

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

HONG KONG LEYUZHEN TECHNOLOGY
CO. LIMITED,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED IN
SCHEDULE "A" HERETO,

Defendants.

Case No. 1:24-cv-07702-LCJ-SMF

Honorable Judge Lindsay C. Jenkins

ORDER FOR PRELIMINARY INJUNCTION

THIS CAUSE being before the Court on Plaintiff, Hong Kong Leyuzhen Technology Co. Limited, ("Plaintiff") Motion for Entry of Preliminary Injunction ("Motion") and this Court having heard the evidence before it, hereby GRANTS Plaintiff's Motion for Entry of a Preliminary Injunction in its entirety against those numbered defendants identified in the current Schedule A to the Complaint [Dockets], who operate fully interactive, e-commerce stores under the seller aliases identified in Schedule A (collectively, the "Seller Aliases") and attached hereto.

The Court 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 consumers in the State of 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 to the State of Illinois, and have sold knockoff products through the unauthorized use and display of Plaintiff's federally registered copyrights (the "Plaintiff's Copyrights") to residents of the State of Illinois. Docket No. 1-1, Ex. 1 to the Complaint, which includes the eight (8) copyrights associated with the Plaintiff's Copyrights, VA0002379881, VA0002379895, VA0002379899, VA0002379911, VA0002379904, VA00021379934, VA0002379907, and VA0002379930.

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 (1) Plaintiff is the lawful assignee of all right, title and interest in and to the federally registered copyright(s), (2) Defendants make, use, offer for sale, sell, and/or import into the United States for subsequent sale or use knock-off products that infringe directly and/or indirectly the Plaintiff's federally registered copyrights and (3) an ordinary observer would be deceived into thinking the Infringing Products were the same as Plaintiff's federally registered copyrights. Furthermore, Defendants' continued, and unauthorized use of Plaintiff's federally registered copyrights irreparably harms Plaintiff through loss of customers' goodwill and reputational harm. 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 with them be enjoined and restrained from:

a. Using or displaying the Plaintiff's Copyrights, in any medium, whether it be print, digital or otherwise, in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff's product or is not authorized by PLAINTIFF to be sold in connection with the Plaintiff's Copyrights;

b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff's product or any other product produced by PLAINTIFF through the use or display of the Plaintiff's Copyrights;

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, 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 through the use or display of the Plaintiff's Copyrights; and

e. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.

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 Defendant's

Online Marketplaces, such as eBay, Inc. ("eBay"), Temu.com, AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers") shall, within ten (10) business 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 officers, agents, servants, 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 Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; 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, PayPal, Alipay, Wish.com, Alibaba, Ant Financial, Amazon Pay, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and VISA), including present balances on any accounts.

3. Upon PLAINTIFF's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 2, shall within ten (10) business 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 Plaintiff's Copyrights.

4. Defendants shall be 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, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within ten (10) business 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 Exhibits, 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, 36, and 45 related to:

a. the identities and locations of Defendants, their officers, agents, servants, 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 Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; 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, Temu.com, PayPal Inc. (“PayPal”), Alipay, ContextLogic Inc. d/b/a Wish.com (“Wish.com”), Alibaba Group Holding Ltd. (“Alibaba”), Ant Financial Services Group (“Ant Financial”), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

7. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, Cloudflare Inc, Oracle Corp., Amazon Inc., Alibaba Group d/b/a Alibaba Cloud.com, Namesilo, LLC d/b/a privacuguardian.org, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.

8. 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.

9. Plaintiff may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing, 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 <https://blointernetenforcement.com/>, and by sending an e-mail to the e-mail addresses identified in Exhibits and any e-mail addresses provided for Defendants by third parties that includes a link to said website. 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.


10. Plaintiff has deposited with the Court one-hundred seventy-seven thousand dollars (\$10,000.00), on September 5, 2024 Docket 19, as surety bond, as security, which amount was determined adequate for the payment of such damages as any person may be entitled to recover as a result of wrongful restraint hereunder.

11. 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.

12. This Preliminary Injunction is entered at 11:15 a.m. on October 11, 2024 and shall remain in effect until Final Disposition of this case or until further order by the Court.

Enter: 24-cv-7702

DATED: _____ October 11, 2024



Honorable Lindsay C. Jenkins
United States District Judge

Defendant No.	Seller's Name	Link to Seller's Page
1	A-GEOJIEER Store	https://www.aliexpress.com/store/1101727029?spm=a2g0o.detail.0.0.488fKgbnKgbnSO
2	Atalia Dropshipping Store	https://www.aliexpress.com/store/1101810601?spm=a2g0o.detail.0.0.36374f36z9KFfO
3	Barbi Women Store	https://www.aliexpress.com/store/1102008555?spm=a2g0o.detail.0.0.23ebxS00xS00Cz
4	Beautiful baby-Store	https://www.aliexpress.com/store/1101793896?spm=a2g0o.detail.0.0.68163591R0XSOf
5	Bing Manson Store	https://www.aliexpress.com/store/1102247537?spm=a2g0o.detail.0.0.55786354d64HeD
6	BOQU Store Houma Jifangyuan Trading Co., Ltd.	https://www.aliexpress.com/store/1101232026?spm=a2g0o.detail.0.0.4487xeRhxeRhpA
7	Boutique Women Clothing	https://www.aliexpress.com/store/1102764145?spm=a2g0o.detail.0.0.4e96LdhOLdhOrk
8	Caiyi Store	https://www.aliexpress.com/store/1101797889?spm=a2g0o.detail.0.0.494fHQarHQarOC
9	Casual & Comfortable Clothes Store	https://www.aliexpress.com/store/1101367105?spm=a2g0o.detail.0.0.159eM7T0M7T0Nd
10	CHIC Store	https://www.aliexpress.com/store/1101359417?spm=a2g0o.detail.0.0.9d8fp1gXp1gXUT
11	CIKINI Official Store	https://www.aliexpress.com/store/1100833964?spm=a2g0o.detail.0.0.3ddb2d5fTZ8z76
12	Clothes Life Store Store	https://www.aliexpress.com/store/1101831949?spm=a2g0o.detail.0.0.a71617344JQqBB
13	Colongsou Dthyo Store	https://www.aliexpress.com/store/1102154135?spm=a2g0o.detail.0.0.2dc9Z2HfZ2HfcQ
14	Fall In Love With You Clothes Store	https://www.aliexpress.com/store/1103079606?spm=a2g0o.detail.0.0.5f02WKvhWKvhLN&sortType=bestmatch_sort
15	Fashion Women Clothing	https://www.aliexpress.com/store/1101830142?spm=a2g0o.detail.0.0.3ab83f71Piosno
16	Fat Large Size Swimsuit Store	https://www.aliexpress.com/store/1101604842?spm=a2g0o.detail.0.0.320071ddS0Y7yU

17	Fazhifan Fashion Women's Wear Store	https://www.aliexpress.com/store/1103051184?spm=a2g0o.store_pc_home.pcShopHead_2006483789284.0
18	GG BOND Store	https://www.aliexpress.com/store/1103054206?spm=a2g0o.detail.0.0.47c54JTC4JTCpQ
19	Girl Showing Store	https://www.aliexpress.com/store/1102409547?spm=a2g0o.detail.0.0.1ae80Fnk0Fnk04
20	Goumu Store	https://www.aliexpress.com/store/1101265565?spm=a2g0o.store_pc_home.pcShopHead_7661485.0
21	IDolly's Bag Store	https://www.aliexpress.com/store/1101343921?spm=a2g0o.detail.0.0.46496ca8HQinys
22	Infashion Items Store	https://www.aliexpress.com/store/1101096726?spm=a2g0o.detail.0.0.557dTOLWTOLWZz
23	integrity big's store	https://www.aliexpress.com/store/1102552405?spm=a2g0o.detail.0.0.4a46vfFEvFEiV&sortType=bestmatch_sort
24	IOWBFNYS Customize Dropship to Abroad Store	https://www.aliexpress.com/store/1101659462?spm=a2g0o.detail.0.0.6d6ciTwBiTwBXt
25	Large Size Swimsiut Store	https://www.aliexpress.com/store/1101343201?spm=a2g0o.detail.0.0.a2e2mXAAmXAAzt
26	LGAH Store	https://www.aliexpress.com/store/1102699149?spm=a2g0o.detail.0.0.2546ffc2FkpLmb
27	LIH HUA Official Store	https://www.aliexpress.com/store/1102526343?spm=a2g0o.detail.0.0.5bd4iP8qiP8qLK&sortType=bestmatch_sort
28	Lipswag Styles Store	https://www.aliexpress.com/store/1101312836?spm=a2g0o.detail.0.0.1b4bh4bxh4bxxu
29	Lulu Clothing Store	https://www.aliexpress.com/store/1102754895?spm=a2g0o.detail.0.0.aee43325UTsmtA
30	Mi You Pin Store	https://www.aliexpress.com/store/1102743269?spm=a2g0o.detail.0.0.7016410cRMnAsf
31	Mygirl Newdv Store	https://www.aliexpress.com/store/1101607924?spm=a2g0o.detail.0.0.6a0446397V0teu
32	NIUBI Animal Store	https://www.aliexpress.com/store/1101859790?spm=a2g0o.detail.0.0.541f1d05KkOKim
33	Oufisun 53 Store	https://www.aliexpress.com/store/1102991003?spm=a2g0o.detail.0.0.4ffaUn0KUn0K60
34	Plus Size Men T-Shirt Store	https://www.aliexpress.com/store/1101387901?spm=a2g0o.detail.0.0.326em4zZm4zZRY
35	Quanly Store	https://www.aliexpress.com/store/1101942175?spm=a2g0o.detail.0.0.3c08tDMktDMkBz
36	R Y 30 Store	https://www.aliexpress.com/store/1102351344?spm=a2g0o.detail.0.0.163fcS5vcS5vsl

37	RECLOTHINGL Store	https://www.aliexpress.com/store/1102377353?spm=a2g0o.detail.0.0.31334cc30jNtck
38	Reda-mancy Store	https://www.aliexpress.com/store/1102197006?spm=a2g0o.detail.0.0.7f868adK8adKx8
39	Sell Everything Dropshipping Store	https://www.aliexpress.com/store/1101348877?spm=a2g0o.detail.0.0.410f772aQFh5XZ
40	SEniee Store	https://www.aliexpress.com/store/1102842290?spm=a2g0o.detail.0.0.7c57fIwZfIwZ2Z
41	Shining Jewelry Clothes Store Store	https://www.aliexpress.com/store/1102936690?spm=a2g0o.detail.0.0.84f16TYn6TYnh5
42	Shop1100065002 Store	https://www.aliexpress.com/store/1101983928?spm=a2g0o.detail.0.0.4afb77uB77uBH2
43	Shop1102695911 Store	https://www.aliexpress.com/store/1102694896?spm=a2g0o.detail.0.0.3815RANURANUeL
44	Shop1102723317 Store	https://www.aliexpress.com/store/1102726273?spm=a2g0o.detail.0.0.452e5136wquRhy
45	Shop1102888276 Store	https://www.aliexpress.com/store/1102891264?spm=a2g0o.detail.0.0.3e6dRu9rRu9rII
46	Shop1102959698 Store	https://www.aliexpress.com/store/1102977488?spm=a2g0o.detail.0.0.f186y0fby0fb5s
47	Shop1103014677 Store	https://www.aliexpress.com/store/1103014678?spm=a2g0o.detail.0.0.286347eduWc1Cc
48	Shop1103128934 Store	https://www.aliexpress.com/store/1103151484?spm=a2g0o.detail.0.0.2a0eOVc0OVc09f
49	Shop1103275282 Store	https://www.aliexpress.com/store/1103271308?spm=a2g0o.detail.0.0.17152q5D2q5Dxq
50	Shop1103312877 Store	https://www.aliexpress.com/store/1103317823?spm=a2g0o.detail.0.0.134775e7XuUlk7
51	Shop5246287 Store	https://www.aliexpress.com/store/1101350260?spm=a2g0o.detail.0.0.36714366EKXxFW
52	Shop5248109 Store	https://www.aliexpress.com/store/1101350775?spm=a2g0o.detail.0.0.89b9r7rur7ruWq
53	Shop5830172 Store	https://www.aliexpress.com/store/1101489585?spm=a2g0o.detail.0.0.361fs4rms4rm8R
54	Shop5879142 Store	https://www.aliexpress.com/store/1101402006?spm=a2g0o.detail.0.0.5cfa4b95NSxsmK
55	Shop900235296 Store	https://www.aliexpress.com/store/1101494294?spm=a2g0o.detail.0.0.1e4814f5JZD1EH
56	Shop911259384 Store	https://www.aliexpress.com/store/1101594906?spm=a2g0o.detail.0.0.63d2eaf1ItGMKy
57	Shop999999 Store Store	https://www.aliexpress.com/store/1103258171?spm=a2g0o.detail.0.0.5655IvdZlvdZ1p
58	SUB 5243272 Store	https://www.aliexpress.com/store/1101349520?spm=a2g0o.detail.0.0.236e64ee13muG6

59	SupBora Official Store	https://www.aliexpress.com/store/1101246426?spm=a2g0o.detail.0.0.626f2dbdEHZwkJ
60	SUWA Chicci Store	https://www.aliexpress.com/store/1101414381?spm=a2g0o.detail.0.0.30bb25391QxHQot
61	SYJ Beautiful Clothes Store	https://www.aliexpress.com/store/1101857463?spm=a2g0o.detail.0.0.17d00I070I07XB
62	Telaura Beachwear Store	https://www.aliexpress.com/store/1101028666?spm=a2g0o.detail.0.0.4bb312b4Y9FRo5
63	TES Fashion Store	https://www.aliexpress.com/store/1102794032?spm=a2g0o.detail.0.0.21a411fk11fk2a&sortType=bestmatch_sort
64	T-Show	https://www.aliexpress.com/store/1100877435?spm=a2g0o.detail.0.0.1df4757c5TIyh1
65	Urban Outfit Store	https://www.aliexpress.com/store/1102991845?spm=a2g0o.detail.0.0.676e71abtnPZbs
66	wbj_Fahison Store	https://www.aliexpress.com/store/1101947692?spm=a2g0o.detail.0.0.afa95af4oGrKMe
67	Xinxu Official Store	https://www.aliexpress.com/store/1102019148?spm=a2g0o.detail.0.0.4b3d571bntJ0qz
68	Yan Qun Store	https://www.aliexpress.com/store/1102648710?spm=a2g0o.detail.0.0.ec8177d9tFynPy
69	YY Fashion Store	https://www.aliexpress.com/store/1101351554?spm=a2g0o.detail.0.0.4b464f2c12zHc2
70	Zaran Store	https://www.aliexpress.com/store/1101690273?spm=a2g0o.detail.0.0.56c57e2y7e2yPq
71	ZESTY International Store	https://www.aliexpress.com/store/1102756062?spm=a2g0o.detail.0.0.3fd0Qh5oQh5oxe
72	ZJFZML ZZ Store	https://www.aliexpress.com/store/1101351035?spm=a2g0o.detail.0.0.6db36cad6BsE1k
73	Ivey Store	https://www.aliexpress.com/store/1102160301?spm=a2g0o.detail.0.0.567eIwGIwGlc6
74	Little-Fish Store	https://www.aliexpress.com/store/1101528699?spm=a2g0o.detail.0.0.2849RYsbRYsbwq
75	ODFVEBX Store	https://www.aliexpress.com/store/1101553736?spm=a2g0o.detail.0.0.5a2b0XXu0XXukw