

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

ENCHANTEDMOB, INC.,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-02589

Judge Matthew F. Kennelly

PRELIMINARY INJUNCTION ORDER AS TO CERTAIN DEFENDANTS

THIS CAUSE being before the Court Plaintiff EnchantedMob, Inc.’s (“Plaintiff”) Motion for Entry of a Preliminary Injunction as to Certain Defendants, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction as to Certain Defendants in its entirety against the fully interactive e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (collectively, the “Seller Aliases”).

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. Specifically, 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, accept payment in U.S. dollars, and have sold products bearing unauthorized copies of the Poppy Playtime Copyrighted Designs (U.S.

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

Copyright Registration Nos. VA0002288105, VA0002293330, VA0002294398, and VA0002295039) to residents of Illinois.

This Court also 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 Plaintiff’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Plaintiff has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted.

Specifically, Plaintiff has proved a *prima facie* case of copyright infringement because it has demonstrated that (1) Plaintiff is the owner of valid and enforceable Poppy Playtime Copyrighted Designs, and (2) Defendants, without any authorization from Plaintiff, or any right under the law, have deliberately copied, displayed, distributed, reproduced, and/or made derivative works incorporating the Poppy Playtime Copyrighted Designs on the Seller Aliases and the corresponding Unauthorized Poppy Playtime Products. Furthermore, Defendants’ continued and unauthorized copying of the Poppy Playtime Copyrighted Designs irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff 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. As such, 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 or participation with them be preliminarily enjoined and restrained from:
 - a. reproducing, distributing copies of, making derivative works of, or publicly displaying the Poppy Playtime Copyrighted Designs in any manner without the express authorization of Plaintiff;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Poppy Playtime product or any other product 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 the Poppy Playtime Copyrighted Designs;
 - 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 the Poppy Playtime Copyrighted Designs and damaging Plaintiff's goodwill; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, or 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 the Poppy Playtime Copyrighted Designs.
2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com,

Inc. (“Amazon”), ContextLogic Inc. d/b/a Wish.com (“Wish.com”), Walmart Inc. (“Walmart”), and DHgate, (collectively, the “Third Party Providers”) shall, within seven (7) calendar 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 affiliates, officers, agents, servants, employees, confederates, attorneys, and any persons acting in 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, as well as providing a full accounting of Defendants’ sales and listing history related to their respective Online Marketplaces;
- c. any financial accounts owned or controlled by Defendants, including their affiliates, officers, 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, Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, Wish.com, Walmart, DHgate, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

3. Upon Plaintiff's request, those with notice of the injunction, including Third Party Providers as defined in Paragraph 2, 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 infringing goods which bear the Poppy Playtime Copyrighted Designs.
4. Defendants shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, DHgate, Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Zach Belanger, 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 ordered by this Court.
6. Plaintiff is authorized to issue expedited written discovery, pursuant to Federal Rules of Civil Procedure 33, 34 and 36, related to:
 - a. the identities and locations of Defendants, their affiliates, officers, agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation

with them, including all known contact information, including any and all associated e-mail addresses; and

- 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, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces.

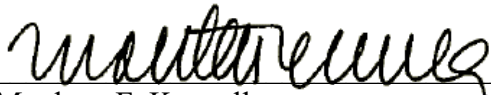
Plaintiff is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within three (3) business days of being served via e-mail.

7. Plaintiff may provide notice of these proceedings 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 and by sending an e-mail to the e-mail addresses identified in Exhibit 3 to the Declaration of Zach Belanger and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of "The Partnerships 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.

8. Schedule A to the Complaint [2], Exhibit 3 to the Declaration of Zach Belanger [15], and the TRO [20] 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 Northern District of Illinois Local Rules.
10. The \$10,000 bond posted by Plaintiff shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

DATED: June 2, 2022



Matthew F. Kennelly
United States District Judge

**EnchantedMob, Inc. v. The Partnerships and Unincorporated Associations Identified on Schedule
"A" - Case No. 22-cv-2589**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	EXCEPTED	EXCEPTED
2	EXCEPTED	EXCEPTED
3	EXCEPTED	EXCEPTED
4	EXCEPTED	EXCEPTED
5	EXCEPTED	EXCEPTED
6	EXCEPTED	EXCEPTED
7	EXCEPTED	EXCEPTED
8	EXCEPTED	EXCEPTED
9	EXCEPTED	EXCEPTED
10	EXCEPTED	EXCEPTED
11	EXCEPTED	EXCEPTED
12	EXCEPTED	EXCEPTED
13	EXCEPTED	EXCEPTED
14	EXCEPTED	EXCEPTED
15	EXCEPTED	EXCEPTED
16	EXCEPTED	EXCEPTED
17	EXCEPTED	EXCEPTED
18	EXCEPTED	EXCEPTED
19	EXCEPTED	EXCEPTED
20	EXCEPTED	EXCEPTED
21	EXCEPTED	EXCEPTED
22	EXCEPTED	EXCEPTED
23	EXCEPTED	EXCEPTED
24	EXCEPTED	EXCEPTED
25	EXCEPTED	EXCEPTED
26	EXCEPTED	EXCEPTED
27	EXCEPTED	EXCEPTED
28	EXCEPTED	EXCEPTED
29	EXCEPTED	EXCEPTED
30	EXCEPTED	EXCEPTED
31	amazon.com/s?me=A2SLC3BL6TKU5H&marketplaceID=ATVPDKIKX0DER	haikoujingsishangmaoyouxiangongsi

32	amazon.com/sp?seller=A10AZLJ1MJNST1	A10AZLJ1MJNST1
33	amazon.com/sp?seller=A10RM4MOD5DIHF	yyIHADGLK654
34	amazon.com/sp?seller=A10YLYPK7OYW04	XIAMUSZ
35	amazon.com/sp?seller=A11TRKG5ME3XPF	J8yeow
36	amazon.com/sp?seller=A12O29ZQE87F9Z	HNZZQQ
37	amazon.com/sp?seller=A12QRLZYLDXSVH	Beiao's Shop
38	amazon.com/sp?seller=A13B70B0J31ZEI	A13B70B0J31ZEI
39	amazon.com/sp?seller=A1497CV1XHF5RZ	Zirrocnv
40	amazon.com/sp?seller=A155YQXXVHYJJ0	Vivid Love
41	amazon.com/sp?seller=A163E2WHKLXZHN	KLBH-US
42	amazon.com/sp?seller=A16K3X5JWXUG8M	QTSYDJF SHOPP
43	amazon.com/sp?seller=A178VXLGR5IQLQ	wanzaixianxiejubaihuodian
44	amazon.com/sp?seller=A17AELF5DRNURT	Good quality goods
45	amazon.com/sp?seller=A17SYW2QZJUZQ	TOTON
46	amazon.com/sp?seller=A187EISRHD2D4E	DAJINWU
47	amazon.com/sp?seller=A1B72MMRP2NXZ6	foshanshianhaiquboweijiamaoiyouxia ngongsi
48	amazon.com/sp?seller=A1CXJ8LORNNGY1	Yinrid
49	amazon.com/sp?seller=A1DG3AUSNQT2LR	dongpanzuilanzai
50	amazon.com/sp?seller=A1DGZ0IVZARMB8	XIANGLONGYUKEJI
51	amazon.com/sp?seller=A1DPAANB5EYLB	LIYANGMAOYI
52	amazon.com/sp?seller=A1FMHR8SWWGYQD	Drofe
53	amazon.com/sp?seller=A1FY6P64UM9WFT	jinjiangshichendaizhentangdianxiedian
54	amazon.com/sp?seller=A1GFIDOCB9K18B	A1GFIDOCB9K18B
55	amazon.com/sp?seller=A1GSS6TFAJX7VZ	A1GSS6TFAJX7VZ
56	amazon.com/sp?seller=A1ILVG5ZAGWE6R	lilai supermarket
57	amazon.com/sp?seller=A1J0YL4NUF0DXV	yongchunlianhuimaoyiyouxiangongsi
58	amazon.com/sp?seller=A1KDNZLEWLA7J3	peilina
59	amazon.com/sp?seller=A1KF9FQKEPQSD	caiguoqinggwetgw
60	amazon.com/sp?seller=A1NL1PMDQUN1TA	DepartmentHardware store
61	amazon.com/sp?seller=A1NSWH2C7QDWUH	letshappy
62	amazon.com/sp?seller=A1S32VFLKYV4KZ	ZVVGGMmkLL
63	amazon.com/sp?seller=A1TOMT4CYNHJF	Xbhcostume
64	amazon.com/sp?seller=A1W6Y4ZZW0LNOV	xiangyangmoyanbaihuolingshouyouxian gongsi
65	amazon.com/sp?seller=A1XBPV12NYK1B	A1XBPV12NYK1B
66	amazon.com/sp?seller=A1XK2Q12GCRB3K	Tolibavia
67	amazon.com/sp?seller=A1XV0NMQIMWU7K	Lipink
68	amazon.com/sp?seller=A1Y8VUVGMZQCGV	Yo1o
69	amazon.com/sp?seller=A1YG0436EZWJC	polemaetus
70	amazon.com/sp?seller=A1ZZUF75BVW64P	YINGYU.

71	amazon.com/sp?seller=A21NSQZ5BDAIND	A21NSQZ5BDAIND
72	amazon.com/sp?seller=A22MEG1OC63DFV	Shagqqg
73	amazon.com/sp?seller=A23XP4PV5Z007	HDYSPA
74	amazon.com/sp?seller=A246YJRTQ0072O	Gaekce Official
75	amazon.com/sp?seller=A24H1G7RTTVXKT	DONGPOQUSHUNQIRIYONGBAIHUODIAN
76	amazon.com/sp?seller=A258POY0FQPXN	Beorchid
77	amazon.com/sp?seller=A25PDEFNHWUDSU	haikoushixunhangaishangmaohang
78	amazon.com/sp?seller=A26BUFSRI4MTLH	A26BUFSRI4MTLH
79	amazon.com/sp?seller=A278TB229BEQ8M	A278TB229BEQ8M
80	amazon.com/sp?seller=A2ASBLPE7355CV	jiameirui trade
81	amazon.com/sp?seller=A2B86DJTASPAQG	bmfzjyb
82	amazon.com/sp?seller=A2F9QWO32EXTUE	GVTGB
83	amazon.com/sp?seller=A2H4MAYN9TIV74	DE LUOJIE
84	amazon.com/sp?seller=A2HF30PUNYRUS1	Liokoon
85	amazon.com/sp?seller=A2JFWWD4ZEZYH1	Herbert_Coser
86	amazon.com/sp?seller=A2JJD3C3DXKOOT	Yiduoduo
87	amazon.com/sp?seller=A2LO1BM9JQBILQ	Eamoney
88	amazon.com/sp?seller=A2LY9V1JKUOOV	YSCENL World
89	amazon.com/sp?seller=A2MEAN8M9HS7CU	TaiYuanShiXingHuaLingQuMiaoQiangQiangTiYuYongPin
90	amazon.com/sp?seller=A2NVHRHNW9YNUN	A2NVHRHNW9YNUN
91	amazon.com/sp?seller=A2O1VM82FQWL7K	Koolhaas
92	amazon.com/sp?seller=A2O9OM73LS4UNJ	FJYshop
93	amazon.com/sp?seller=A2P1CE75U7IZKJ	chenlongfei
94	amazon.com/sp?seller=A2PS8OH9LGWC4F	A2PS8OH9LGWC4F
95	amazon.com/sp?seller=A2QL03WXOU3YXK	guangzhounianweimaoyiyouxiangongsi
96	amazon.com/sp?seller=A2T9VNI83SNHVN	Lemon mao
97	amazon.com/sp?seller=A2UJP8J3V5LT2F	dfedjemicuw2idmee
98	amazon.com/sp?seller=A2ULW8EYT4ABOQ	hosimiyayashiro
99	amazon.com/sp?seller=A2W1P8UW0595H4	mahsirun
100	amazon.com/sp?seller=A2W7VYP7L0C04Q	A2W7VYP7L0C04Q
101	amazon.com/sp?seller=A2XWNQL8BWMBD0	banchengshuguo
102	amazon.com/sp?seller=A30EZ9XTA5LMYV	ruanlinfeng
103	amazon.com/sp?seller=A30X11M3ST52NO	DFuture Star Trading
104	amazon.com/sp?seller=A313SZMNS2Q3VF	AMOCO
105	amazon.com/sp?seller=A34GR0IE59FPNF	DeepInca
106	amazon.com/sp?seller=A35RJ3DUYJS2SN	ZRDZSW
107	amazon.com/sp?seller=A36EMQJ303MISF	yangqiong1
108	amazon.com/sp?seller=A36HSAANEVZ4Q	chengdusufangshenshangmaoyouxiangongsi
109	amazon.com/sp?seller=A37IGF5AUT2ZK2	Heneywell

110	amazon.com/sp?seller=A37XZU9M91RYR6	A-chen
111	amazon.com/sp?seller=A385ZO4Q1DSXIE	TOJONZO
112	amazon.com/sp?seller=A3919D13VEO0KN	Skittles dream
113	amazon.com/sp?seller=A393QMDEUOK588	zbbairpods
114	amazon.com/sp?seller=A3C1RE14MPF4EO	The Lorda
115	amazon.com/sp?seller=A3CUBZUPSQNDCF	Cos4Yoo
116	amazon.com/sp?seller=A3D7PVIP2XM8G7	FuYang-Store
117	amazon.com/sp?seller=A3EOEJH1LQ4UB6	WDBBG
118	amazon.com/sp?seller=A3EWETE2EJEL3M	A3EWETE2EJEL3M
119	amazon.com/sp?seller=A3EWYXRRU5X6GS	wangweiyingsda
120	amazon.com/sp?seller=A3F32DRMM53GVF	hanxinxin0204
121	amazon.com/sp?seller=A3GCCL55BHG8RQ	Best(SZ)
122	amazon.com/sp?seller=A3IY0QHA512H94	Alps strawberry
123	amazon.com/sp?seller=A3JZ3QYFCX76V9	A3JZ3QYFCX76V9
124	amazon.com/sp?seller=A3K5ARN8C8K6Y4	tiantianbaodanovo
125	amazon.com/sp?seller=A3LTPXSWTCUOP4	Hessioggrs Direct
126	amazon.com/sp?seller=A3LVA57YIM23NJ	YSCEN
127	amazon.com/sp?seller=A3MO997DMW4BFD	guang zhou ming you shang mao you xian gong si
128	amazon.com/sp?seller=A3NRSUT9OAS0IO	ohshine
129	amazon.com/sp?seller=A3NV4JQMT68UE	guangzhoushipanyuqunancunniwensang wujindian
130	amazon.com/sp?seller=A3NWCXU7C8XB9F	yichendexiaodian
131	amazon.com/sp?seller=A3P91HIAM5XLOX	Joixxv Flagship Store
132	amazon.com/sp?seller=A3QKX2GCUGH9A1	Fei ang Trading Company
133	amazon.com/sp?seller=A3QS3RRUR3UHOQ	Gogfarocnsen
134	amazon.com/sp?seller=A3QZVL8Z591WLF	JRChuang US
135	amazon.com/sp?seller=A3RSDHCE0H8D2F	lichao888
136	amazon.com/sp?seller=A3SNAKVTU2UEXF	AoFuLai-Store
137	amazon.com/sp?seller=A3U4RDPNGOEJWM	Hot seller show
138	amazon.com/sp?seller=A3V2BTI1AUXE1N	Yequan
139	amazon.com/sp?seller=A4K6JS1WVEVYC	LoJWin
140	amazon.com/sp?seller=A5VZ5CNOVFG3R	WIPEEY
141	amazon.com/sp?seller=A5XWA26DDHHED	Huibi
142	amazon.com/sp?seller=A6P5YDLPWLYCA	Sztylong
143	amazon.com/sp?seller=A6QZ3STMTBVGQ	yaobener
144	amazon.com/sp?seller=A796DQQEEF2L8	vbbvffggjh
145	amazon.com/sp?seller=A8GQFL5I6MHXG	BLACKPINK LCC
146	amazon.com/sp?seller=A8TIJSE58EPRQ	Luo He Shan Ran Shang Mao You Xian Gong Si
147	amazon.com/sp?seller=AA06S0ZM9QEEO	CITY SEAL
148	amazon.com/sp?seller=ABLHD9EA11J5B	GQCJDM

149	amazon.com/sp?seller=AC6LN11BU812Q	Liming Textile
150	amazon.com/sp?seller=ACB58UCWDJMKO	LINKUO
151	amazon.com/sp?seller=ACN6EB8NHJY00	Xianlongxitaishangmaoyouxiangongsi
152	amazon.com/sp?seller=ACO254Q0YE514	BQOCOB
153	amazon.com/sp?seller=ADCK5O5F2TJJ8	Haoshijiakekeji
154	amazon.com/sp?seller=ADSUZLXMF1CYI	ADSUZLXMF1CYI
155	amazon.com/sp?seller=AFDND0L7OCFCN	VIZHUG Flagship Store
156	amazon.com/sp?seller=AGN24D8Z3UZOM	VICDONE US
157	amazon.com/sp?seller=AHM2EE6T52E2E	AQBHSRZ CA
158	amazon.com/sp?seller=AJNAYU41J6DCY	HFYDJDNMCNK
159	amazon.com/sp?seller=AJXNE1A3K5OLB	xinyongshangdian
160	amazon.com/sp?seller=AJZG0DL8883GF	Ming Yu Commercial Store
161	amazon.com/sp?seller=AMUJ20Z2HLMW2	shanxixingyitongshunshangmaoyouxiangongsi
162	amazon.com/sp?seller=AMYBUW6WVG536	Zyinmoe
163	amazon.com/sp?seller=ANZPYUIXDNOEL	QJ Autumn Trade
164	amazon.com/sp?seller=AOJZ5WAVPVLZE	evahouse-us
165	amazon.com/sp?seller=AOLW89QV7FT0D	arvinc-zqxjhm
166	amazon.com/sp?seller=AOX8U3MNOXPXM	dongyang xinran dianzishangwu youxiangongsi
167	amazon.com/sp?seller=ASXERW7AT25P	Tuknuga Direct
168	amazon.com/sp?seller=AT39M5D97UGWW	AT39M5D97UGWW
169	amazon.com/sp?seller=AVQASRQDJ35K8	GeniusCells US
170	amazon.com/sp?seller=AYWMK4LWN5PIQ	Lankweek01
171	amazon.com/sp?seller=AZDOMMC6W2407	Gemxuen
172	amazon.com/sp?seller=AZOH8D8C13ZSI	Huuazai
173	amazon.com/sp?seller=AZVKP9HVEWP62	AZVKP9HVEWP62
174	ebay.com/usr/billwei2021	billwei2021
175	ebay.com/usr/haohuoshangmao	haohuoshangmao
176	ebay.com/usr/korbesteby888	korbesteby888
177	ebay.com/usr/wellca4box	wellca4box
178	EXCEPTED	EXCEPTED
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200	EXCEPTED	EXCEPTED