

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

MOOMIN CHARACTERS OY, LTD.,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 22-cv-02080

Judge Sharon Johnson Coleman

Magistrate Judge Beth W. Jantz

PRELIMINARY INJUNCTION ORDER

Plaintiff, MOOMIN CHARACTERS OY, LTD. (“MOOMIN” or “Plaintiff”) 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 MOOMIN’s Motion as follows.

This Court finds MOOMIN has provided notice to Defendants in accordance with the Temporary Restraining Order entered April 27, 2022, [18] (“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, MOOMIN 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 MOOMIN's federally registered trademarks, which are protected by U.S. Trademark Registration Nos. 4,516,745; 4,523,736; 5,056,717; 5,056,718; 5,066,370; 5,070,546; 5,080,020; 5,126,194; 5,158,342; and 5,510,559 (collectively the "MOOMIN Trademarks") to residents of Illinois. In this case, MOOMIN 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 MOOMIN Trademarks. *See* Docket No. [14], 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 MOOMIN 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 MOOMIN's previously granted Motion for Entry of a TRO establishes that MOOMIN has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that MOOMIN will suffer irreparable harm if the injunction is not granted.

Specifically, MOOMIN has proved a *prima facie* case of trademark infringement because (1) the MOOMIN 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 MOOMIN Trademarks, and (3) Defendants' use of the MOOMIN

Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with MOOMIN. Furthermore, Defendants' continued and unauthorized use of the MOOMIN Trademarks irreparably harms MOOMIN through diminished goodwill and brand confidence, damage to MOOMIN's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, MOOMIN 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 MOOMIN 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 MOOMIN product or not authorized by MOOMIN to be sold in connection with the MOOMIN Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MOOMIN product or any other product produced by MOOMIN, that is not MOOMIN's or not produced under the authorization, control, or supervision of MOOMIN and approved by MOOMIN for sale under the MOOMIN Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of

MOOMIN, or are sponsored by, approved by, or otherwise connected with MOOMIN; 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 MOOMIN, nor authorized by MOOMIN to be sold or offered for sale, and which bear any of MOOMIN's trademarks, including the MOOMIN Trademarks, or any reproductions, counterfeit copies, or colorable imitations.
2. Defendants, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) the identity and location, including contact information, their true name and physical address, and all associated e-mail addresses, of Defendant; (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 Stores of Defendants, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history; and (c) the steps taken by Defendants to comply with paragraphs 1, (a)-(d) above.
3. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
4. Upon MOOMIN'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. d/b/a Wish.com ("WISH"), Alipay

US, Inc. and its related companies and affiliates (“Alipay”), Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY (“DHgate”), and PayPal, Inc. (“PayPal”), and, shall, within five (5) business days after receipt of such notice, provide to MOOMIN 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, WISH, Alipay, DHgate, and PayPal or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon MOOMIN’s request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within five (5) business 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 MOOMIN Trademarks.

6. Any Third Party Providers, including WISH, Alipay, DHgate, and PayPal, shall, within five (5) business 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 Roleff Kråkström, 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. MOOMIN 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 Complaint, this Order, and other relevant documents on a website or by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 2 to the Declaration of Roleff Kråkström 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 "2301caozhiyao 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 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 Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Roleff Kråkström [14], and the TRO [18] 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 Ten Thousand Dollar (\$10,000) bond posted by MOOMIN 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 'Sharon Johnson Coleman', is written over a horizontal line.

Sharon Johnson Coleman
United States District Judge

Dated: 6/7/2022

Schedule A

No.	Defendants
1	2301caozhiyao
2	Adder
3	Aprilas
4	Audreyxs
5	bayanzhen2026
6	Ben Owen
7	Bonnie esposito
8	Boyuosty carton
9	C~chenyan
10	chenronghui7439
11	Connor Heckert
12	donestrosin982
13	feservxlf
14	guoliuijiang20136
15	hu4717z
16	jiaqingqing998923
17	Joseph Berry
18	LenaLindauLzPnQ
19	LiuGuoqiang1988510
20	lounkh
21	lupeishi
22	markgeffers4
23	Miami Dade Aviation
24	mijiti09276
25	Mistersacha
26	NatalieLeeaUfOk
27	nawehgkjsdbnjkgbljkberghfjhnrth
28	Pan con huevo
29	PanaderiaBuy TheMarianela
30	shenchuanmo8802
31	Shuaidada
32	SKB Online Store
33	songweiqiang6974
34	Special department store supermarket
35	supremxvjmbnl
36	Tauro fine
37	toonesrnrinh
38	TTHHLLB

39	Villamax
40	Wonderfit Shapers
41	xuxingying Store
42	YGFHAOHAO
43	yuqibing2134
44	zhanghaopeng115150
45	zhangjingchang4786
46	zhanglina5268
47	zhangxinru668
48	zhangyan9343
49	zhangyiyao8451
50	zhangyuhe7421
51	zhangzhaotuan
52	012 Stickers Store
53	100% cotton T-shirt 39 Store
54	138 Dcover Store
55	2021 stickers Store
56	987643368 Store
57	A boutique for women clothes Store
58	Aesthetics Mouse Mat B143 Store
59	AliexpressFurniture Store
60	Anime Gaming Keyboard Mousepad Store
61	Anime Gaming Mausepad Store
62	Anime travel Store
63	Anime-House Store
64	Art Mouse Mat A143 Store
65	AUDII Store
66	Bellissimo48 Store
67	Bellissimo50 Store
68	Bellissimo51 Store
69	Belly Toy Store
70	Brant Store
71	BuDucoost002 Store
72	Build World Toy Store
73	CARSKY Store
74	Cataphract Store
75	Cotton T-shirts L Store
76	CS Global Store
77	C-Three-PhoneCase Store
78	C-Two-PhoneCase Store
79	Domyhome Store

80	Dropship Plush Toy Store
81	Eenehana01 Store
82	erdongc Store
83	erdongH Store
84	erdongR Store
85	ESports01 Store
86	Ever-changing stickers Store
87	Fashioncase89 Store
88	father's broken shop Store
89	Fish D-oll Painting Store
90	FunFun Toy Store
91	Funshop99 Store
92	Gaming Keyboard Mat Store
93	High-end Gaming Mat Store
94	High-end stationery Store
95	Hongli High-end Digital Store
96	huiyicase54 Store
97	Huopo Store
98	KDA-Mousepad Store
99	KDD Store
100	Keyboard Mouse Mat Store
101	Kids Toy Stickers Store
102	Large mouse pades Store
103	Laumango Gaming Computer Mousepad Store
104	Laumans Laumango Store
105	linqinkethy43 Store
106	LLLEEEerr1226 Store
107	Long Animation Culture Trading Co.,Ltd Store
108	LuxuryPhoneShell Store
109	MaiYA18 Store
110	MIMI LIVING Store
111	Morrie Store
112	New Design Shell Store
113	OfficalHomeSupplies Store
114	OKWWW Store
115	OUIO eSports Proxy Store
116	Oxygen toy store Store
117	popular phone case Store
118	Rainhemiaa 03 Store
119	Rainhemiaa 11 Store
120	Reall Store

121	Regret Store
122	Riccu 06 Store
123	Riccu2 Store
124	Sannder Store
125	Shop 20 Store
126	Shop1100004097 Store
127	Shop1100005070 Store
128	Shop1100016014 Store
129	Shop1100022049 Store
130	Shop1100035186 Store
131	Shop1100052188 Store
132	Shop1100082130 Store
133	Shop1100089120 Store
134	Shop1100133183 Store
135	Shop1100139158 Store
136	Shop1100215443 Store
137	Shop1100215444 Store
138	Shop1100217437 Store
139	Shop1100219444 Store
140	Shop1100223401 Store
141	Shop1100223402 Store
142	Shop1100227807 Store
143	Shop1100248111 Store
144	Shop1100299254 Store
145	Shop2834121 Store
146	Shop2906298 Store
147	Shop4485050 Store
148	Shop4496084 Store
149	Shop4532003 Store
150	Shop4980055 Store
151	Shop5003081 Store
152	Shop5048344 Store
153	Shop5422063 Store
154	Shop5875675 Store
155	Shop910722004 Store
156	Shop911521012 Store
157	Shop911610016 Store
158	Shop912625391 Store
159	Shop912627231 Store
160	Snowflake Store
161	SOULMATE TOY Store

162	SPAKOGY Store
163	Speciald31 Store
164	Starlightfan Store
165	Sweetie Castle
166	taonihouzi Store
167	TENBROMAN Official Store
168	Top-Mousepad Store
169	Very good tshirts 99 Store
170	WangBoom Store
171	waww66 Store
172	Wild Finding
173	Xiaocao Art Store
174	Xingtai Kangtian New Material Technology Co., Ltd.
175	Xuanxuan's Store
176	Yneoi Store
177	Yobe Good Goods Store
178	YTXD Mousepad Store
179	YTXD Store
180	yusi mao Store
181	ZhouXia Store
182	Zororong Mousepad Store
183	Zororong No.6 Store
184	adeir Store
185	bai08 Store
186	chenxinzhi Store
187	gou07 Store
188	jiao08 Store
189	kong06 Store
190	mywjqq Store
191	outbag2007 Store
192	rightfours Store
193	sinabag Store

