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-03431

Judge Mary M. Rowland

Magistrate Judge M. David Weisman

PRELIMINARY INJUNCTION ORDER AS TO ALL REMAINING DEFENDANTS

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

THIS COURT HEREBY 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 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 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"), 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 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, 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 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, Etsy, 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 [17], and the TRO [23] 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: August 19, 2022

Mary M. Rowland

United States District Judge

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EnchantedMob, Inc. v. The Partnerships and Unincorporated Associations Identified on Schedule "A" - Case No. 22-cv-3431

Schedule A

Defendant Online Marketplaces			
No	URL	Name / Seller Alias	
1	aliexpress.com/store/1101747459	14 Store	
2	aliexpress.com/store/1101845319	140606 Store	
3	aliexpress.com/store/1101529941	400 Store	
4	aliexpress.com/store/1101295094	Ali Children's Toy Store	
5	aliexpress.com/store/1102129565	Anime House Toy Store	
6	aliexpress.com/store/1101590124	Bazinga Store	
7	aliexpress.com/store/1101979023	Boutique Household Supplies Store	
8	aliexpress.com/store/1101837669	Bu Mu Tu Store	
9	aliexpress.com/store/1101449141	Diversified toy store Store	
10	aliexpress.com/store/1102108675	Dream Romance Toys Store	
11	aliexpress.com/store/1101443715	Hand shake1119 Store	
12	aliexpress.com/store/1101892547	Hm's house products Store	
13	aliexpress.com/store/1101791140	Hypi Toy Store 12 Store	
14	aliexpress.com/store/1102018111	JIAN LIAN PARTY Store	
15	aliexpress.com/store/1101900038	JuerToys Store	
16	aliexpress.com/store/1101303972	Ladybug Store	
17	aliexpress.com/store/1101806592	LiuliToy Store	
18	aliexpress.com/store/1101781646	Naughty little toy Store	
19	aliexpress.com/store/1101845651	OKAL Store	
20	aliexpress.com/store/1101704725	ppeppa pig Store	
21	aliexpress.com/store/1101983294	Shop1100048140 Store	
22	aliexpress.com/store/1101983304	Shop1100052188 Store	
23	aliexpress.com/store/1101983957	Shop1100064019 Store	
24	aliexpress.com/store/1102010443	Shop1100193134 Store	
25	aliexpress.com/store/1102017190	Shop1100214352 Store	
26	aliexpress.com/store/1102012824	Shop1100215530 Store	
27	aliexpress.com/store/1102014328	Shop1100218479 151 Store	
28	aliexpress.com/store/1102040240	Shop1100344197 Store	
29	aliexpress.com/store/1100386382	Shop1100385454 Store	
30	aliexpress.com/store/1100385836	Shop1100385835 Store	
31	aliexpress.com/store/1100389283	Shop1100387290 Store	
32	aliexpress.com/store/1100386043	Shop1100388040 Store	
33	aliexpress.com/store/1102059896	Shop1102055940 Store	
34	aliexpress.com/store/1102062281	Shop1102059303 Store	

35	aliexpress.com/store/1102063933	Shop1102066046 Store
36	aliexpress.com/store/1102077226	Shop1102082181 Store
37	aliexpress.com/store/1102093341	Shop1102089432 Store
38	aliexpress.com/store/1102106093	Shop1102102145 Store
39	aliexpress.com/store/1102109886	Shop1102109885 Store
40	aliexpress.com/store/1102119554	Shop1102121520 Store
41	aliexpress.com/store/1102125008	Shop1102125007 Store
42	aliexpress.com/store/1102132637	Shop1102132636 Store
43	aliexpress.com/store/1102136720	Shop1102135777 Store
44	aliexpress.com/store/1102134799	Shop1102135779 Store
45	aliexpress.com/store/1102137612	Shop1102137611 Store
46	aliexpress.com/store/1102135599	Shop1102137613 Store
47	aliexpress.com/store/1102137777	Shop1102137776 Store
48	aliexpress.com/store/1102137614	Shop1102138518 Store
49	aliexpress.com/store/1102136563	Shop1102139571 Store
50	aliexpress.com/store/1102135600	Shop1102140566 Store
51	aliexpress.com/store/1102138774	Shop1102140821 Store
52	aliexpress.com/store/1101406972	Shop2880053 Store
53	aliexpress.com/store/1101265119	Shop3195061 Store
54	aliexpress.com/store/1101268165	Shop3214013 Store
55	aliexpress.com/store/1101438477	Shop5029035 Store (1)
56	aliexpress.com/store/1101342648	Shop5131085 Store
57	aliexpress.com/store/1101370344	Shop5589073 Store (1)
58	aliexpress.com/store/1101372364	Shop5594183 Store
59	aliexpress.com/store/1100625036	Shop825723 Store
60	aliexpress.com/store/1101540799	Shop910359323 Store
61	aliexpress.com/store/1101567887	Shop911064054 Store
62	aliexpress.com/store/1101605592	Shop911341036 Store
63	aliexpress.com/store/1101701240	Shop911775204 Store
64	aliexpress.com/store/1102015951	shopicky Store
65	aliexpress.com/store/1101367143	ShopPOKEMON Store
66	aliexpress.com/store/1102092186	Show interesting toy Store
67	aliexpress.com/store/1101937308	SILE Store
68	aliexpress.com/store/1101437481	Siling2016 Store
69	aliexpress.com/store/1102010514	Soft Plush Toy Store
70	aliexpress.com/store/1101717224	SR Toy Store
71	aliexpress.com/store/1101800235	sueno Store
72	aliexpress.com/store/1102052586	Sunnyhouse1988 Store
73	aliexpress.com/store/1102035337	Sute Vending Machine Store
74	aliexpress.com/store/1101324695	Syunn Store
75	aliexpress.com/store/1101835743	Takara Tomy 1 Store
76	aliexpress.com/store/1102047815	Tangsan Store
77	aliexpress.com/store/1101514962	Tender 02 Store

78	aliexpress.com/store/1101959686	There's a children's shop Store (1)
79	aliexpress.com/store/1102049100	Three Two Three Toy Store
80	aliexpress.com/store/1101137159	Threewalk Manufacturer Direct Store (1)
81	aliexpress.com/store/1102009090	Time toy Store
82	aliexpress.com/store/1101409147	TIMOVAPE Store
83	aliexpress.com/store/1101562309	Tintin Store
84	aliexpress.com/store/1101760435	Togetit Store
85	aliexpress.com/store/1101316207	TotoJay Dropshipping Store
86	aliexpress.com/store/1102102003	Toy 666 Store
87	aliexpress.com/store/1101950903	toy Elves shop Store
88	aliexpress.com/store/1102027169	Toy figure sticker shop Store
89	aliexpress.com/store/1101424244	Toy Funny World Store (1)
90	aliexpress.com/store/1101502712	toy home Store
91	aliexpress.com/store/1101953660	T-O-Y Store
92	aliexpress.com/store/1102088083	Toys Heaven Store
93	aliexpress.com/store/1101869433	Toy-sky Store
94	aliexpress.com/store/1101887586	Toy-Stickers Store
95	aliexpress.com/store/1101899670	ToyTime Gift Store
96	aliexpress.com/store/1101852643	TuMube Store
97	aliexpress.com/store/1101893248	Unnameable Toy Store
98	aliexpress.com/store/1101238553	Vsenfo Store
99	aliexpress.com/store/1101670696	Wakanda Toy Store
100	aliexpress.com/store/1101832623	wakwaka Store
101	aliexpress.com/store/1102026569	Wang fu rong garment Store
102	aliexpress.com/store/1101696279	wangyh0625 Store
103	aliexpress.com/store/1101847255	WARMHAT Store
104	aliexpress.com/store/1101497869	Waroom patch Store
105	aliexpress.com/store/1101901294	WeiDy Toy Store
106	aliexpress.com/store/1101812983	well hari Store
107	aliexpress.com/store/1101816867	WENLE TOY Store
108	aliexpress.com/store/1102001105	Wonder1and Store
109	aliexpress.com/store/1101952124	Wood-123 Store
110	aliexpress.com/store/1101939164	WooHooMissingPins Store
111	aliexpress.com/store/1101863512	Woww party Store
112	aliexpress.com/store/1101578272	XF Toy Factory Store
113	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
114	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
115	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
116	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
117	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
118	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
119	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
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 	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
 	etsy.com/shop/SkillfulWeaving	SkillfulWeaving
	walmart.com/seller/101106771	BAOFENG GROUP INC.
	walmart.com/seller/101136693	Donewelo
-	walmart.com/seller/101175006	Four Seasons Necessities
—	walmart.com/seller/101131236	Furman 199 store
179 v	walmart.com/seller/101175691	putianzhihuimaoyiyouxiangongsi
180	walmart.com/seller/101178319	shen zhen shi du wu ke ji you xian gong si
	walmart.com/seller/101176276	Shen Zhen Shi Jia Pa Ke Ji You Xian Gong Si
	walmart.com/seller/101137971	shenzhenshixinhuichengxinxijishuyouxia ngongsi
183 I	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
184 I	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
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	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
187 I	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
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189 I	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
190 I	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
191 I	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
192 I	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
193 I	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]
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196 I	PREVIOUSLY INCLUDED [32]	PREVIOUSLY INCLUDED [32]

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