

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

AARDMAN ANIMATIONS, LTD.,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A,

Defendants.

Case No. 22-cv-02186

Judge John J. Tharp, Jr.

Magistrate Judge Jeffrey Cole

PRELIMINARY INJUNCTION ORDER

Plaintiff Aardman Animations, Ltd. (“AARDMAN”) 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 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 AARDMAN’s Motion in part as follows.

This Court finds AARDMAN has provided notice to Defendants in accordance with the Temporary Restraining Order entered May 3, 2022, ECF No. 15 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that AARDMAN has provided a basis to conclude that Defendants have sold products bearing unauthorized copies of AARDMAN’s federally registered copyrights (the “AARDMAN Copyrights”) and/or using

infringing and counterfeit versions of AARDMAN's federally registered trademarks (the "AARDMAN Trademarks").

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 AARDMAN's previously granted Motion for Entry of a TRO establishes that AARDMAN has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that AARDMAN will suffer irreparable harm if the injunction is not granted.

Specifically, AARDMAN has proved a *prima facie* case of trademark and copyright infringement because (1) the AARDMAN Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use any of the AARDMAN Copyrights and Trademarks, and (3) Defendants' use of the AARDMAN Copyrights and Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with AARDMAN. Furthermore, Defendants' continued and unauthorized use of the AARDMAN Copyrights and Trademarks irreparably harms AARDMAN through diminished goodwill and brand confidence, damage to AARDMAN's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, AARDMAN 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 AARDMAN Copyrights and Trademarks 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 AARDMAN product or not authorized by AARDMAN to be sold in connection with the AARDMAN Copyrights and Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine AARDMAN product or any other product produced by AARDMAN, that is not AARDMAN's or not produced under the authorization, control, or supervision of AARDMAN and approved by AARDMAN for sale under the AARDMAN Copyrights and/or Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of AARDMAN, or are sponsored by, approved by, or otherwise connected with AARDMAN; 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 AARDMAN, nor authorized by AARDMAN to be sold or offered for sale, and which bear any of AARDMAN's copyrights and/or trademarks, including the AARDMAN Copyrights and Trademarks, 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. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliac Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., 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.
4. Upon AARDMAN'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 eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to AARDMAN 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;

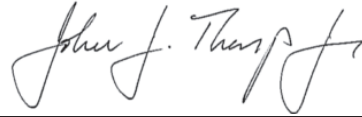
- b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history 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, Inc. ("PayPal"), Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon AARDMAN's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, 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 AARDMAN Copyrights and Trademarks.
6. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, 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 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.
7. AARDMAN 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 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 "AKBKTII Official Store and all other Defendants identified in the Operative 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.
8. Plaintiff's Complaint (ECF No. 7) and Exhibits 1-2 thereto (ECF Nos. 7-1, 7-2), Schedule A to the Complaint (ECF No. 7-3), *Ex Parte* Motion for TRO (ECF Nos. 10, 11), and the TRO (ECF No. 15) are unsealed.
9. 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.

10. The \$136,000.00 bond posted by AARDMAN 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 "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.
United States District Judge

Date: May 27, 2022

Schedule A

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
1	AKBKTII Official Store	aliexpress.com/store/910925040
2	Beanies Baby Store	aliexpress.com/store/911816043
3	Boutique trend No. 6 Store Store	aliexpress.com/store/912661731
4	Cheng Handmade Store	aliexpress.com/store/912219059
5	CJDP No. 3 Store	aliexpress.com/store/912660936
6	erdongY Store	aliexpress.com/store/912647021
7	Global Coque Store	aliexpress.com/store/911858096
8	Global wholesaler Store	aliexpress.com/store/5836059
9	GlobalCase Store	aliexpress.com/store/4407003
10	DisneyAnime Peripheral Toy Store	aliexpress.com/store/911252097
11	MIUYR Store	aliexpress.com/store/912612697
12	Pretty Cute cute trand Store	aliexpress.com/store/4045074
13	Qingfeng Town Cases Store	aliexpress.com/store/912512202
14	qiyue007 Store	aliexpress.com/store/912135026
15	Rainhemiaa 03 Store	aliexpress.com/store/911941279
16	Rosemary Accessories Store	aliexpress.com/store/912638143
17	Shop5831380 Store	aliexpress.com/store/5831380
18	ShuZ Store	aliexpress.com/store/911661183
19	sueno Store	aliexpress.com/store/912180960
20	TLENI Outdoor Store	aliexpress.com/store/4438010
21	YNGO-GG Store	aliexpress.com/store/912661711
22	Zororong No2 Store	aliexpress.com/store/912128058
23	catherine010	dhgate.com/store/21622974
24	Cong06	dhgate.com/store/21614501
25	dhthenyy	dhgate.com/store/21734547
26	fashionbur3	dhgate.com/store/21697055

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
27	clickartdesigns	ebay.com/sch/clickartdesigns
28	transfer-this	ebay.com/usr/transfer-this
29	BandagShop	etsy.com/shop/BandagShop
30	HobbiesEmpire	etsy.com/uk/shop/HobbiesEmpire
31	NaturalVintageeShop	etsy.com/uk/shop/NaturalVintageeShop
32	ZPLNeonCustom	etsy.com/uk/shop/ZPLNeonCustom
33	Changsha Judian Changying E-commerce	fruugo.us/search?merchantId=13858
34	Dean County Huijia Electronic Commerce	fruugo.us/search?merchantId=14440
35	Dongguan Lvya Arts & Crafts Co	fruugo.us/search?merchantId=13528
36	Dongguan Tingqiwan Trading	fruugo.us/search?merchantId=14880
37	Dongguanshihaiyujiudianguanliyouxiangongsi	fruugo.us/search?merchantId=14046
38	Foshan Qisheng Fuzhuang	fruugo.us/search?merchantId=14968
39	Fudingshixiaoqiriyongbaihuojingyingbu	fruugo.us/search?merchantId=14627
40	Guangzhou Domineering Point Trading	fruugo.us/search?merchantId=14806
41	Guangzhoufuhanjiajuyongpinyouxiangongsi	fruugo.us/search?merchantId=14422
42	Guangzhoushi Tukai Maoyi Youxiangongsi	fruugo.us/search?merchantId=14754
43	Hainangeruihuanbaokejyouxiangongsi	fruugo.us/search?merchantId=13194
44	Hangzhouhanfeimaoyiyouxiangongsi	fruugo.us/search?merchantId=13408
45	Linxiang Shizou Shuangyang Electronic Commerce	fruugo.us/search?merchantId=14381
46	MianYangShi ZhenFanShangMao YouXianGongSi	fruugo.us/search?merchantId=14833
47	Quanzhou Dengku Electronic Technology	fruugo.us/search?merchantId=14590
48	Shenzhen Beigelande Household Products	fruugo.us/search?merchantId=15221
49	Shenzhen Donghong Electronic Technology	fruugo.us/search?merchantId=14566
50	Shenzhen Dongrenhao Trading	fruugo.us/search?merchantId=15023
51	Shenzhen Jianlongtong Dianzishangwuyouxiangongsi	fruugo.us/search?merchantId=14684
52	Shenzhen Jiayue Ruihong Supply Chain	fruugo.us/search?merchantId=14925

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
	Management	
53	Shenzhen Shi Junge Trading	fruugo.us/search?merchantId=14962
54	Shenzhenshi Sinizefushi Youxiangongsi	fruugo.us/search?merchantId=15037
55	Shenzhenshihuayuyangmaoyiyouxiangongsi	fruugo.us/search?merchantId=14692
56	Shenzhenshijueshishijiafushiyouxiangongsi	fruugo.us/search?merchantId=14612
57	Shenzhenshixiaotuzhinengkejiyouxiangongsi	fruugo.us/search?merchantId=14665
58	Shenzhenshiyijiumaoyiyouxiangongsi	fruugo.us/search?merchantId=14587
59	Top Wow	fruugo.us/search?merchantId=13328
60	Weihai Leka Technology	fruugo.us/search?merchantId=14632
61	Weihai Xusheng Technology	fruugo.us/search?merchantId=14001
62	Wuhuashuizhaizhenrunlindichanzhongjie	fruugo.us/search?merchantId=13447
63	FengChun	fruugo.us/fengchun/b-782
64	2020huaweitee	2020huaweitee.com
65	Americastee	americastee.com
66	Buy Pyjamas	pajamasbuy.com
67	The Rockin	therockin.com
68	Tshirtbandit.com	tshirtbandit.com
69	TSHIRTSTEE	tshirtstee.com
70	Unibuy	unibuyplus.com
71	XULAFDX	joom.com/en/stores/62022b60b31336ae07a0b7ec
72	123bilili Store	aliexpress.com/store/4989267
73	194 LT Store	aliexpress.com/store/912220422
74	195 LT Store	aliexpress.com/store/912216400
75	Anway Store	aliexpress.com/store/5974313
76	Bellotti Store	aliexpress.com/store/912408965
77	burst666 Store	aliexpress.com/store/912470423
78	Chimpion-Jacket Store	aliexpress.com/store/912742108

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
79	Chimpion-Jacket3 Store	aliexpress.com/store/912744099
80	cick001_270821 Store	aliexpress.com/store/912375631
81	Cotton T-shirt AC Store	aliexpress.com/store/912609095
82	DIYhome122 Store	aliexpress.com/store/910919013
83	DIYmone121 Store	aliexpress.com/store/910913016
84	DIYs 155 Store	aliexpress.com/store/911940351
85	Eudemoniadz Store	aliexpress.com/store/4199026
86	ggcc139 Store	aliexpress.com/store/912422562
87	GGU Store	aliexpress.com/store/912486387
88	HDDH Store	aliexpress.com/store/912063436
89	Hhha089 Store	aliexpress.com/store/912421163
90	Huizi005 Store	aliexpress.com/store/912685107
91	Janelove28 Store	aliexpress.com/store/5886353
92	KKT127 Store	aliexpress.com/store/911108215
93	LT 156 Store	aliexpress.com/store/911934409
94	Mettiage Store	aliexpress.com/store/1100049181
95	MirabelleRoom Store	aliexpress.com/store/912344330
96	Mrs-Light Store	aliexpress.com/store/912662648
97	qitas Store	aliexpress.com/store/912452075
98	Shop1100024074 Store	aliexpress.com/store/1100024074
99	Shop1100082226 Store	aliexpress.com/store/1100082226
100	Shop1100087311 Store	aliexpress.com/store/1100087311
101	Shop1100150393 Store	aliexpress.com/store/1100150393
102	Shop910702005 Store	aliexpress.com/store/910702005
103	Shop911377205 Store	aliexpress.com/store/911377205
104	Shop912624656 Store	aliexpress.com/store/912624656
105	Shop912625849 Store	aliexpress.com/store/912625849
106	Shop912626373 Store	aliexpress.com/store/912626373

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
107	tao ji Store	aliexpress.com/store/5373002
108	Very Good T-shirt B Store	aliexpress.com/store/912068764
109	WEIBAO Phonecas Store	aliexpress.com/store/912421033
110	XiaoBei Design Phonecase Store	aliexpress.com/store/912397736
111	xl9999 Store	aliexpress.com/store/912401048
112	Yayacoco Store	aliexpress.com/store/911606042
113	Zororong No.3 Store	aliexpress.com/store/912267488
114	MUG4FUN	amazon.com/sp?seller=A3BK8XJHTN9X CY
115	NIAN JIAPING 1	amazon.com/sp?seller=A4VHLYM4XTF Y2
116	snoopdy	amazon.com/sp?seller=A1FVS7K1FGQJJ V
117	mclare57	ebay.com/usr/mclare57
118	EnjoyLifeStoree	etsy.com/uk/shop/EnjoyLifeStoree
119	Keyring1Kings	etsy.com/uk/shop/Keyring1Kings
120	HuaZhou Shi JianJiang LiangMing QiChe XiuLi Chang	fruugo.us/search?merchantId=14870
121	CKNCKI	ckncki.com
122	PADSHOPS	padshops.com
123	Tshirtpulse	tshirtpulse.com
124	cjashg	wish.com/merchant/5eaaaa14bb46dacc07 f3c04
125	dainannan7342	wish.com/merchant/60fa68261241521d5c 8d71a3
126	Dreemys	wish.com/merchant/6186b43da2ead9b688 688215
127	EnerStore	wish.com/merchant/5f66e691e3bf2e599e7 947b8
128	Lg Petif	wish.com/merchant/5f5e9ca7a2daae47cea 22edf
129	Liaoyuanting1005	wish.com/merchant/5f080a14ca6826fb9c6 2da04
130	meitengdeng19	wish.com/merchant/5e795e94a707200e81 695d66
131	pengchunchun839628	wish.com/merchant/5f893fa81c4efcf28871

NO.	DEFENDANT / SELLER ALIAS	MARKETPLACE URL
		85fa
132	seppeshewr	wish.com/merchant/5e92966b7fbade3945bd93fc
133	Silver-eared Mesia	wish.com/merchant/5d9ad07a52e0240ee9b2d2fb
134	Suzanne Ross123	wish.com/merchant/5e91ea89bdebf4c5b6041e9d
135	wangchaohui521	wish.com/merchant/5f66d97de3bf2eb63679487d
136	wangyidong6356	wish.com/merchant/6042f75d7096391f523ee8c1
137	weicenchen0322	wish.com/merchant/5fc07b115baa752272bad64c
138	xuhaobo52826	wish.com/merchant/6132deca061e98245169d35c
139	yhgfrt	wish.com/merchant/5dd753481fabaa050c9ad885