouxiangongsi
90	Shenzhen Juyingmei E-commerce Co., Ltd.
91	shenzhenshiahongouwuyefuwuyouxiangongsi
92	Sidit Bankpit
93	Singiha
94	SIZEPENG336699
95	smzhao
96	SuAiHuaArt
97	SungArt
98	sunshine129 store
99	TheBikerMetal
100	thesidss
101	TianJinChuangYiJianZhuGongChengYouXianGongSi
102	Tios Artstore
103	TRACT DOMAIN BIORECHNOLOGY LIMITED
104	WOLFA
105	wulingquduoduobaihuochaoshi
106	xianyouxianbangtouzhenyifengxuanguodianjiajuchang
107	XIAZHIHUA
108	xixianxinqufengdongxinchenggaojianlubaihuodian
109	YanJiaHui-TongChuanShiYaoZhouQuJiaHuiBaiHuoDian
110	yexianghuayidian
111	YINUOCICI-2
112	yiwushixinchumaoyiyouxiangongsi
113	Ykaolenbonmi
114	YKY-ART
115	youlaiyouwangbianlidian
116	Yuotry
117	zxqart
118	ZZMMUW Official Store 01
119	林秋读