

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

BBC STUDIOS DISTRIBUTION LTD,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-03139

Judge Manish S. Shah



PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff BBC Studios Distribution Ltd’s (“Plaintiff”) Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A attached hereto (collectively, the “Seller Aliases”).

The Court finds, in the absence of adversarial presentation, 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, Plaintiff 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 bearing unauthorized copies of the Bluey Copyrighted Design (U.S. Copyright Registration No. PA 2-308-864) and/or using infringing and

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

counterfeit versions of the federally registered BLUEY trademarks (the “BLUEY Trademarks”) to residents of Illinois. The BLUEY Trademarks are included in the below chart.

Registration Number	Trademark	Goods and Services
6,442,598		<p>For: Toys, namely, dolls, plush toys, soft sculpture toys in the shape of animals and imaginary animals, bath toys, action figures, vehicles, and playsets therefor; toy model cars, play balls; playing cards; plastic toys, namely, plastic scale models sold in kit form; toys; developmental toys, namely, infant developmental toys which develop children's fine motor skills and cognitive skills; wheeled toys, namely, toy cars and ride-on toys; toy scooters in class 28.</p>
6,662,122		<p>For: Non medicated toiletry preparations; non-medicated skin care preparations; cosmetics; non-medicated liquid and bar soaps; shampoos; talcum powder; preparations for use in the bath or shower, namely, bubble bath, bath foam, bath salts, bath oil, shower and hair gel; cosmetic preparations for cleaning the teeth; perfumes; eau de cologne; deodorants for personal use; essential oils in class 3.</p> <p>For: Baby diapers; disinfecting wipes; adhesive bandages; food for babies; powdered milk for babies in class 5.</p> <p>For: Downloadable data recordings, namely, audio, video, still and moving images and text featuring or relating to an animated character and story for</p>

		<p>children; downloadable educational and computer game software and mobile apps for children for the purpose of children's entertainment relating to an animated character and story for children; downloadable electronic publications namely books, magazines, e-zines featuring or relating to an animated character and story for children; baby monitors; baby scales in class 9.</p> <p>For: Jewelry; jewelry boxes; works of art of precious metal; clocks; watches; key chains in class 14.</p> <p>For: Printed publications, namely, magazines and books featuring or relating to an animated character and story for children; photographs; stationery; paint brushes; posters; postcards; greetings cards; collectable trading cards; printed invitations; diaries; calendars; photograph albums; scrap books; prints; gift bags; gift boxes, gift tags; gift wrap; writing instruments; stickers and transfers; ink stamps; personal organizers; address books; note books; pen and pencil holders; desk mats; paper table mats; folders; paper and cardboard coasters; crayons; sewing and knitting patterns; paper bunting; paper patterns for embroidery; paint trays; canvas for painting; palettes for painters; molds for modelling clays in class 16.</p> <p>For: Furniture; mirrors; furniture fittings, not of metal; high chairs for babies; infant walkers; chests for toys; picture frames; figurines of wood, wax,</p>
--	--	--

		<p>plaster and plastic; baby changing mats; mats for infant playpens; sleeping mats in class 20.</p> <p>For: Household and kitchen utensils, namely, ladles, spatulas and mixing spoons, kitchen tongs, camping grills, utensils for barbecues, namely, forks, tongs; containers for household use; combs; brushes; cleaning sponges; glassware; mugs; dishes; holiday ornaments, statuettes and figurines of ceramic, china, crystal, glass, earthenware, terra cotta and porcelain; bottles sold empty, insulated bottles and flasks sold empty; glass jars; egg cups; lunch boxes; plastic and leather coasters; serving trays; candlesticks; napkin rings and holders; soap boxes; tooth brushes; boxes of common metal for household use; paper plates and cups in class 21.</p> <p>For: Non-alcoholic beverages, namely, fruit beverages, fruit juices, carbonated beverages, and water; smoothies; syrups for beverages in class 32.</p> <p>For: Television and radio broadcasting; broadcasting and streaming of video and audio programming via the Internet; transmission, broadcast, and dissemination of audio, video, still and moving images, information, text and data whether in real or delayed time; the provision of online message transmission discussion forums; webcasting and podcasting; communication services, namely, providing electronic transmission of information stored in a database via</p>
--	--	--

		<p>interactively communicating computer systems in class 38.</p> <p>Provision of ongoing television programs and radio programs in the field of children's entertainment; educational services, namely, providing courses of instruction for children in the nature of early childhood instruction; providing information in the field of entertainment and education on-line from a computer database or the Internet, namely information related to children's entertainment relating to an animated character and story for children; providing a website featuring blogs and non-downloadable electronic publications in the nature of books, magazines, and articles featuring children's entertainment; organization, production and presentation of sports competitions, sports games, concerts, exhibitions, game shows, quiz shows, theatrical performances, and live performances featuring or relating to children's entertainment in class 41.</p>
--	--	--

THIS COURT FURTHER 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 trademark infringement because (1) the BLUEY 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 BLUEY Trademarks, and (3) Defendants' use of the BLUEY Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Unauthorized Bluey Products with Plaintiff. Plaintiff has also proved a *prima facie* case of copyright infringement because it has demonstrated that (1) Plaintiff is the owner of valid and enforceable Bluey Copyrighted Design, 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 Bluey Copyrighted Design on the Defendants' Online Marketplaces and the corresponding Unauthorized Bluey Products. Furthermore, Defendants' continued and unauthorized use of the BLUEY Trademarks and copying of the Bluey Copyrighted Design 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, and all persons acting for, with, by, through, under or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the BLUEY Trademarks 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 product that is not a genuine Bluey product or not authorized by Plaintiff to be sold in connection with the BLUEY Trademarks;

- b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Bluey Copyrighted Design in any manner without the express authorization of Plaintiff;
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Bluey 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 BLUEY Trademarks and/or the Bluey Copyrighted Design;
 - d. committing any acts calculated to cause consumers to believe that Unauthorized Bluey Products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and
 - e. 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the BLUEY Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Bluey Copyrighted Design.
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 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"), Etsy, Inc. ("Etsy"), 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 documents and records in such person's or entity's possession or control sufficient to determine:

- 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 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; and
 - c. 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, Inc. ("PayPal"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, Wish.com, Walmart, Etsy, 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 counterfeit and infringing goods using the BLUEY Trademarks and/or which bear the Bluey Copyrighted Design.

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, Etsy, DHgate, 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 and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto; 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 the Federal Rules of Civil Procedure 33, 34 and 36, related 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, 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 seven (7) calendar 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 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 Diane Hamer [17] and the TRO [22] 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 \$50,000 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: August 8, 2022

A handwritten signature in black ink, appearing to read 'Manish S. Shah', is written above a horizontal line.

Manish S. Shah
United States District Judge

**BBC Studios Distribution Ltd v. The Partnerships and Unincorporated Associations Identified on
Schedule "A" - Case No. 22-cv-3139**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	dongguanpacking.en.alibaba.com	Changsha Dongguan Packaging Products Co., Ltd.
2	cnsancai.en.alibaba.com	Dongguan Sancai Paper Co., Ltd.
3	pinlan.en.alibaba.com	Longyan Pinlan Trading Co., Ltd.
4	junxinaccessory.en.alibaba.com	Shishi Junxin Garment Accessories Co., Ltd.
5	junxinyy.en.alibaba.com	Shishi Junxin Yuanyi Trading Co., Ltd.
6	happyyeargifts.en.alibaba.com	Xianju Happy Year Gifts Factory
7	xiaodiantoy.en.alibaba.com	Yiwu Moyun Import And Export Co., Ltd.
8	xinqipackage.en.alibaba.com	Yiwu Xinqi Packaging Co., Ltd.
9	ywxintu1996.en.alibaba.com	Yiwu Xintu Import And Export Co., Ltd.
10	purpledream.en.alibaba.com	Yiwu Zimeng Trading Co., Ltd.
11	DISMISSED	DISMISSED
12	DISMISSED	DISMISSED
13	aliexpress.com/store/1102017847	Diy Anime Home Toys Store
14	aliexpress.com/store/1101945018	lovobabi Store
15	aliexpress.com/store/1101298367	makus Store
16	aliexpress.com/store/1100391230	Shop1100391230 Store
17	aliexpress.com/store/911553397	Shop911553397 Store
18	aliexpress.com/store/912005047	YiBenLun Birthday Party Store
19	amazon.com/sp?seller=A1YZUS2Q0OFDT0	A1YZUS2Q0OFDT0
20	amazon.com/sp?seller=A2NU7AEHPJRO2W	A2NU7AEHPJRO2W
21	amazon.com/sp?seller=A2RO57Z0DN3S2V	A2RO57Z0DN3S2V
22	amazon.com/sp?seller=A38DI7AODC0852	A38DI7AODC0852
23	amazon.com/sp?seller=A3FB7DKSQINS8E	A3FB7DKSQINS8E
24	amazon.com/sp?seller=A3P1NO8BGRSFOH	A3P1NO8BGRSFOH
25	amazon.com/sp?seller=A3GRMTD9ELWX4L	Acute-shop
26	amazon.com/sp?seller=A1GHDCX8R3Y8EW	AIKUJHLOIGF
27	amazon.com/sp?seller=A1T0C8OKH8W522	Amuse Park
28	amazon.com/sp?seller=AJ4TA5DNBKA7L	AROAM
29	amazon.com/sp?seller=A1E6T946GZEMSU	Baoteng
30	amazon.com/sp?seller=A2YR9VFFZAR0MD	Breasha
31	amazon.com/sp?seller=A2GJ5DEMTVQ8HT	BULUYI

32	amazon.com/sp?seller=A2VQJDHJU4PN4	Caiyangxym
33	amazon.com/sp?seller=A2XLQNZWZWK6KA	chenbodebeimeidianpu
34	amazon.com/sp?seller=A30V5GGR302LML	ChengGuBaiHuoDian US
35	amazon.com/sp?seller=A39R71X32N5RJT	CM Printing Co.
36	amazon.com/sp?seller=AV5FL650PR7IT	Cparty
37	amazon.com/sp?seller=AT4GE4XBHPKTO	CTZONE
38	amazon.com/sp?seller=A1TZSTMP07JE4	DACUIDEDIAN
39	amazon.com/sp?seller=A112DPLD38MVW6	Dalling
40	amazon.com/sp?seller=AEQOPF2H5IK1C	dandandedian
41	amazon.com/sp?seller=AQJD57UUCV1BE	dayyh
42	amazon.com/sp?seller=A2YTHJRIIN3SSK	dongguanshirilanhuaazhuangpinyouxiangongsi1231
43	amazon.com/sp?seller=A3J5SY9FECHYEP	Eugenereston
44	amazon.com/sp?seller=A2FQEZP3C2T6BY	Euttfon
45	amazon.com/sp?seller=A1O5QORQX3XVJK	FDHFGGRGD
46	amazon.com/sp?seller=A3HAWMM2FLBU4P	Force Cleaning Services Company Limited
47	amazon.com/sp?seller=A22SIGECID8VPR	ganghan
48	amazon.com/sp?seller=A2WNAV2EQNVF7F	GOLECHA
49	amazon.com/sp?seller=A2LP868U43RMR8	Gongqi e-com
50	amazon.com/sp?seller=A29X3LSV1UBF9H	GUANGZHOU FLY WALKING TRADING LIMITED
51	amazon.com/sp?seller=A2UIYB8Z3OYWO2	guopangpang
52	amazon.com/sp?seller=A2ZY7YVGS2E7LB	gymind
53	amazon.com/sp?seller=A2TGDXMXZF2CWI	hefeipouwaishangmaoyouxiangongsi
54	amazon.com/sp?seller=ALHI5GQVNC5KC	henanlutosishangmaoyouxiangongsi
55	amazon.com/sp?seller=AOJLGB9YZ0RGD	huohuaqms8
56	DISMISSED	DISMISSED
57	amazon.com/sp?seller=AY6QLZW1WV6GH	JiNanDeKaShangMaoYouXianGongSi
58	amazon.com/sp?seller=A1PVX5F7O4SLEJ	JINGREN
59	amazon.com/sp?seller=A31XMVTYIT2EO4	jkhkhkhkhgh
60	DISMISSED	DISMISSED
61	amazon.com/sp?seller=A2MU1HD99EZ6V	kangqidexiaodian
62	amazon.com/sp?seller=AJFSP6UGDZO20	Kangruida
63	amazon.com/sp?seller=A2UBO7JH2CZZKX	kjkhghghghgh
64	DISMISSED	DISMISSED
65	amazon.com/sp?seller=A1XPBCHB3KJG1Z	LAVENDA
66	amazon.com/sp?seller=A1G0VNNGVQ1SNV	liangzhangyun2
67	amazon.com/sp?seller=A3KNPTSIK1JCCD	LieDunDianZiShangWuYouXianGongSi
68	amazon.com/sp?seller=A3HY8KGV0MV79Y	little star shop
69	amazon.com/sp?seller=A35SBGMONNAKLP	LiuQingPingDeGongSi
70	amazon.com/sp?seller=A2UZ4D8SV0GU9C	LIXIANCHAOSHI US
71	amazon.com/sp?seller=A1SH8JH9M3JI21	lkkhghghghgh65
72	amazon.com/sp?seller=A1PP645P7A82KW	LUOXIAOHONG

73	amazon.com/sp?seller=A3O9NRWKPZBA2R	ManHuanYou
74	amazon.com/sp?seller=A3CQ7MVKE9I6J0	mideasparty
75	amazon.com/sp?seller=A20MOS3O23CHS2	MONIZEE
76	amazon.com/sp?seller=A2BHLGH3CD2PYV	nieyanhe's shop
77	amazon.com/sp?seller=ATUMJ1LJ201QE	panxueee
78	amazon.com/sp?seller=A1XX1Q4KAOE7Y9	Perfectionister-US
79	amazon.com/sp?seller=AW3M700LMKX8N	PEU
80	amazon.com/sp?seller=A2MO63LRX3O6KS	pomaostraws
81	amazon.com/sp?seller=A9VAIN2OVRLLWW	qixinyue
82	amazon.com/sp?seller=A13BHZ5H91JBK2	seassol us
83	amazon.com/sp?seller=A16ZE7M2TXXM8A	ShanShanLaiLa
84	amazon.com/sp?seller=AFV1L70E4Z0PF	shanxiliujiaxiangxuanmaoyiyouxiangongsi
85	amazon.com/sp?seller=A3VHVXV8H3EU8M	shengheqiche666
86	amazon.com/sp?seller=AMX4LBSRG3Q1D	shenzhen marine
87	amazon.com/sp?seller=A389RFXAYBR5J	Showmaker us
88	amazon.com/sp?seller=A39A8O6Z1WLVF5	SIRONGBH
89	amazon.com/sp?seller=A34GSBBWXXFO9P	Sunuyun
90	amazon.com/sp?seller=AXG5W77EK6FR7	suxiaojie
91	amazon.com/sp?seller=A2VJL5HHHEP40I	TO BUY
92	amazon.com/sp?seller=A3CC35HUH7AR1O	TRINITAS HK LiMiTeD
93	amazon.com/sp?seller=A2V7AY71QVFDL	uidingguowenhuachuanmeiyoux
94	amazon.com/sp?seller=A2KKV13UZMEJ0C	UKJKJA
95	amazon.com/sp?seller=A2AI9RRLIZCQYD	UOEMMRR
96	amazon.com/sp?seller=A1FVZ9IZS80Y7L	Viola-J
97	amazon.com/sp?seller=AEO0XBB52V2GT	wandemaie
98	DISMISSED	DISMISSED
99	amazon.com/sp?seller=A33SU0SWBI3OK5	wuni
100	amazon.com/sp?seller=AHTNMBHZE56ZD	XIANGQIANKAN
101	amazon.com/sp?seller=A2QTIC8UHJ18BK	xiaojingqidebeimeidianpu
102	amazon.com/sp?seller=A3HF7G0UE31OEJ	XUSHANGBIANMIN US
103	amazon.com/sp?seller=A34KTX2VAHJMK7	YINGCHUNNIEDIAN
104	amazon.com/sp?seller=A2TM6LXO5ECZ1X	zhanghengde508
105	amazon.com/sp?seller=A22JQQ9ZPBHB2W	zheshizhuanmai
106	walmart.com/seller/101112388	fengduo Buy
107	walmart.com/seller/101173546	ROUXIN
108	walmart.com/seller/101133411	Starynighty
109	walmart.com/seller/101133955	TEN10CENT
110	walmart.com/seller/101134165	Windy
111	wish.com/merchant/5e7c1b192c28de2545a2e908	Alexander Smith
112	wish.com/merchant/604c1bdd7f751c2a1bf31f39	linletao2154

113	wish.com/merchant/609f8f89c1a3dc097d13 17b8	liuguodong97515
114	wish.com/merchant/5fd04c9d05ef5d43d056 2806	xuji1177
115	wish.com/merchant/5f222f988a1e5c5b791c4 c86	zanghuade4113