

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

MILLENNIUM IP, INC. and
MILLENNIUM MEDIA, INC.,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”

Defendants.

Case No. 21-cv-04214

Judge Rebecca R. Pallmeyer

Magistrate Judge Maria Valdez

PRELIMINARY INJUNCTION ORDER

Plaintiffs MILLENNIUM IP, INC. and MILLENNIUM MEDIA, INC.’s (“MILLENNIUM” or “Plaintiffs”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS MILLENNIUM’s Motion in part as follows.

This Court finds MILLENNIUM has provided notice to Defendants in accordance with the Temporary Restraining Order entered August 26, 2021, [15] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also 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, MILLENNIUM 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 States, including Illinois, and have sold products using infringing and counterfeit versions of MILLENNIUM's EXPENDABLES copyrights; Copyright Registration Nos. PA 1-703-039; PA 1-810-290; PAu 3-734-299 (collectively, the "EXPENDABLES Works"). to residents of Illinois. In this case, MILLENNIUM 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 EXPENDABLES Works. *See* Docket No. 12, which includes screenshot evidence confirming that each Defendant e-commerce 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 Works.

This Court also finds that the injunctive relief previously granted in the 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 Entry of a TRO establishes that MILLENNIUM has demonstrated 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 copyrights, 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 MILLENNIUM 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 officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the EXPENDABLES Works 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 MILLENNIUM 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 MILLENNIUM 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
MILLENNIUM; and

- d. manufacturing, 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 MILLENNIUM's copyrights, including the EXPENDABLES Works, 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. Upon MILLENNIUM's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as ContextLogic, Inc. ("WISH") and Amazon Payments, Inc. ("Amazon") (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to MILLENNIUM 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, Amazon, WISH, PayPal, Inc. ("PayPal"), Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon MILLENNIUM's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, 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 EXPENDABLES Works.
5. Any Third Party Providers, including WISH, Amazon, PayPal, Alipay, Alibaba, and Ant Financial, 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 2 to the Declaration of Trevor Short, 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.
6. MILLENNIUM may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, 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 2 to the Declaration of Trevor Short, 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 "aaauroc and all other Defendants identified in the 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 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.
7. Plaintiff's Schedule A [2] Exhibit 2 to the Declaration of Trevor Short [12], and the TRO [15] are unsealed.
8. 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.
9. The Ten Thousand dollar (\$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.

SO ORDERED:

A handwritten signature in black ink, appearing to read "Rebecca R. Pallmeyer", written over a horizontal line.

Rebecca R. Pallmeyer
United States District Judge

Dated: September 16, 2021

Schedule A

No.	Defendants
1	aaauroc
2	Achtdsk
3	Athoreb
4	BDaisyE
5	brtyy
6	caiyi75168
7	cewaljskhdb
8	chenyueyummv
9	cuiqiusheng33281
10	cypooiaosdnnz
11	de45g55
12	dejutan
13	FraleyTysonshop6
14	hbtyre
15	hyrteh
16	lidongzhuo20736
17	lipengfei63319
18	liudao18161
19	liyahui70653
20	LLOI66
21	meijunkun3891
22	oebbnisblxtneawe
23	OliviaH
24	opopuui
25	prigfld
26	qwasds
27	rdtvr
28	renxia15705
29	rfujurjuj
30	ronxing01
31	rsjhserw
32	rtbsds
33	rtudhd
34	rtvert
35	rtygbt
36	rynhzsd
37	samuh
38	sdfve

39	sgret5
40	shenwei77641
41	SherryP
42	Spidercloud
43	subtn
44	swadgf
45	tghbty
46	tghhy
47	tgvrvt
48	thtrys
49	tmvds
50	trtbe
51	tryryt
52	tuiryewr
53	tybret
54	tybrtwe
55	tyhhfgf
56	uogfbd
57	UTFRUYIKHY
58	utyfere
59	uyhygtt
60	Valerie5
61	vbdcvgf
62	vbgvsds
63	vxbfzxdg
64	vxczfg
65	wangfeng654
66	wepfu
67	WernerE
68	wjchr
69	wsejrd
70	xaseaf
71	xcdfsfs
72	xcmdxtf
73	xtuydg
74	xzxdsfv
75	yanluyao7930
76	ydfght
77	YettaEv
78	yuanhongfei72672
79	Yybrazl

80	Yycrary
81	Yyikzdg
82	Yykeynj
83	Yykusky
84	Yylatew
85	Yyprize
86	Yyrattw
87	Yystabr
88	Yytheea
89	Yytiuvw
90	ZAurora
91	ZCornel
92	ZEdwina
93	ZElvaEs
94	zengsenjuanshop
95	ZFayJos
96	zfdhn
97	ZFreder
98	ZHaleHa
99	zhangtongtong162X
100	zhanmenghui80912
101	zhaoguodong85521
102	zhaozikang65511
103	ZHarold
104	zhouzhiru86029
105	ZKerrIv
106	ZLetiti
107	ZLorrai
108	ZMageeL
109	ZMerryR
110	zmudhgv
111	zoudachao6298
112	Zpinwjc
113	ZTiffan
114	ZVeromc
115	zxcnjg
116	zxcwar
117	Zztints
118	Antoinet
119	AnTuoB Store
120	Beichen Technology

121	BeiJingZhongChuangHuaXingZhiZhiPinYouXianGongSi
122	birdsyan
123	Collody
124	fjghw
125	GHRTSJG
126	Gracelove US
127	GuiGangRuiShengShangMaoYouXianGongSi
128	huangshishihuanhuandianzishangwuyouxiangongsi
129	JC.Roy's shop
130	junlidianshang
131	King GloryH
132	LALOPEZ
133	leiWang
134	licuifangshangdian
135	linyan123
136	Liu Qingfang
137	Lucky Mug stores
138	Luhong Art
139	LvLiangShiLiShiQuGaoJieZongHeJingXiaoBu
140	MEW CICI
141	NanPingShiJianYangQuLiuYangJinBaiHuoDian
142	Polar lighttr
143	putianlaihongmaoyiyouxiangongsi
144	putianshichengxiangqudunyemaoyiyouxiangongsi
145	Quantum Station Technology Limited132
146	shandongruixiangxinikejiyouxiangongsi
147	shenyangjiangxiangnongyuwangluokejiyouxiangongsi
148	ShiJiaZhuangWeiYaShangMaoYouXianGongSi
149	taiyuanshi xiao dian qu yun shui ming zhu chao shi
150	tege painting art
151	tianshimogui
152	tiantianmoshen
153	vm2GTnTU
154	wangyiping2020
155	wgghiip
156	WO ZUIMEI
157	WWWGJZ
158	xianrongline
159	xianyouxianchaohanmaoyiyouxiangongsi
160	yanlingC
161	zhongshanwuchenguanggaoyouxiangongsi

