

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

CRAYOLA PROPERTIES, INC.,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-03902

Judge Jorge L. Alonso

Magistrate Judge M. David Weisman

PRELIMINARY INJUNCTION ORDER


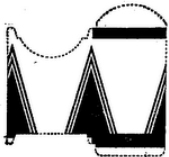
Plaintiff Crayola Properties, Inc. (“Plaintiff”) filed a Motion for Entry of a Preliminary Injunction, against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (the “Seller Aliases”). After reviewing the Motion and the accompanying record, this Court grants Plaintiff’s Motion in part as follows.

This Court finds Plaintiff has provided notice to Defendants in accordance with the Temporary Restraining Order entered August 12, 2022, [24] (“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 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 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

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

products using infringing and counterfeit versions of Plaintiff's federally registered trademarks ("CRAYOLA Trademarks") to residents of Illinois. A list of the CRAYOLA Trademarks is included in the below chart.

Registration No.	Trademark	Goods and Services
1,105,850		For: Paint in class 002. For: Artists' painting paper; crayons; coloring sheets and coloring books in class 016. For: Children's play craft kits in class 028.
717,196		For: Crayons and chalk in class 016.
641,294	CRAYOLA	For: Finger paint in class 002.
644,752	CRAYOLA	For: Crayons in class 016.
987,896	CRAYOLA	For: Chalk for drawing and writing purposes in class 016.
1,088,807	CRAYOLA	For: Toy-namely, craft kits in class 028.
1,089,181	CRAYOLA	For: Art kits containing clay in class 016.
1,090,330	CRAYOLA	For: Markers in class 016.
1,146,580	CRAYOLA	For: Water colors in class 002.

1,156,890	CRAYOLA	For: Paints for artists and children in class 002.
1,116,380	CRAYOLA	For: Art kit containing paint in class 016.
1,160,926	CRAYOLA	For: Art and craft and stationery adhesives, such as white paste and glue in class 016.
1,173,166	CRAYOLA	For: Art and craft paints and art and craft brushes sold in the form of kits containing a brush and paint; paper for art and craft painting or coloring in class 016.
1,279,429	CRAYOLA	<p>For: Paints; colors in class 002.</p> <p>For: Chalk; crayons; crayon sharpeners; markers; modeling clay; art kits, art supplies and art materials comprising art brushes, art rubbing boards, art supplies and materials carrying cases, art drawing paper, art guide sheets and instructions, chalkboards, tables constructed to hold easels upright, easels, erasers, pencils, retainer trays for art materials and supplies, sketch pads, stencils, tracing paper, coloring kits, supplies and materials comprising coloring instructions, coloring books, pre-printed drawing sheets, wipe clean coloring surfaces; play books; coloring books; craft kits, craft supplies and craft materials for children and young people comprising art and craft glue, craft project booklets, worksheets and instructions, craft materials and supplies carrying pouches, craft drawing boards, construction paper, pre-printed and plain drawing paper, painting medium, playboards, scissors, tracing paper, wipe-off game boards in class 016.</p> <p>For: Hobby kits comprising crayoning and coloring games, game materials retainer trays, game instructions in class 028.</p>
4,361,571	CRAYOLA	For: Drawing toys in class 028.

5,966,044	SCRIBBLE SCRUBBIE	For: Art activity kits containing washable marker pens in class 016. For: Art activity kits containing toy figurines in class 028.
560,758		For: Plastic known as organosilicon designed and sold for use as a modeling clay and amusement device by children in class 028.
4,237,806	SILLY PUTTY	For: Plastic known as organosilicon designed and sold for use as a modeling clay and amusement device by children, namely, toy putty in class 028.
5,814,705	GLOBBLES	For: Play balls in class 028.

This Court also finds that 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 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 CRAYOLA 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 the CRAYOLA Trademarks, and (3) Defendants' use of the CRAYOLA Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff. Furthermore, Defendants' continued and unauthorized use of the CRAYOLA Trademarks 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 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 CRAYOLA 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 Crayola product or not authorized by Plaintiff to be sold in connection with the CRAYOLA Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Crayola 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 CRAYOLA Trademarks;
 - 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. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, or returning 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 CRAYOLA Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.

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, 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 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, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay,

- 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 CRAYOLA Trademarks.
 4. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
 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, 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.
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 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 2 to the Declaration of Al Mauro [17], and the TRO [24] 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. Any third party impacted by this Order may move for appropriate relief.
 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.

Dated: September 6, 2022

IT IS SO ORDERED.

A handwritten signature in dark ink, consisting of a large, loopy 'J' followed by 'L. A.' and a period.

Jorge L. Alonso
United States District Judge

**Crayola Properties, Inc. v. The Partnerships and Unincorporated Associations Identified on
Schedule "A" - Case No. 22-cv-3902**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	amazon.com/sp?seller=A1PMAMH2HW19N1	BOSCW
2	amazon.com/sp?seller=A4Z01818OU39G	zhangyuanxianghengmaoda
3	amazon.com/sp?seller=A3V5ZO1CDBAG8Q	onehill
4	aliexpress.com/store/5049337	Avengerss Store
5	aliexpress.com/store/5587047	babytoy buyer Store
6	aliexpress.com/store/5260281	Art Life drop shipping Store
7	aliexpress.com/store/911475064	yo ro zu ya Store
8	aliexpress.com/store/912072524	Orstarry Oficial Store
9	aliexpress.com/store/2945166	ShenzhenYieryiTechnologyCo. Store
10	aliexpress.com/store/1100263056	Shop1100263056 Store
11	aliexpress.com/store/912181057	CN Cycling Hobby Shop Store
12	aliexpress.com/store/2674153	Dropshipping Baby Toy Store
13	aliexpress.com/store/912260342	WENLE TOY Store
14	aliexpress.com/store/5007213	Shop5007213 Store
15	aliexpress.com/store/5729304	ACNH Store
16	aliexpress.com/store/912163476	Unibull dogs Product Store
17	aliexpress.com/store/910554234	Shop910554234 Store
18	aliexpress.com/store/4405122	Pink Toy Store
19	aliexpress.com/store/912189074	JIMITU JIMITU Official Store
20	aliexpress.com/store/5047080	Grobals Dropshipping Store
21	aliexpress.com/store/5870588	PaDa Toy Store
22	wish.com/merchant/5347999b34067e7ae3ec8556	siyrele
23	wish.com/merchant/5fa571ac512709e3802966ed	tiendasnoel
24	wish.com/merchant/5f6e57248dfe11a1d0f2f8ea	Llaves for house
25	wish.com/merchant/545de85e1280fa412962485a	GuangZhou ChungKong Network Technology Co., Ltd.
26	wish.com/merchant/56e94bacc8dcde58419cc985	Independ freedom
27	shfutelai.en.alibaba.com	Shanghai Fu Te Lai Import And Export Co., Ltd.

28	amazon.com/sp?seller=AULUXZ2T4YWM	Luiryare(7-14DaysDelivery)
29	feekergroup.en.alibaba.com	Anyang Feeker Trading Co., Ltd.
30	xinruitoy.en.alibaba.com	Yiwu Xinrui Toys Co., Ltd.
31	weiduo656122.en.alibaba.com	Yiwu Weiduo E-Commerce Firm
32	hnfek.en.alibaba.com	Henan Feeker Import And Export Co., Ltd.
33	homi-intl.en.alibaba.com	Dongguan Homi E-Commerce Co., Ltd.
34	smartibm.en.alibaba.com	Shenzhen Smartibm Industry Co., Ltd.
35	qdppretty.en.alibaba.com	Qingdao Pretty International Trade Co., Ltd.
36	cnhlty.en.alibaba.com	Changshu Hualing Culture Communication Co., Ltd.
37	ncbd.en.alibaba.com	Shenzhen Newchabridge Development Co., Ltd.
38	gallopbright.en.alibaba.com	Dongguan Hengli Yanhui Gift Factory
39	cnmeiyang.en.alibaba.com	Jinhua Meiyang Electronic Commerce Co., Ltd.
40	ctgyp.en.alibaba.com	Yiwu Chutai Art&Crafts Co., Ltd.
41	yotoys.en.alibaba.com	Dongguan Yotoys Plastic Fty. Co., Ltd.
42	zhoyatoys.en.alibaba.com	Zhejiang Zhoya International Trade Co., Ltd.
43	lvbady.en.alibaba.com	Yiwu Junnuo Electronic Technology Co., Ltd.
44	boutique.en.alibaba.com	Dong Guan Boutique Living Product Co., Ltd.
45	newcheer.en.alibaba.com	Hefei Newcheer Trading Co., Ltd.
46	gzlinke.en.alibaba.com	Guangzhou Linke International Trade Co., Ltd.
47	ebay.com/usr/yuanxiaohui	yuanxiaohui
48	ebay.com/usr/smellsuble	smellsuble
49	ebay.com/usr/mmbead	mmbead
50	ebay.com/usr/sportshome_factory	sportshome_factory
51	ebay.com/usr/cherrybuyer	cherrybuyer
52	amazon.com/sp?seller=A1TZ9F012P51OF	QWJJ
53	amazon.com/sp?seller=A1P8ANMQB70Q6X	laiweiNA
54	wdspring.en.alibaba.com	Yiwu Luxin Home Textile Co., Ltd.
55	hongdebopin.en.alibaba.com	Zhongshan Hongdebo Crafts Co., Ltd.
56	dhgate.com/store/14498801	Bestdeals! Choose us choose to win! Store
57	dhgate.com/store/14498782	Bestoffers factory Store
58	dhgate.com/store/14774574	Hat Scarf Factory Store
59	dhgate.com/store/21212538	topbriliant2020 Store

60	footbag.en.alibaba.com	Shenzhen Hua Yi Liansheng Toys Limited
61	aliexpress.com/store/2678042	Muiltury Normstil Store
62	aliexpress.com/store/912328134	Sensible baby Store
63	aliexpress.com/store/911792660	Two Worlds Store
64	cnlanyabeauty.en.alibaba.com	Qingdao Lanya Beauty Cosmetic Co., Ltd.
65	everisefitness.en.alibaba.com	Suzhou Everise Fitness Co., Ltd.
66	shiyunsport.en.alibaba.com	Yiwu Shiyun Sporting Goods Co., Ltd.
67	gdshengfei.en.alibaba.com	Qingyuan Shengfei Household Product Co., Ltd.
68	dgjinhui.en.alibaba.com	Dongguan Jinhui Packing Material Co., Ltd.
69	aliexpress.com/store/912176889	Happy-paradise Store
70	aliexpress.com/store/911870076	Outplay Store
71	aliexpress.com/store/4928022	Dreamer Childhood Store
72	aliexpress.com/store/4707014	Ee Party Store
73	aliexpress.com/store/1100036030	Happy Babe Store
74	aliexpress.com/store/1100269134	Dropshipping wholesale Store
75	aliexpress.com/store/5243274	aimaibumai Store
76	aliexpress.com/store/912148202	Swallow Pioneers Store
77	aliexpress.com/store/911124095	Shop911124095 Store
78	aliexpress.com/store/911790123	Greatoys Store
79	aliexpress.com/store/911229093	Kidis Garden Store
80	aliexpress.com/store/4645038	Korean high kick Store
81	aliexpress.com/store/911417391	Shop911417391 Store
82	aliexpress.com/store/5623180	Joys Toy Stor
83	aliexpress.com/store/911137204	Li Qian is a beautiful girl Store
84	aliexpress.com/store/4836034	A Toy World Store
85	aliexpress.com/store/5242159	Shop5242159 Store
86	wish.com/merchant/5e070a0437f4cd3585d12c00	Yurfar Beddingfits
87	wish.com/merchant/615996700875cb23bb1224ad	lava2
88	wish.com/merchant/61186ffd44d92d50f8663799	candy TLY
89	meisibang.en.alibaba.com	Meisibang (Shandong) International Trade Co., Ltd