

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

MERCIS B.V.,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-03600

**Judge Jorge L. Alonso**

**Magistrate Judge Sunil R. Harjani**

**PRELIMINARY INJUNCTION ORDER**

Plaintiff MERCIS B.V. (“MERCIS” 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 “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS MERCIS’ Motion as follows.

This Court finds MERCIS has provided notice to Defendants in accordance with the Temporary Restraining Order entered July 18, 2022, [17] (“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, MERCIS 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 [PLAINTIFF]'s federally registered trademarks protected by U.S. Trademark Registration Nos. 2,210,029; 2,482,597; 4,248,049; 5,516,174; 5,652,014; 5,663,554; 5,663,610; 5,706,346; 5,706,199; 5,706,279; 6,727,656 (the "MIFFY Trademarks") and/or products infringing the MIFFY Work, which is covered by Copyright Registration No. VA 1-054-563 (the "MIFFY Work") to residents of Illinois. In this case, MERCIS 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 purchase products using counterfeit and/or infringing versions of the MIFFY Trademarks and/or Miffy Work. *See* Docket No. [13], 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 MIFFY Trademarks and/or MIFFY Work.

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

Specifically, MERCIS has proved a *prima facie* case of trademark infringement and copyright infringement because (1) the MIFFY Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, the MIFFY

Work is registered with the United States Copyright Office (2) Defendants are not licensed or authorized to use any of the MIFFY Trademarks and/or MIFFY Work, and (3) Defendants' use of the MIFFY Trademarks and/or MIFFY Work is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with MERCIS. Furthermore, Defendants' continued and unauthorized use of the MIFFY Trademarks and MIFFY Work irreparably harms MERCIS through diminished goodwill and brand confidence, damage to MERCIS' reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, MERCIS 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 MIFFY Trademarks and MIFFY Work 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 MERCIS product or not authorized by MERCIS to be sold in connection with the MIFFY Trademarks and MIFFY Work;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MERCIS product or any other product produced by MERCIS, that is not MERCIS' or not produced under the authorization, control, or supervision of MERCIS and approved by MERCIS for sale under the MIFFY Trademarks and MIFFY Work;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of MERCIS, or are sponsored by, approved by, or otherwise connected with MERCIS; 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 MERCIS, nor authorized by MERCIS to be sold or offered for sale, and which bear any of MERCIS' trademarks or copyrights, including the MIFFY Trademarks and MIFFY Work, 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. Upon MERCIS' 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' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Alipay US, Inc. and its related companies and affiliates ("Alipay") and Alibaba Group Holding Ltd. ("Alibaba") (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to MERCIS 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, 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 Defendant Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Defendant Internet Stores; 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, Alipay and Alibaba, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
- 4. Upon MERCIS' request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, 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 MIFFY Trademarks and MIFFY Work.
- 5. Any Third Party Providers, including Alipay and Alibaba, shall, within (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, the e-mail addresses identified in Exhibit 3 to the Declaration

of Frank Padberg, 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.
6. MERCIS 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/or by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 3 to the Declaration of Frank Padberg 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 "CARP TALE Official Store and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and/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.
7. Schedule A to the Complaint [2], Exhibit 3 to the Declaration of Frank Padberg [13], and the TRO [17] are unsealed.
8. 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.

9. The Ten Thousand Dollar (\$10,000) bond posted by MERCIS 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 dark ink, consisting of a stylized 'J' and 'A' followed by a period, enclosed within a large, loopy oval.

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Jorge L. Alonso  
United States District Judge

Dated: August 12, 2022

**Schedule A**

| <b>No.</b> | <b>Defendant</b>  |
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| 1          | CARP TALE Official Store                                |
| 2          | Disny official Store                                    |
| 3          | Dropshoip Toy Store                                     |
| 4          | Fairy Godmother Toy Store Store                         |
| 5          | Healer Store  |
| 6          | Hoyi Official Store                                     |
| 7          | HQ Home appliance Store                                 |
| 8          | Mi Domestic Ware Store                                  |
| 9          | No Stress Store   |
| 10         | PP Dog Store  |
| 11         | Shop1100383939 Store                                    |
| 12         | Shop1102057281 Store                                    |
| 13         | Shop403793 Store  |
| 14         | SoCute100 Store   |
| 15         | Toysmaster Store  |
| 16         | TROISCONSEILS Store                                     |
| 17         | TUDA02 Store  |
| 18         | W-AKL Store   |
| 19         | Warm Daylight Shop Store                                |
| 20         | Wholesale Small items Store                             |
| 21         | Yinuoda NO.14 Store                                     |
| 22         | YM-TOY Store  |
| 23         | Z H toy Store   |
| 24         | ZLsunny Offical Store                                   |
| 25         | Bengbu City Lan Ying Purification Engineering Co., Ltd. |
| 26         | Changsha Wodemore Technology Co., Ltd.                  |
| 27         | Shanghai Yoya Trade Ltd.                                |
| 28         | Shenzhen YaYa Baby Products Co., Limited                |
| 29         | Shijiazhuang Taotao Trade Co., Ltd.                     |
| 30         | Yiwu Bobo Toys Co., Ltd.                                |
| 31         | Yiwu Yinwei Household Products Co., Ltd.                |
| 32         | 11 anime Store  |
| 33         | 4LB2KG Store  |
| 34         | Angel babies Store                                      |
| 35         | ANGOU SWEET STORE Store                                 |
| 36         | Appletree Kids Store                                    |
| 37         | Baby Corner Store                                       |
| 38         | Baby Fun Store Store                                    |
| 39         | Baby Islands Store                                      |
| 40         | Babyfond Official Store                                 |
| 41         | BabyLooks Store   |
| 42         | BabyWear Store  |



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| 43 | Be our guest Store                        |
| 44 | Be Sweetly Baby Store                     |
| 45 | Biao jicu Store                           |
| 46 | BORNICO Store                             |
| 47 | Cartoon trend stickers hand account Store |
| 48 | Century export factory Store              |
| 49 | ChaBin Drop Shipping Store                |
| 50 | ChenDie-Yikoumi Store                     |
| 51 | CHICBEBEE Store                           |
| 52 | China Industrial house Store              |
| 53 | Classical culture of Beijing China Store  |
| 54 | Coconut girl Store                        |
| 55 | COZINESS Official Store                   |
| 56 | Doanknow Official Store                   |
| 57 | edelweiss store                           |
| 58 | Elinfant Cloth Diaper Store               |
| 59 | Equity Store                              |
| 60 | Febwind Branch Store                      |
| 61 | Flamur HomeDecor Official Store           |
| 62 | Giselle toys Store                        |
| 63 | Gogo Store                                |
| 64 | Goodies for Home Store                    |
| 65 | GYYYG101 Store                            |
| 66 | Happy Toy Store Store                     |
| 67 | HappyFlute Cloth Diaper Store             |
| 68 | Hiatema Official Store                    |
| 69 | HKZN HKZN Official Store                  |
| 70 | Home-gift Store                           |
| 71 | ideaCCSZ Lingerie Nightdress Store        |
| 72 | ideaCCSZ Sexy Paj Drop Shipping Store     |
| 73 | Individuality goods store Store           |
| 74 | JQ Woman Bag Store                        |
| 75 | judybaby Store                            |
| 76 | JunQiMingYang Store                       |
| 77 | kaixin88 Store                            |
| 78 | kangobaby Official Store                  |
| 79 | Kids and Baby Quality Clothes Store       |
| 80 | kids life store Store                     |
| 81 | Koi Lucky Store                           |
| 82 | Lavender art spread Store                 |
| 83 | Leeon Tattoo Store                        |
| 84 | Leslie Store                              |
| 85 | Liam Baby Store                           |
| 86 | Lili Boutique Store                       |
| 87 | LinYong Store                             |

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| 88  | LITON Mother and kids Store      |
| 89  | Little Angels                    |
| 90  | LittleOrange Store               |
| 91  | LOKI77 Store                     |
| 92  | L-Star Store                     |
| 93  | Mayzolla baby Official Store     |
| 94  | Mengchong pets products Store    |
| 95  | Mrhuang Store                    |
| 96  | MYUE Official Store              |
| 97  | Naughty Cat Store                |
| 98  | Pet Lovers Global Store          |
| 99  | PowCube Store                    |
| 100 | Romantic house Bag Store         |
| 101 | RZHI Store                       |
| 102 | shemii toy Store                 |
| 103 | Shop1100003062 Store             |
| 104 | Shop1100087097 Store             |
| 105 | Shop1100177052 Store             |
| 106 | Shop1100368225 Store             |
| 107 | Shop1100383946 Store             |
| 108 | Shop1102086522 Store             |
| 109 | Shop1102093296 Store             |
| 110 | Shop1102122030 Store             |
| 111 | Shop3851040 Store                |
| 112 | Shop5780996 Store                |
| 113 | Shop911830015 Store              |
| 114 | Shop912489762 Store              |
| 115 | SKABLEM Store                    |
| 116 | Super play ha                    |
| 117 | TeZhu Sticker Store              |
| 118 | TF Children& Baby Products Store |
| 119 | TFUTUL Lighting Store            |
| 120 | Tokyo Life Store                 |
| 121 | Tomato Item Store                |
| 122 | toony Store                      |
| 123 | Toy & Mommy Loving Store         |
| 124 | Verydiscount Store               |
| 125 | wfspring Store                   |
| 126 | WNW Store                        |
| 127 | Wonderland Baby Store            |
| 128 | Xiangyun textiles Store          |
| 129 | xiaoyumao Store                  |
| 130 | Ya Ya toy Store                  |
| 131 | YANFU Nail Store                 |
| 132 | YanYan Store                     |

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| 133 | Yeqofcd Store   |
| 134 | yifeiler  |
| 135 | Yingying baby Store   |
| 136 | YingYingtoys Store  |
| 137 | Yinjue handbag factory Store  |
| 138 | Yiwudali beautiful life Store                                       |
| 139 | YOJOJOCO Official Store   |
| 140 | Youda Official Store  |
| 141 | YY Kawaii Bag Store   |
| 142 | ZEEGLE AW Store   |
| 143 | ZUOAN Store   |
| 144 | Anhui Greenmart Imp. & Exp. Co., Ltd.                               |
| 145 | Anhui RON.VE.XIN International Trade Co., Ltd.                      |
| 146 | Ankang Qinba Manchuang Toys Industry Operation Management Co., Ltd. |
| 147 | Dongguan Yourun Toys Ltd.   |
| 148 | Fuzhou Yibo Electronic Commerce Co., Ltd.                           |
| 149 | Guangxi Fuying Toys Factory   |
| 150 | Guangxi Jingzhou Import And Export Trading Co., Ltd.                |
| 151 | Guangzhou Chumu Biological Technology Co., Ltd.                     |
| 152 | Guangzhou Link Brand Textile Co., Ltd.                              |
| 153 | Hainan Juanda Electronic Commerce Company Ltd.                      |
| 154 | Hangzhou Lan Hu Technology Co., Ltd.                                |
| 155 | Hebei Lingmou Trading Co., Ltd.                                     |
| 156 | Hebei Yerong Trading Company Ltd.                                   |
| 157 | Jian'ou City Mirongfang Garment Co., Ltd.                           |
| 158 | Pujiang County Xinchun Baby Products Co., Ltd.                      |
| 159 | Pujiang Longxiang Industry & Trade Co., Ltd.                        |
| 160 | Shanghai Weipinhui Trading Co., Ltd.                                |
| 161 | Shaoxing Baolai Textiles Co., Ltd.                                  |
| 162 | Shaoxing Starke Textile Co., Ltd.                                   |
| 163 | Shaoxing Twins Trading Co., Ltd.                                    |
| 164 | Shaoxing Xiaonizi Textile Co., Ltd.                                 |
| 165 | Shaoxing Yanchen Trade Co., Ltd.                                    |
| 166 | Shenzhen Aise Technology Co., Ltd.                                  |
| 167 | Shenzhen Livoti Electronic Technology Limited                       |
| 168 | Shenzhen Xingboya Electronic Technology Co., Ltd.                   |
| 169 | Suzhou Hi-Life Trading Co., Ltd.                                    |
| 170 | Wuhan Tknow Technology Co., Ltd.                                    |
| 171 | Wuxi Dulcet Life Maker Co., Ltd.                                    |
| 172 | Xinxiang Quchuang Toys Co., Ltd.                                    |
| 173 | Yancheng Qiaotong Import And Export Co., Ltd.                       |
| 174 | Yangjiang Yihaiyuan Information Technology Co., Ltd.                |
| 175 | Yangzhou Aorunju Gifts Co., Ltd.                                    |
| 176 | Yangzhou Dulala Crafts Ltd.   |

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| 177 | Yangzhou Jinrunan Maternity & Baby Products Co., Ltd. |
| 178 | Yangzhou New Start Animation Co., Ltd.                |
| 179 | Yiwu Aishan Trading Co., Ltd.                         |
| 180 | Yiwu Chutai Art&Crafts Co., Ltd.                      |
| 181 | Yiwu Dazzer Cloth Co., Ltd.                           |
| 182 | Yiwu Fangju Arts & Crafts Factory                     |
| 183 | Yiwu Haiyin Trading Co., Ltd.                         |
| 184 | Yiwu Snuggly Textile Co., Ltd.                        |
| 185 | Yiwu Youyi Trade Co., Ltd.                            |
| 186 | Yizheng City Hongmer Electronics Co., Ltd.            |