

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

THOSE CHARACTERS FROM CLEVELAND,
LLC.,

Plaintiff,

v.

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

Defendants.

Case No. 20-cv-04988

Judge John F. Kness

SEALED TEMPORARY RESTRAINING ORDER

THIS CAUSE being before the Court on Plaintiff's *Ex Parte* Motion for Entry of a Temporary Restraining Order, including a Temporary Injunction, a Temporary Transfer of the Defendant Domain Names, a Temporary Asset Restraint, Expedited Discovery, and Service of Process by Email and/or Electronic Publication (the "Ex Parte Motion") against the defendants identified on Schedule A to the Complaint and attached hereto (collectively, the "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 Marketplace Accounts"), and the Court, having heard the evidence before it, GRANTS Plaintiff's *Ex Parte* Motion in its entirety.

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, 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 U.S. Trademark Registration Nos. 4,7875,19; 5,8749,43; 3,336,078; 4,602,800; 1,270,509; 1,773,296; 3,767,824; 1,773,296; 1,294,343 and 1,780,477 and U.S. Copyright Reg. Nos. VA 1-824-810 and VA 1-982-408 (referenced below).

<https://www.carebears.com/>



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 Sean Gorman and the Declaration of Michael A. Hierl 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 eBay, PayPal, Amazon and DHgate accounts, to offshore

accounts. As other courts have recognized, proceedings against those who deliberately traffic in counterfeit merchandise are often useless if notice is given to the adverse party. 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 Plaintiff's CARE BEARS Trademarks and Copyrights 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 products that are not a genuine CARE BEARS products or not authorized by Plaintiff to be sold in connection with Plaintiff's CARE BEARS Trademarks and Copyrights;

b. passing off, inducing, or enabling others to sell or pass off any products as a genuine CARE BEARS products or any other products produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's CARE BEARS Trademarks and/or Copyrights;

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 Plaintiff;

d. further infringing Plaintiff's CARE BEARS Trademarks and Copyrights and damaging Plaintiff's goodwill;

e. otherwise competing unfairly with Plaintiff 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's CARE BEARS Trademarks and/or Copyrights 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, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit CARE BEARS products; and

h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's CARE BEARS Trademarks and/or Copyrights and any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine CARE BEARS products or not authorized by Plaintiff to be sold in connection with Plaintiff's CARE BEARS Trademarks and Copyrights.

2. Each Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate (c) their financial accounts, including all eBay, PayPal, Amazon and DHgate accounts, and (d) the steps taken by each Defendant to comply with paragraph 1, a through h, above.

3. The domain name registries for the Defendant Domain Names, including, but not Limited to, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, within five (5) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall, at Plaintiff's choosing:

a. unlock and change the registrar of record for the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or

b. disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

4. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as iOffer, eBay, PayPal, Amazon and DHgate. and any related entities, 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 five (5) 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 CARE BEARS Trademarks and Copyrights, 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 CARE BEARS Trademarks and Copyrights; and

c. take all steps necessary to prevent links to the Defendant Domain Names identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.

5. 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

Defendant Domain Names or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as iOffer and 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, Amazon, DHgate, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the “Third Party Providers”) shall, within ten (10) business days after receipt of such notice, provide to Plaintiff 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, the Defendant Domain Names, and Defendants’ financial accounts, as well as providing a full accounting of Defendants’ sales and listing history related to their respective Online Marketplace Accounts and Defendant Domain Names;

c. Defendants’ websites and/or any Online Marketplace Accounts;

d. The Defendant Domain Names or any domain name 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, PayPal, eBay, Amazon, DHgate, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. 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.

7. eBay and its related companies and affiliates shall, within five (5) business days of receipt of this Order, identify and restrain all funds and ongoing account activity, in or which hereafter are transmitted into the eBay accounts related to Defendants as identified in Schedule A hereto, 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), and/or any of the other eBay accounts subject to this Order; and (iii) any other eBay accounts tied to or used by any of the Seller IDs identified in Schedule A hereto; eBay shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies 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. No funds restrained by this Order shall be transferred or surrendered by eBay for any purpose (other than pursuant to a chargeback made pursuant to eBay's security interest in the funds) without the express authorization of this Court;

8. PayPal and its related companies and affiliates shall, within five (5) business days of receipt of this Order, identify and restrain all funds and ongoing account activity, in or which

hereafter are transmitted into the PayPal accounts related to Defendants as identified on Schedule A hereto, 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), and/or any of the other PayPal accounts subject to this Order; and (iii) any other PayPal accounts tied to or used by any of the Seller IDs identified in Schedule A hereto; PayPal shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies 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. No funds restrained by this Order shall be transferred or surrendered by PayPal for any purpose (other than pursuant to a chargeback made pursuant to PayPal's security interest in the funds) without the express authorization of this Court;

9. Amazon and its related companies and affiliates shall, within five (5) business days of receipt of this Order, identify and restrain all funds and ongoing account activity, in or which hereafter are transmitted into the Amazon accounts related to Defendants as identified on Schedule A hereto, 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), and/or any of the other Amazon accounts subject to this Order; and (iii) any other Amazon accounts tied to or used by any of the Seller IDs identified in Schedule A hereto; Amazon shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies 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. No funds restrained by this Order shall be transferred or surrendered by Amazon for any purpose (other than pursuant to a chargeback made pursuant to Amazon's security interest in the funds) without the express authorization of this Court;

10. DHgate and its related companies and affiliates shall, within five (5) business days of receipt of this Order, identify and restrain all funds and ongoing account activity, in or which hereafter are transmitted into the DHgate accounts related to Defendants as identified on Schedule A hereto, 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), and/or any of the other DHgate accounts subject to this Order; and (iii) any other DHgate accounts tied to or used by any of the Seller IDs identified in Schedule A hereto; DHgate shall further, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds restrained and identifies 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. No funds restrained by this Order shall be transferred or surrendered by DHgate for any purpose (other than pursuant to a chargeback made pursuant to DHgate's security interest in the funds) without the express authorization of this Court;

11. 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 to the Complaint; 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.

12. 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 to which the Defendant Domain Names which are transferred to Plaintiff's control will redirect, or by sending an e-mail to the e-mail addresses identified in Schedule A to the Complaint 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 "CAIFUNIANDHGATE 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.

13. Plaintiff's Complaint, Schedule A to the Complaint, and this Order shall remain sealed until Defendants' financial accounts are restrained. Plaintiff shall file unsealed versions of the Complaint, Schedule A to the Complaint, and this Order using the CM/ECF system prior to the expiration of this Order. Plaintiff shall deposit with the Court Ten Thousand Dollars (\$10,000), either cash, cashier's check 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.

14. 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.

This Temporary Restraining Order without notice is entered on August 28, 2020 at 8:00 a.m. and shall remain in effect for fourteen (14) days.

SO ORDERED.

Date: August 28, 2020



JOHN F. KNESS
United States District Judge

Schedule A

No.	Defendant Name / Alias
1	Caifudiandhgate
2	Qianandhgate
3	Guangzhou Kairong Industrial Co., Ltd.
4	Yangzhou Tenglong Art Craft Co., Ltd.
5	bestg81
6	dcentrade
7	doorroom
8	forever_toyou
9	giftport
10	gll7561
11	golden-market
12	goodpr-431
13	iftma-85
14	speedy-china
15	warming-mall
16	Chinawholesaleguide
17	Fashionstype
18	Gowdesigner
19	Kawaiitoy
20	lvzhigarden002
21	lxhua168
22	Starone
23	Zootropolis
24	2017madeinchina
25	beautyume
26	billshop2016
27	caseshop2046
28	coolpick
29	ha-cn14
30	hammad25397
31	nicedoll906
32	qiyie-71
33	yaoyu90
34	Callmesara
35	eforwholesale
36	faone17
37	rainbowhome
38	18perfect*world

39	2019mascot-store
40	2019top_factory
41	2019top-store
42	bubalus618
43	factorty-wholesale
44	mascotstore666
45	the_clara
46	vvl_10
47	world*toys-store
48	xuntong888
49	Dream4ever
50	meilirenwu007
51	hotqueen789
52	isov58
53	lyramin_0
54	shopshop_store
55	skyoun_g_9712
56	sunsfun15
57	us_shop_toper88
58	Q652398773
59	runnickyrun
60	HEXUN
61	kelaikemao
62	lanzhouruixiangchunshangmaoyouxiangongsi
63	Ktmsky
64	lfdhno4
65	Womandress
66	kaiya_49
67	kingmall01-9
68	pluscaseshop
69	sunnycaseshop
70	Gudou
71	pracharoe-0
72	sansala34
73	jiao201919
74	Novelty_1
75	sabonhome
76	sehr_g
77	dracaena
78	navyjewelry
79	smart-technology

80	pratpanch_0
81	utopiaashop324
82	wifilogo36
83	Sihuoguo
84	aazhou1900
85	emilbaybay
86	kokop
87	tideshoes
88	dreamtoyspower
89	twinklestar4u
90	accessoryzone
91	Changzheng265
92	Guichennecklace
93	handmadestitch
94	Omy_way
95	Youné
96	Strips
97	nattchai12
98	jinghunss
99	okayears
100	yantang-US
101	ebarga1ns
102	Q39374932
103	zealuck
104	bb3three

No	Defendants Online Marketplace
1	https://www.dhgate.com/store/21511989
2	https://www.dhgate.com/store/21511973
3	https://kaven.en.alibaba.com
4	https://yztenglongtoys.en.alibaba.com
5	https://www.ebay.co.uk/usr/bestg81
6	https://www.ebay.com/usr/dcentrade
7	https://www.ebay.com/usr/doorroom
8	https://www.ebay.com.au/usr/forever_toyou
9	https://www.ebay.co.uk/usr/giftport
10	https://www.ebay.com/usr/glle7561
11	https://www.ebay.com/usr/golden-market
12	https://www.ebay.com/usr/goodpr-431
13	https://www.ebay.com/usr/iftma-85

14	https://www.ebay.com/usr/speedy-china
15	https://www.ebay.com/usr/warming-mall
16	https://www.dhgate.com/store/20478580
17	https://www.dhgate.com/store/21224269
18	https://www.dhgate.com/store/21524175
19	https://www.dhgate.com/store/21513730
20	https://www.dhgate.com/store/21069039
21	https://www.dhgate.com/store/21230467
22	https://www.dhgate.com/store/20461561
23	https://www.dhgate.com/store/21514118
24	https://www.ebay.co.uk/usr/2017madeinchina
25	https://www.ebay.com/usr/beautyome
26	https://www.ebay.com/usr/billshop2016
27	https://www.ebay.com/usr/caseshop2046
28	https://www.ebay.com/usr/coolpick
29	https://www.ebay.com/usr/ha-cn14
30	https://www.ebay.com/usr/hammad25397
31	https://www.ebay.co.uk/usr/nicedoll906
32	https://www.ebay.com/usr/qiyie-71
33	https://www.ebay.com/usr/yaoyu90
34	https://www.dhgate.com/wholesale/products/ff808081707679f101707ffe69991157.html
35	https://www.dhgate.com/store/20101263
36	https://www.dhgate.com/store/21518263
37	https://www.dhgate.com/store/14354162
38	https://www.ebay.com.au/usr/18perfect*world
39	https://www.ebay.com.au/usr/2019mascot-store
40	https://www.ebay.com/usr/2019top_factory
41	https://www.ebay.com/usr/2019top-store
42	https://www.ebay.com/usr/bubalus618
43	https://www.ebay.com/usr/factory-wholesale
44	https://www.ebay.com.au/usr/mascotstore666
45	https://www.ebay.com.au/usr/the_clara
46	https://www.ebay.com/usr/vvl_10
47	https://www.ebay.com/usr/world*toys-store
48	https://www.ebay.co.uk/usr/xuntong888
49	https://www.dhgate.com/store/20264140
50	https://www.dhgate.com/store/14089119
51	https://www.ebay.com/usr/hotqueen789
52	https://www.ebay.com/usr/isov58
53	https://www.ebay.com/usr/lyramin_0

54	https://www.ebay.com.au/usr/shopshop_store
55	https://www.ebay.com/usr/skyoung_9712
56	https://www.ebay.com/usr/sunfun15
57	https://www.ebay.com/usr/us_shop_toper88
58	https://www.dhgate.com/store/20750024
59	https://www.ebay.com/usr/runnickyrun
60	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A33MSGF6G9VWKI&tab=&vasStoreID=
61	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A2OJRPC097UAA6&tab=&vasStoreID=
62	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A14M1R6UM6Q758&tab=&vasStoreID=
63	https://www.dhgate.com/store/21176071
64	https://www.dhgate.com/wholesale/products/ff80808165e7d27b016680381db23b3c.html
65	https://www.dhgate.com/store/20642428
66	https://www.ebay.com/usr/kaiya_49
67	https://www.ebay.com/usr/kingmall01-9
68	https://www.ebay.co.uk/usr/pluscaseshop
69	https://www.ebay.com/usr/sunnycaseshop
70	https://www.dhgate.com/store/21423709
71	https://www.ebay.com/usr/pracharoe-0
72	https://www.ebay.com/usr/sansala34
73	https://www.dhgate.com/store/21264250
74	https://www.dhgate.com/store/20330766
75	https://www.dhgate.com/store/21093220
76	https://www.dhgate.com/wholesale/products/ff8080816893847b0168dbdf944230e5.html
77	https://www.dhgate.com/store/20714269
78	https://www.dhgate.com/store/21100263
79	https://www.dhgate.com/wholesale/store.do?act=sellerStore&searchkey=Cute+Bear+Keychain+&suppliernum=14772647&pt=1&supplieridhead=ff8080812f5756ce012f629ef88f1d0a
80	https://www.ebay.com/usr/pratpanch_0
81	https://www.ebay.com/usr/utopiaashop324
82	https://www.ebay.com.au/usr/wifilogo36
83	https://www.dhgate.com/store/21064391
84	https://www.ebay.com/usr/aazhou1900
85	https://www.ebay.com/usr/emilbaybay
86	https://www.ebay.com/usr/kokop

87	https://www.ebay.com/usr/tideshoes
88	https://www.ebay.com/usr/dreamtoyspower
89	https://www.ebay.com.au/usr/twinklestar4u
90	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A1AVFUM9T475KJ&tab=&vasStoreID=
91	https://www.dhgate.com/wholesale/products/ff808081707679f10170f5f96fe678ba.html
92	https://www.dhgate.com/store/21204206
93	https://www.ebay.com/usr/handmadestitch
94	https://www.dhgate.com/store/21030622
95	https://www.dhgate.com/store/20581555
96	https://www.dhgate.com/store/20625689
97	https://www.ebay.com/usr/nattchai12
98	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&seller=A2H995M9SOG171&tab=&vasStoreID=
99	https://www.ebay.com/usr/okayears
100	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A3UR8KIO6RORPF&sshmPath=
101	https://www.ebay.com.au/usr/ebargalns
102	https://www.dhgate.com/store/21103774
103	https://www.ebay.com/usr/zealuck
104	https://www.ebay.com/usr/bb3three