

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

ZURU (SINGAPORE) PTE, LTD;
ZURU INC.

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE
A HERETO, et al.,

Defendants.

Case No. 21-cv-2841

Judge Jorge L. Alonso

SEALED TEMPORARY RESTRAINING ORDER

Plaintiff Zuru (Singapore) PTE LTD and Zuru Inc. (“Zuru”) 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 Zuru’s 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, Zuru 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.

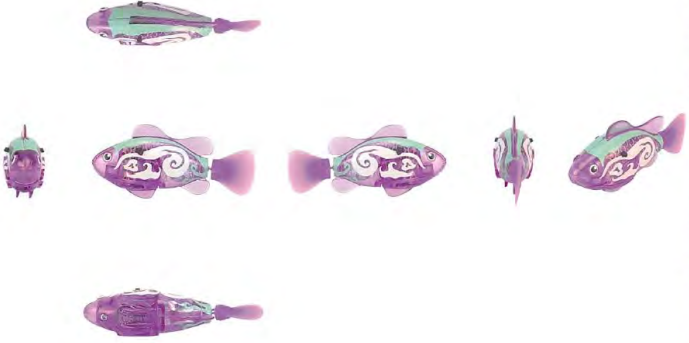
States, including Illinois, and have sold products using infringing and counterfeit versions of Zuru's federally registered trademarks (the "ROBO FISH Trademarks") and Zuru's federally registered copyrights (the "ROBO FISH Copyrights") to residents of Illinois.

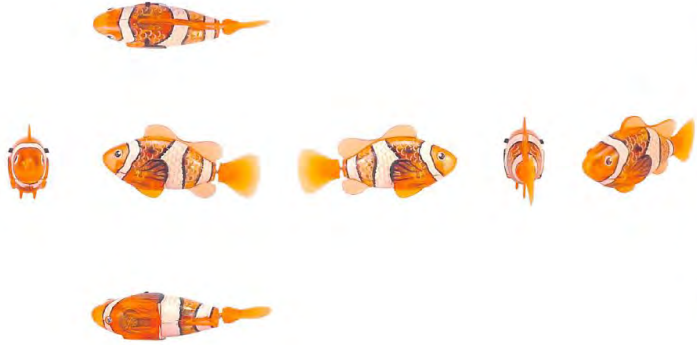
The Court also finds that Zuru has shown (1) a reasonable likelihood of success on the merits, (2) no adequate remedy at law exists, (3) Zuru will suffer irreparable harm without injunctive relief, (4) the irreparable harm suffered without injunctive relief outweighs the irreparable harm defendant will suffer if the injunction is granted, and (5) the injunction will not harm the public interest. In this case, Zuru 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 ROBO FISH Trademarks and ROBO FISH Copyrights. *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 ROBO FISH trademarks and ROBO FISH Copyrights.

A list of the Zuru Trademarks is included in the below chart.

REGISTRATION NUMBER	REGISTERED TRADEMARK	INTERNATIONAL CLASSES
4,440,702	ROBO FISH	For: toys, games, and playthings, namely, electric action toys, battery operated action toys, R/C creatures, R/C aquatic toys, R/C vehicles and craft, toy R/C/ figures, in class 28
5,294,215	ROBO ALIVE	Class 28: toys, games and playthings, namely, electronic action toys; electronic action water toys; battery operated action toys; battery operated action water toys; remote controlled toys, namely, remote controlled electronic action toys, remote controlled electronic aquatic toys; radio-controlled toys, namely, radio controlled electronic action toys, radio controlled electronic aquatic toys; electronic toys, namely, electronic action toys; toy creatures, namely, toy animals; electronic toy animals and creatures, namely, toy animals.

A list of the Zuru Copyrights is included in the below chart

REGISTRATION NUMBER	TITLE OF WORK	IMAGES
VA-2-249-214	ROBOFISH PURPLE	 <p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">Case: 1:21-cv-02841 Document #: 3-4 Filed: 08/26/21 Page 2 of 4 PageID #:143</p>

<p>VA 2-248-953</p>	<p>ROBOFISH ORANGE</p>	 <p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">Case: 1:21-cv-02841 Document #: 9-4 Filed: 05/26/21 Page 4 of 4 PageID #:145</p>
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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 Zuru has presented specific facts in the Declaration of Stephen Drysdale, Anna Katharina Reiter, and James L. Thompson 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 ROBO FISH Trademarks or ROBO FISH 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 ROBO FISH product or not authorized by Zuru to be sold in connection with the ROBO FISH Trademarks or ROBO FISH Copyrights;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine ROBO FISH product or any other product produced by Zuru, that is not Zuru's or not produced under the authorization, control, or supervision of Zuru and approved by Zuru for sale under the ROBO FISH Trademarks or ROBO FISH Copyrights;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Zuru, or are sponsored by, approved by, or otherwise connected with Zuru; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, or returning, in any manner, products or inventory not manufactured by or for Zuru, nor authorized by Zuru to be sold or offered for sale, and which bear any ROBO FISH trademarks, including the ROBO FISH Trademarks and ROBO FISH 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. Zuru 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, 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., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, 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 Zuru'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, online marketplace platforms (such as Amazon and Alibaba), Facebook, internet service providers, web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including PayPal, Western Union, Context Logic Inc, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Zuru 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, Western Union, Context Logic Inc., or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
6. Upon Zuru'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 ROBO FISH Trademarks or ROBO FISH Copyrights.
 7. Any Third-Party Providers 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, the e-mail addresses identified in Exhibit 1 to the Declaration of Anna Katharina Reiter, 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. Zuru 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 to the e-mail addresses identified in Exhibit 1 to the Declaration of Anna Katharina Reiter 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 "THE INDIVIDUALS, CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE A HERETO" 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. Zuru must provide notice to Defendants of any motion for preliminary injunction as required by Rule 65(a)(1).

10. Schedule A to the Complaint [10], Exhibit 1 to the Declaration of Anna Katharina Reiter [11], and this Order shall remain sealed until further order by this Court or until the Order expires, whichever occurs earlier. The Court directs the Clerk of the Court to strike Zuru's proposed preliminary injunction order [12] from the docket.
11. Within seven (7) calendar days of entry of this Order, Zuru shall deposit with the Court \$10,000, either 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 at 9:30 A.M. on this 10th day of August 2021 and shall remain in effect for fourteen (14) calendar days.



Jorge L. Alonso
United States District Judge

Schedule A

No.	Defendant Name/Alias
1	coaste
2	Covcow
3	Futran
4	lesham.
5	LILYLAC
6	Matiers
7	Meloddi
8	Oraone
9	seloby
10	whoopizz
11	AirBlade
12	ajzdnzvr
13	Amapower
14	Amazingsmile
15	Anhui Omeidon Import And Export Co., Ltd.
16	BaoST
17	Braceus
18	Butterfles
19	Carevision
20	Changsha OX Arts & Crafts Co., Ltd
21	Dreamingtrue
22	FidgetKool
23	Goldenfox
24	GonPi
25	Isali
26	J&M squishy gift store
27	LeeMc Store
28	Lowis
29	Shenzhen Hobbywin Technology Co., Ltd.
30	Shenzhen Linbova Technology Co., Ltd.
31	Toyloko Toys
32	uytdutr
33	Wang Xinyuan clothing limited liability company
34	Xiamen Tudan Electronic Commerce Co., Ltd.
35	Yiwu Tucheng Outdoor Products Co., Ltd.

No.	Online Marketplaces
1	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=ATREYI NV0UYQ1&sshmPath=
2	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A3L31YX Q0ZOY6H&sshmPath=
3	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=AXAMD7 2SS89R4&sshmPath=
4	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A2MCJU HWF1PT6Y&sshmPath=
5	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=AP17TYB OPH3XX&sshmPath=
6	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A2MP8A YVAT02OM&sshmPath=
7	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=AL2RTV FBHW48Z&sshmPath= Case: 1:21-cv-02841 Document #: 10 *SEALED* Filed: 05/26/21 Page 2 of 4 PageID #:454 No. Defendants Online Marketplace
8	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A15UDL WNIHYSQH&sshmPath=
9	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A1UFS8I W5IACUF&sshmPath=
10	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=APK90G6 OLUJIU&sshmPath=
11	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A1805HB81NQA10&tab=&vasStoreID=
12	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A2UK3VRPITT4EL&tab=&vasStoreID=
13	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A3MYUFWBQ82I38&tab=&vasStoreID=
14	https://www.amazon.com/gp/aag/main/ref=olp_merch_name_1/140-0188055-1432566?seller=A3TQCPG1O3DC0P
15	https://omeidon.en.alibaba.com/

No.	Online Marketplaces
16	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=AM1FSW3TOQNPS&sshmPath=
17	https://www.amazon.com/gp/help/seller/at-aglance.html/ref=dp_merchant_link?seller=A872MBWLQH0ZV
18	https://www.amazon.com/gp/aag/main/ref=olp_merch_name_1/135-9937071-6835313?ie=UTF8&asin=B07D79M22R&isAmazonFulfilled=0&seller=AW501HX6IFSMA
19	https://www.amazon.com/gp/help/seller/at-aglance.html/ref=dp_merchant_link?amp;seller=A8JYTSPJ3ARNI
20	https://oxgiftss.en.alibaba.com/
21	https://www.amazon.com/sp?_encoding=UTF8&asin=B07F672DY9&isAmazonFulfilled=0&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A6RMYQZYT N8FT&tab=&vasStoreID=
22	https://www.amazon.com/gp/help/seller/at-aglance.html/ref=dp_merchant_link?amp;seller=ALZWTSORDKHD5
23	https://www.amazon.com/gp/help/seller/at-aglance.html/ref=dp_merchant_link?seller=A3MFEHSX4EE83C
24	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A2VPKYL6I2CY84&tab=&vasStoreID=
25	https://www.amazon.com/gp/aag/main/ref=olp_merch_name_1/135-6694281-4433466?ie=UTF8&asin=B07HL52CHT&isAmazonFulfilled=0&seller=A3MD210BL M3EZ4
26	https://www.amazon.com/gp/aag/main/ref=olp_merch_name_1/143-0836560-4472451?ie=UTF8&asin=B07H8JY5BQ&isAmazonFulfilled=0&seller=A1WPSU1SC RFXQN
27	https://www.amazon.com/gp/aag/main/ref=olp_merch_name_1/136-1398229-3148146?seller=A222YXH56SN56O
28	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A9K9N2Z2F6L8H&tab=&vasStoreID=
29	https://hobbywin.en.alibaba.com/
30	https://lingbohui.en.made-in-china.com/
31	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=AI1Q08UNZGHF2&tab=&vasStoreID=
32	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A3N9WKW9Q8J4K3&tab=&vasStoreID=
33	https://www.amazon.com/gp/aag/main/ref=olp_merch_name_1/143-3246711-7746516?amp;seller=A1JXYKTIJUTN4W
34	https://xmtudan.en.alibaba.com/

No.	Online Marketplaces
35	https://yiwutucheng.en.alibaba.com/