

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

DYSON TECHNOLOGY LIMITED,

Plaintiff,

v.

THE PARTNERSHIPS AND  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No. 22-cv-03749

**Judge Virginia M. Kendall**

**Magistrate Judge Jeffrey Cummings**

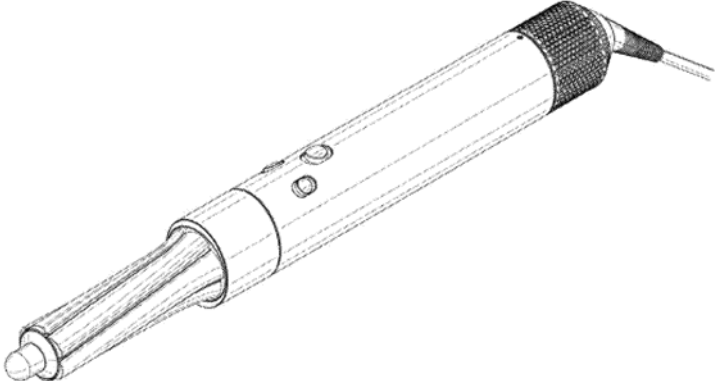
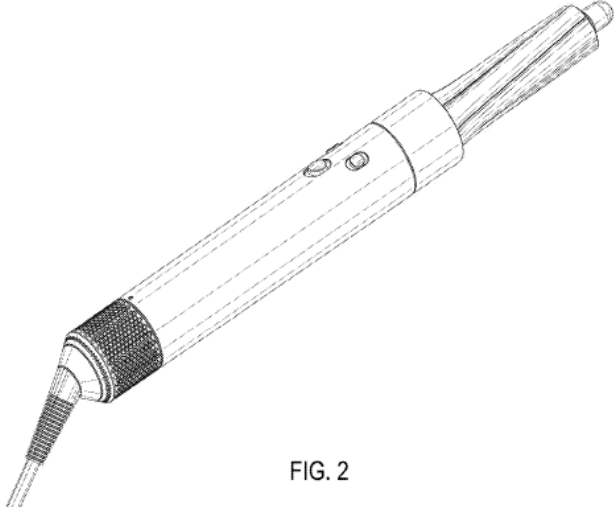



**PRELIMINARY INJUNCTION ORDER**

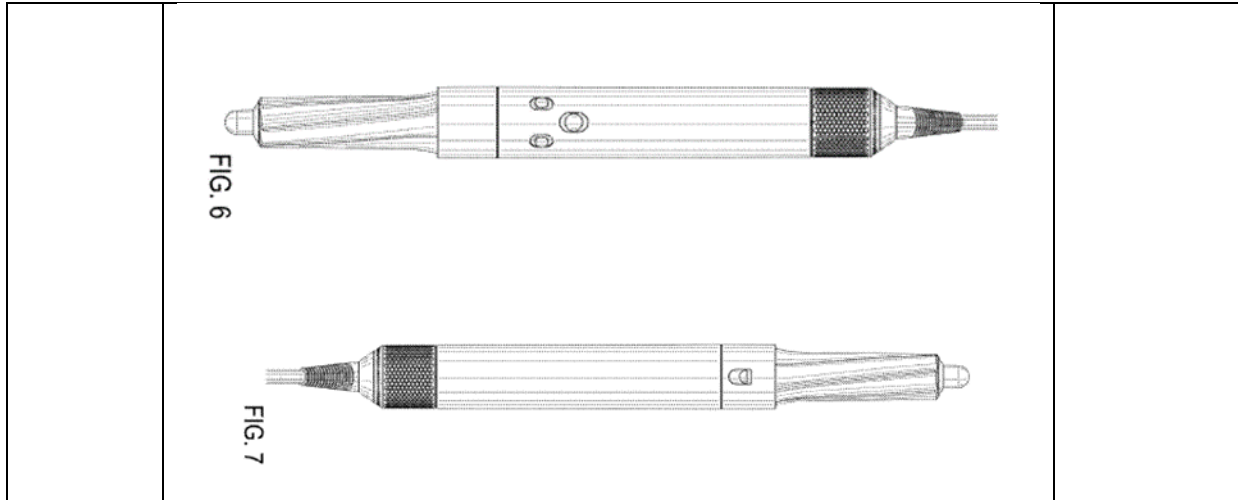
THIS CAUSE being before the Court on Plaintiff Dyson Technology Limited (“Dyson” or “Plaintiff”) Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in its entirety against the fully interactive, e-commerce stores<sup>1</sup> 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 the same product that infringes directly and/or indirectly Plaintiff’s United States design patent in the below chart (the “Dyson Design”).

---

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

Patent Number	Claim	Issue Date
D853,642	<div><p>FIG. 1</p><p>FIG. 2</p><p>FIG. 3</p><p>FIG. 4</p><p>FIG. 5</p></div>	July 9, 2019



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 Dyson’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Dyson has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Dyson will suffer irreparable harm if the injunction is not granted. Specifically, Dyson has proved a *prima facie* case of design infringement because (1) Dyson is the lawful assignee of all right, title and interest in and to the Dyson Design, (2) Defendants make, use, offer for sale, sell, and/or import into the United States for subsequent sale or use products that infringe directly and/or indirectly the ornamental design claimed in the Dyson Design, and (3) an ordinary observer would be deceived into thinking the Infringing Product was the same as the Dyson Design. Furthermore, Defendants’ continued and unauthorized use of the Dyson Design irreparably harms Dyson through loss of customers’ goodwill, reputational harm, and Dyson’s ability to exploit the Dyson Design. Monetary damages fail to address such damage and, therefore, Dyson 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 other persons acting in active concert or participation with them be preliminarily enjoined and restrained from:
  - a. offering for sale, selling and importing any products not authorized by Dyson and that include any reproduction, copy or colorable imitation of the design claimed in the Dyson Design;
  - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the Dyson Design; and
  - c. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a) and (b).
2. Upon Dyson'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 Dyson 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; and
  - c. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, attorneys, confederates, 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 Dyson'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 using the Dyson Design.
4. Defendants shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

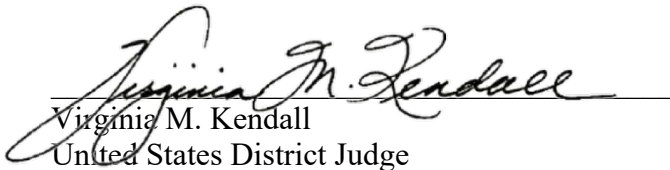
5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
  - a. locate all accounts and funds connected to Defendants' Seller Aliases, including, but not limited 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. Dyson 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, 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.

Dyson 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. Dyson 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 Defendants 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 1 to the Complaint [3], Exhibit 2 to the Declaration of Giles Samuel Lane [18], and the Temporary Restraining Order [26] 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 Dyson 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 29, 2022

  
Virginia M. Kendall  
United States District Judge

**DYSON TECHNOLOGY LIMITED v. The Partnerships and Unincorporated Associations Identified on  
Schedule "A" - Case No. 22-cv-3749**

## Schedule A

<b>Defendant Online Marketplaces</b>		
<b>No</b>	<b>URL</b>	<b>Name / Seller Alias</b>
1	aliexpress.com/store/1100234054	MOSU Official Store
2	aliexpress.com/store/1100386522	AIREKO Store
3	aliexpress.com/store/1101393227	3Dprinter Store
4	aliexpress.com/store/1101431732	Shop4693017 Store
5	aliexpress.com/store/1101947546	Shine on you Store
6	aliexpress.com/store/4746024	Tattoo_Tattoo Store
7	aliexpress.com/store/900236392	Shop900236392 Store
8	aliexpress.com/store/911527059	Tattoo Hyaluronic Acid Store
9	aliexpress.com/store/911799362	Future Beautys Store
10	aliexpress.com/store/912025126	Cooler Booboo Store
11	aliexpress.com/store/912360389	FEMININE BEAUTY Official Store
12	aliexpress.com/store/1100345811	Neuse Appliances Store
13	aliexpress.com/store/1102048714	Shop1100367090 Store
14	aliexpress.com/store/1102050462	Beiyue04 Store
15	aliexpress.com/store/1102081469	foxicare Official Store
16	aliexpress.com/store/5425106	BT Your Life Store
17	aliexpress.com/store/910568351	Healthy Life 7day Store
18	aliexpress.com/store/912248194	Oladipo Store
19	amazon.com/sp?seller=A14L7K9MCHN65C	LEING FST store
20	amazon.com/sp?seller=A158V00XJUR3PZ	Mushop 7-14 Days Arrive
21	amazon.com/sp?seller=A15J8HMNGZ2I4U	hnshksmzsmxgs
22	amazon.com/sp?seller=A16H0H9UUTEI9U	BuyWoDeDiaoYM
23	amazon.com/sp?seller=A16H5PJJ2CIJ1	Chengdujingzhuanchendianzish angwuyouxiangongsi
24	amazon.com/sp?seller=A18PV17ODN8MB7	xilishi123
25	amazon.com/sp?seller=A1AVJUFUN9JE3L	YuanFengYun
26	amazon.com/sp?seller=A1BM3OC0I8V75G	lululiya
27	amazon.com/sp?seller=A1D95OP2D52HSQ	yuanfazoosne
28	amazon.com/sp?seller=A1FJZGSL78JCIW	wjbuxin
29	amazon.com/sp?seller=A1GKXZSMG5XEH2	ZhanMu LTD
30	amazon.com/sp?seller=A1GZP7JWVW1G28	BaiYiTing-US
31	amazon.com/sp?seller=A1JOZKYH6KF4YX	Hai Kou Shi Yu Fei Feng Mao Yi You Xian Gong Si

32	amazon.com/sp?seller=A1L21NWNBAB3SD	DESHUNJIANZHU
33	amazon.com/sp?seller=A1L54WJ7U2I3LA	A1L54WJ7U2I3LA
34	amazon.com/sp?seller=A1LJ4L3L3EXJS5	BIGHENG
35	amazon.com/sp?seller=A1MW97CA0PKAD4	T-uniacbo
36	amazon.com/sp?seller=A1S2BOAUGML4L5	Shanxi Wenfu Technology Co., Ltd.
37	amazon.com/sp?seller=A1XQOMETXA5BNT	Abys-US
38	amazon.com/sp?seller=A1XUY61IWEPMB	RuXiang
39	amazon.com/sp?seller=A1XVX7QMQQVO4M	yangwenhang
40	amazon.com/sp?seller=A22ADZBER0DXKG	XWJ-DE
41	amazon.com/sp?seller=A267A3W3H5VE0V	Szjitong
42	amazon.com/sp?seller=A2A5HGSNSDZDMW	A2A5HGSNSDZDMW
43	amazon.com/sp?seller=A2BY307U49YO2B	ZEZAT
44	amazon.com/sp?seller=A2DMTZTU2AX4BW	gaomiaodexiaodian
45	amazon.com/sp?seller=A2DQ8CYNZNQEUT	MMmedianpu
46	amazon.com/sp?seller=A2FSB1Q0PUJ90T	DersBasy
47	amazon.com/sp?seller=A2I8FV738KFAUI	us commodity
48	amazon.com/sp?seller=A2IUH4VOYAHLAM	MSHOLY
49	amazon.com/sp?seller=A2JTB4UTD7Z0EO	kunmingsenshuanshangmaoyouxiangongsi
50	amazon.com/sp?seller=A2K3VQ7FF5YPJY	Zhenlong Hesheng
51	amazon.com/sp?seller=A2P7J8VDLURKFH	laiyji11
52	amazon.com/sp?seller=A2QLYEJXMD0KJE	YUANZONGDIANZI
53	amazon.com/sp?seller=A2UWLOIEX4DRPI	YTTYSH-US
54	amazon.com/sp?seller=A2VSWLET2MOOBF	A2VSWLET2MOOBF
55	amazon.com/sp?seller=A2XOINJPOKA43O	mamamadian
56	amazon.com/sp?seller=A2YGS5RRTTGCPL	Yikpo
57	amazon.com/sp?seller=A30QS8PJTRZ6H0	WUGONGWU
58	amazon.com/sp?seller=A31L3VH5B8QYNA	A31L3VH5B8QYNA
59	amazon.com/sp?seller=A32WYECVU5O505	One-one-go
60	amazon.com/sp?seller=A34JVOXJJ4S1H2	sanmenxianxiliechaoshi
61	amazon.com/sp?seller=A34NGBXG7FCRZ3	MNHBZGYT5TGYHQWEW
62	amazon.com/sp?seller=A36WO0JAITMSKH	DITAIX-US
63	amazon.com/sp?seller=A39L18SCWL9BVP	YuanbaTradingCompany
64	amazon.com/sp?seller=A39NLV0DMZT2MO	ccrlz
65	amazon.com/sp?seller=A3BP4CCE15DXRT	GBWEN
66	amazon.com/sp?seller=A3DDVXFZGK85FK	leidonping
67	amazon.com/sp?seller=A3EHEOJZXTZR1I	ianyulu
68	amazon.com/sp?seller=A3FDZERUOBDMVV	XIANGHAIPINGGONGSI
69	amazon.com/sp?seller=A3GKOGW4WKAZQ1	A3GKOGW4WKAZQ1
70	amazon.com/sp?seller=A3J45RZOKNPYMY	LF Super Supply
71	amazon.com/sp?seller=A3JI2MZ2A00GX7	lang shi yu shop
72	amazon.com/sp?seller=A3LOUMC0L4U5Q6	Dolosenshop

73	amazon.com/sp?seller=A3LQP3HV2HPEOY	A3LQP3HV2HPEOY
74	amazon.com/sp?seller=A3MTF3QKPPZ8CR	wangzihua1
75	amazon.com/sp?seller=A3NDMHOQGYRJFJ	DanDan&SiSi
76	amazon.com/sp?seller=A3OCAXRS0YOS7X	Yestar-US
77	amazon.com/sp?seller=A3PF09RH4IWOT8	huanghoujin
78	amazon.com/sp?seller=A3PF5QZYNKPH7U	A3PF5QZYNKPH7U
79	amazon.com/sp?seller=A3RBD1QAIPFPB8	HENGYYG
80	amazon.com/sp?seller=A3RBIDG7DL2T8X	nhsdfgasfgsd
81	amazon.com/sp?seller=A3S0MNLUT3PWTD	luoheshiyanlianshangmao
82	amazon.com/sp?seller=A3SK54BQKAKE4	fitsee
83	amazon.com/sp?seller=A3TCRCAETCNQBC	FDSFDS877ASD
84	amazon.com/sp?seller=A4S9BX92H3GUV	ShellbyLI
85	amazon.com/sp?seller=A7V6RXTPRI5IB	yuqihuanmaoyi
86	amazon.com/sp?seller=A85PJXOL9YQFU	jschangding
87	amazon.com/sp?seller=A9Q1MV5HOBRE0	JiaFei US
88	amazon.com/sp?seller=ACP4GI9TGQS9Q	JIONGRUAN
89	amazon.com/sp?seller=AD1CTA1IFQNNQ4	AEKE-US
90	amazon.com/sp?seller=ADH2TY7UHF6T3	Nomi-US
91	amazon.com/sp?seller=AF31TD27UGJNA	WeiXiaoYan-EU
92	amazon.com/sp?seller=AH3ZNNNTT4VIJM	LiuWeiLongZH
93	amazon.com/sp?seller=AH4RJC5AISP90	HKJDSHKN3JDHS
94	amazon.com/sp?seller=AHW77ESD9TAYQ	xiangzhengdexiaodian
95	amazon.com/sp?seller=AITEZ2HFQPG0F	JGDERTNB
96	amazon.com/sp?seller=AJVPMUZTJRZG4	zengzongcheng
97	amazon.com/sp?seller=AKNETWSB0P75E	LADYNANA US
98	amazon.com/sp?seller=AKX4HABN7O4QY	HUIBAOBEST
99	amazon.com/sp?seller=ANQXRIRNYLICQ	ANQXRIRNYLICQ
100	amazon.com/sp?seller=ARTKMNYU6LUEU	xingyuusBig Promotion
101	amazon.com/sp?seller=ASKQB1TT89MON	henanshengsiyichenshangmaoyouxiangongsi
102	amazon.com/sp?seller=ASML1Z9V19SY4	TAROMUN
103	amazon.com/sp?seller=AW11ZSD1KCU3Q	hailantianLtd
104	amazon.com/sp?seller=AXH97VC2OPPJJQ	yiren123
105	amazon.com/sp?seller=AY3HRHN2F5ANK	EXECT GROUP CO.,. Ltd
106	dhgate.com/store/20731439	aigood Store
107	dhgate.com/store/20732704	grose Store
108	dhgate.com/store/21280266	kmy_01 Store
109	dhgate.com/store/21636113	yifantech2021 Store
110	dhgate.com/store/21697784	vigor_girl Store
111	dhgate.com/store/21750851	fzctr01 Store
112	ebay.com/usr/dreamtoucher66	dreamtoucher66
113	ebay.com/usr/eternalmaker6	eternalmaker6

114	ebay.com/usr/fectdyly	fectdyly
115	ebay.com/usr/global-batteries	global-batteries
116	ebay.com/usr/global-eshop	global-eshop
117	ebay.com/usr/global-eshopping	global-eshopping
118	ebay.com/usr/plz-store	plz-store
119	ebay.com/usr/reallyhome	reallyhome
120	ebay.com/usr/tforuk3	tforuk3
121	ebay.com/usr/tractdino	tractdino
122	ebay.com/usr/wa4meco40	wa4meco40
123	ebay.com/usr/xiayuxin	xiayuxin
124	ebay.com/usr/yiyiyicheng	yiyiyicheng
125	ebay.com/usr/zerocheck	zerocheck
126	ebay.com/usr/zhxibin15	zhxibin15
127	walmart.com/seller/101082996	Pro Seller
128	walmart.com/seller/101090425	Liferen Direct
129	walmart.com/seller/101095792	HUB HOME
130	walmart.com/seller/101108782	Guangzhoukalelimaoyiyouxiangongsi
131	walmart.com/seller/101112296	Looling
132	walmart.com/seller/101128218	Elecsop
133	walmart.com/seller/101133225	Nail Salon
134	walmart.com/seller/101134302	yuanhuisheng
135	walmart.com/seller/101136588	Merzam
136	walmart.com/seller/101137090	shenzhenshimeixiangyijiumaoyiyouxiangongsi
137	walmart.com/seller/101138033	zhengzhouzhunianshangmaoyouxiangongsi
138	walmart.com/seller/101138041	Yadala
139	walmart.com/seller/101173325	FRUIPAR
140	walmart.com/seller/101173596	otolemur
141	walmart.com/seller/101174259	zhengzhoupeitaomaoyiyouxiangongsi
142	walmart.com/seller/101175050	MASOCIO
143	walmart.com/seller/101175999	Blirik
144	walmart.com/seller/101176344	Miruku
145	wish.com/merchant/527bc41f2dcc6452547fdf2b	BeautyINBox
146	wish.com/merchant/5a1edfea6ea4a71d6190e60f	FUNGEHglass
147	wish.com/merchant/61cd1335ad0c312b6c1b137e	duxukang6066
148	wish.com/merchant/579094204c20bc43b90256f7	erkino

149	wish.com/merchant/5848cb58a55ed26a8eacbc95	topgee
150	wish.com/merchant/58a7a99cc9309f50fcbec866	Jane's Box
151	wish.com/merchant/5ad2f08d18d92135a3753bcf	Hua Yaosheng flourishing business
152	wish.com/merchant/5b8509ddf2f68b53bc7fd98f	home98
153	wish.com/merchant/5de879664c9c823d9cc14a33	XIAOlvluo
154	wish.com/merchant/5e71ca55f2bef60f6fbd36b8	LY12
155	wish.com/merchant/6150e2f8a4544ea7a14b64e8	Express Terracota Store
156	wish.com/merchant/61727e377eecd8a5cab1eb55	Tu Chery
157	wish.com/merchant/6173c3eb399ab7711d75d09c	zhanxiaowen4974