

**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. 1:20-cv-03798

Judge Martha M. Pacold

Magistrate Judge M. David Weisman

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 Store 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, 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 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, 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, 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, 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, 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. eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Context Logic, Inc. ("WISH"), Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. and its entities ("Alipay") and Huguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY ("DHGate"), 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 eBay, PayPal, WISH, Amazon, Alipay and DHGate 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 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: August 6, 2020



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	2011wanglov
2	sogostore686
3	2ccm06
4	5VVPPC
5	niceVIP
6	surprise ping
7	YIJIN01
8	YIJIN03
9	YIJIN07
10	YIJIN10
11	JAE WYTLM
12	Good Funny Tshirt Store
13	la fei Store
14	ou ya Store
15	ZHANGXIAOXIAO Store
16	Shop5295001 Store
17	Shop5419301 Store
18	Shop5481031 Store
19	Shop5384066 Store
20	Shop5483049 Store
21	Shop5714062 Store
22	Shop5715050 Store
23	ALISISTER Official Store
24	FASTSHIPPING STORE Store
25	Shop5260079 Store
26	shoptogether Store
27	GGM04 Store
28	GHH08 Store
29	Shop5585131 Store
30	t-shirt15 Store
31	t-shirt17 Store
32	Shop5249235 Store
33	Shop5480073 Store
34	xin tian di Store
35	dan k Store
36	LAI FEI Store
37	yang guo Store

38	amesion50
39	amesion57
40	jie18
41	lijian038
42	peng04
43	thestudi
44	amesion64
45	amesion68
46	amesion96
47	integrity067
48	wholesaletshirts47
49	Suroise
50	Papastees
51	shirts365
52	Editop
53	zionsgate
54	lijian72
55	restdaystore
56	amesion2408
57	amesion2501
58	amesion51
59	amesion65
60	amesion86
61	hvrley
62	liguo0058
63	lijian04
64	lijian81
65	Yuppos
66	Awesometee
67	beidhgate07
68	linnan00002
69	mycarperformance
70	yubin11
71	szphone88
72	yunwa03
73	amesion67
74	cooltees
75	crazylikeafawkes
76	Goldshop76
77	mrsaszka

78	perfecttshirts34
79	shirtsthatrock
80	tshirtee
81	uniquedesigntee
82	yubin5
83	yubin6
84	amesion2509
85	amesion32
86	amesion99
87	bstdhgate07
88	linnan0006
89	caisemao02
90	gali7
91	exigarunabout
92	setsurenka
93	cahyadeni
94	dessratnasar-0
95	feryant6
96	kun-4636
97	renidrawati
98	Anime Gam
99	Aomanhepj
100	BAILEY DALE
101	HuiZhong
102	Ida Baconan
103	IxiaDHJ
104	Kitty Elsie
105	NeeioDeep
106	RSHSJCZZY
107	Singleman
108	Zorro Town
109	365shop Store
110	3D Original Design Store Store
111	AB04 Store
112	ABC1 Store
113	AllClothes Store
114	cosplay nana
115	Darshion Funny Store
116	Darshion Modish Store
117	Darshion Trendy Me Store

118	Darshion Trendy Store
119	Dream99 Store
120	Dreamland of Beauty
121	Eanvog OfficialFlagship Store
122	Guangzhou Eagle Star Garment Co., Ltd.
123	Guldan Store
124	hai ko Store
125	Handsome man Store
126	IYUNYI-3 Store
127	Linxia trading co. LTD Store
128	MENEN Store
129	Moprinto Store
130	Ningbo Colorful Pool International Trading Co., Ltd.
131	Outdoor Cycling World Store
132	POP UP Store
133	Quality Men's Clothes Store
134	Riding Cycling World Store
135	SAILEROAD Men Women Clothes Store
136	Shop4652094 Store
137	Shop5119039 Store
138	Shop5139018 Store
139	Shop5251068 Store
140	Shop5251149 Store
141	Shop5255051 Store
142	Shop5273002 Store
143	Shop5284021 Store
144	Shop5362062 Store
145	Shop5373074 Store
146	Shop5381077 Store
147	Shop5382173 Store
148	Shop5384064 Store
149	Shop5426162 Store
150	Shop5439098 Store
151	Shop5494227 Store
152	Shop5567192 Store
153	Shop5654030 Store
154	Shop5667030 Store
155	Shop5704169 Store
156	Shop5718004 Store
157	Shop5724019 Store

158	Shop5784743 Store
159	Skull print Store
160	Tim into the men Store
161	UFOBIKE Official Store
162	Valentina Store
163	weimostar Official Store
164	xiang gang Store
165	xiao xua mao yi gon si Store
166	xinzechen Store
167	Yiyihome Store
168	Angeltshirt
169	ansmile
170	artmuz88
171	baishi9
172	bikeshirt
173	chanelteeshirt
174	cls6688522
175	cruisemantees
176	designtshirt
177	Dhga01
178	dhivanka
179	dredcup
180	Fivecup
181	Funnywork
182	futuretshirts
183	hairstyrish
184	Heheda4
185	jingyan004
186	Lukehappy11
187	lvtee
188	merrylady
189	peaceg
190	shirtcup
191	Shitan7
192	Topmoncler81
193	Tpx shirt
194	Tshirhutzone
195	udihakik
196	Yiping0033
197	yohistore

198	yuxin0010
199	Desxz Factory Store
200	Shop5073381 Store
201	OCHGEP ST Store
202	OCHGEP Store
203	Shop5031186 Store
204	Shop5681008 Store
205	chenyafei098
206	Macho Chan's store
207	meimeiyichu
208	Raojianwang
209	shihang fashion
210	Alice's shop
211	Central Digital Store
212	ClearLove7587 Store
213	Desxz Smartwatch Store
214	FashionCases Store
215	GMCASE Store
216	heroicase Official Store
217	HF10Case Store
218	ilante3 Store
219	KCRTEK LOVECASE Store
220	LIBAI Store
221	mellygirl Store
222	Million kilometers mobile phone bag Store
223	Mobile phone accessories factory shop Store
224	phone bags or phone casses Store
225	phone cases Digital shop Store
226	Shop4510043 Store
227	Shop4587005 Store
228	Shop4649030 Store
229	Shop4661204 Store
230	Shop4710135 Store
231	Shop5004085 Store
232	Shop5028132 Store
233	Shop5042032 Store
234	Shop5053322 Store
235	Shop5076365 Store
236	Shop5138011 Store
237	Shop5139027 Store

238	Shop5144021 Store
239	Shop5145036 Store
240	Shop5147021 Store
241	Shop5148011 Store
242	Shop5155045 Store
243	Shop5160032 Store
244	Shop5160048 Store
245	Shop5160053 Store
246	Shop5160056 Store
247	Shop5161028 Store
248	Shop5244194 Store
249	Shop5324015 Store
250	Shop5361051 Store
251	Shop5370107 Store
252	Shop5372132 Store
253	Shop5383052 Store
254	Shop5421307 Store
255	Shop5433152 Store
256	Shop5435188 Store
257	Shop5435221 Store
258	Shop5441246 Store
259	Shop5482056 Store
260	Shop5484074 Store
261	Shop5615110 Store
262	Shop5735230 Store
263	Shop5798169 Store
264	Shop5832039 Store
265	Smiler Accessory Store
266	THE END AwesomeCase Store
267	Weiss Store
268	Weldone Store
269	yonghotsales45 Store
270	agogogo
271	factory_top
272	shuiyan168
273	hotstone88
274	nfn97
275	raysen007
276	Ringsseller
277	Dongguan Hy-Max Metal & Plastic Products Co., Ltd.

278	Guangzhou Ai Bei Lei Fu Jewelry Design Co., Ltd.
279	Pingyang Shuanghua Metal Products Co., Ltd.
280	Shenzhen Kingguand Nameplate Co., Ltd.
281	Yiwu Baishu Trade Co., Ltd.
282	Yiwu Shangjie Jewelry Co., Ltd.
283	gemjewelry18k
284	quarkinfocom
285	siamjewelry14
286	taomujian520
287	yeesan2012
288	Beautiful good friend
289	Yuxin shop
290	DUDEEXA
291	Angelwing accessories
292	Calmtree Store
293	Endless Friendship Official Store
294	Eyeyoyo Men Store
295	FancyClub Store
296	Guo' Store
297	hiphop necklace wholeslae
298	Jewels Trend Store
299	JOINBEAUTY Official Store
300	JWEIJIAO Official Store
301	LFLGOGHM Store
302	Mato Unique Jewellery Store
303	Shenzhen F.s.c. Technology Ltd.
304	Shop326312 Store
305	Shop3656064 Store
306	Shop3722008 Store
307	Shop5130021 Store
308	TAFREE Jewels Store
309	The shop diy
310	timmilayar Store
311	Worthbeauty Store
312	Yiwu Daicy Jewelry Co., Ltd.
313	chinajewelry168
314	dhcomcn
315	pypmqt
316	q409927835
317	Qualitywatch

318	vipstores
319	yangjingguo
320	zhaozhengwei
321	zuoxiaosui217022
322	EBMOTOR
323	EBMOTOR Store
324	Karthus Store
325	jinzhong
326	baibuju7
327	beasy113
328	caojue
329	eugenel
330	hirame
331	stylinghair
332	answer0297
333	senmaulan4
334	starmerss_101
335	beautifulcars Store
336	BeautyBigbang Volume Dealer Store
337	Dreamers Makeup Store
338	earlfamily A6 Store
339	LuLu Stickers Store
340	Nasus Store
341	old friends
342	Personal tool supplies Store
343	Prettify Store
344	Rocooart Fashion (Min. Order 0.7 USD)
345	Saner Lian Tattoo & Nail Store
346	Shop4433151 Store
347	Shop5598009 Store
348	Tattrendy Official Store
349	Vander Beautys Store
350	Vivan Store
351	everyonemore
352	grega
353	dhey wang
354	zipgmail0
355	Gu's Log Cabin Store
356	Terry's Lucky Gift Store
357	gzz198301121

358	Xmqh2017
359	123oknin
360	rinf-8
361	xmqh2017 6
362	Excellence Trading
363	goodtime123
364	Janis hair
365	rory's store
366	ARTBACK HomeSweetHome Store
367	custom product
368	Dollars Decor Store
369	FOOCAME Official Store
370	Gagagallery
371	Laeacco Surprise Decor Store
372	MHD 5D DIY Diamond Painting Store
373	miling 666 Store
374	Perfect JL xiaoyu Store
375	Shop3217048 Store
376	So Yeah Store
377	Wall decor art Store
378	WXDUUZ Aimee Store
379	YANI Poster Store
380	Yanqui Decor Store
381	ddartoilpainting
382	Jonemark2014
383	Kittyfang
384	mjygrffr
385	WWW YEZI
386	Colourful School Bag Store
387	Good School Bag Store
388	Shop5056258 Store
389	YiZu Fashion Store
390	noppmun0
391	pratke-0
392	siwchi0
393	jibukexo
394	thanlong 0
395	agann-9607
396	Milsleep Store
397	Thumbbedding Store

398	TM Homie Store
399	CAONIBA Store
400	DK world life Store
401	EnjoyingLife Store
402	origo 777 Store
403	jutange 7
404	ressrizk 0
405	hansahouse
406	promptzupp
407	liweidamaoyiyouxiangongsi
408	ELIBEZA
409	YICHIBAOEL
410	Susie Josh
411	Addisonllis
412	Seandsf2
413	ZPpring
414	Mavos trading co. LTD
415	YanTeng Inc
416	Shenzhen TopTab Technology Co.,Ltd
417	Jackie's Wholesale Store
418	JWEIJIAO Beautygirl Store
419	MRGBEST Global Store
420	MTT Official Store
421	Shop5013030 Store
422	Hot-Oscar Home
423	WEYOUNG BAG Store
424	Give me a Call Store
425	Samincom Official Store
426	Shen Store
427	esaleschina
428	a111111111
429	jmyy