

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

HONG KONG LEYUZHEN
TECHNOLOGY CO. LIMITED,

Plaintiff,

v.

ECIROD, A Chinese Entity

Defendant.

Case No. 1:25-cv-08050

Judge John Robert Blakey

TEMPORARY RESTRAINING ORDER

Plaintiff Hong Kong Leyuzhen Technology Co. Limited, (“Plaintiff”) filed a Second Corrected Motion for Entry of a Temporary Restraining Order and Other Relief (the “Motion”) against ECIROD (“Defendant”) using a marketplace account on Amazon (the “Online Marketplace”). After reviewing the Motion and the accompanying record, this Court GRANTS PLAINTIFF’s Motion as follows:

The Court finds that, in the absence of adversarial presentation, it has personal jurisdiction over the Defendant because the Defendant directly targets its business activities toward consumers in Illinois.

Specifically, Plaintiff has provided a basis to conclude that Defendant has targeted sales to Illinois residents by setting up and operating an e-commerce store that targets United States consumers using a seller alias, offer shipping to the United States, including to the State of Illinois, and have sold products through the unauthorized use and display of Plaintiff’s federally registered copyrights (the

“Plaintiff’s Copyrights”) to residents of Illinois. *See* [2-1], Exhibit 1 to the Complaint, which includes the federally registered copyright VA0002413181.

In this case, the Plaintiff has provided screenshot evidence showing that the Defendant’s e-commerce store on Amazon is engaging with Illinois residents by operating one or more commercial, interactive internet stores that display, without permission, the Plaintiff’s Copyright. Through this, Illinois residents can and do purchase competing products. *See* [2-3] Exhibit 3 to the Complaint, which includes screenshot evidence and an internet link confirming that the Defendant’s online store displays the Plaintiff’s Copyright without permission in offering competing products. The Court finds that the Plaintiff has a strong likelihood of success on the merits of its copyright infringement and state law deceptive trade practices claims for relief.

The Court additionally finds that issuance of the requested injunctive relief would be in the public interest by protecting consumers from being misled by the unauthorized display of the Plaintiff’s Copyright by Defendant on its Internet store in enticing the purchase of products that compete with Plaintiffs.

The Court also finds that it need not balance the interests of the Defendant in this case because there is credible evidence to conclude they are engaged in, among other things, willful copyright infringement of the Plaintiff’s Copyright.

The Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Plaintiff has presented specific facts in the Declaration of Joshua H. Sheskin in support of the Motion and accompanying evidence clearly showing that immediate and irreparable

injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Specifically, in the absence of an *ex parte* Order, Defendant could and likely would move any assets from accounts in financial institutions under this Court's jurisdiction to offshore accounts.

Accordingly, this Court Orders as follows:

1. Defendant, its officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them, be temporarily enjoined and restrained from:

- a. Using or displaying the Plaintiff's Copyright, 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 Copyright;
- 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 Copyright;
- 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 Copyright; and

- e. Defendant shall not transfer or dispose of any funds or other assets in any of Defendant's financial accounts.

2. PLAINTIFF is authorized to issue expedited written discovery to the Defendant, pursuant to Federal Rules of Civil Procedure 33, 34, 36, and 45 related to:

- a. the identities and locations of Defendant, its officers, agents, servants, employees, attorneys, and any persons acting in concert or participation with it, including all known contact information and associated email addresses;
- b. the nature of the Defendant's operations, all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information related to the Online Marketplaces and Defendant's financial accounts, including Defendants' sales and listing history associated with their respective Online Marketplaces; and
- c. any financial accounts owned or controlled by Defendant, including its officers, agents, servants, and any persons acting in active concert or participation with them. This includes accounts held with or under the control of banks, savings and loan associations, payment processors, or

other financial institutions, such as 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, Afterpay, Klarna, or other merchant account providers, payment services, third-party processors, and credit card companies (e.g., MasterCard and VISA).

- d. The domain name registry for the Defendant’s Domain Name, including but not limited to VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, as well as domain name registrars such as 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., shall, within seven (7) calendar days of receiving this Order or before its expiration—whichever occurs first—disable the Defendant Domain Names, rendering them inactive and untransferable until further order by this Court.
- e. Upon Plaintiff’s request, any third party with actual notice of this Order who is providing services for the Defendant or in connection with the Defendant’s Online Marketplaces—including, without limitation, any online marketplace platforms such as TikTok, Temu, eBay Inc., AliExpress, Alibaba, Amazon.com Inc., Wish.com, and Dhgate

(collectively the “Third Party Providers”)—shall, within seven (7) calendar days after receiving notice, provide to Plaintiff expedited discovery limited to copies of documents and records in their possession or control sufficient to determine: the identities and locations of the Defendant, their officers, agents, servants, employees, attorneys, and anyone acting in concert or participation with them, including all known contact information and associated email addresses.

- f. the nature of Defendant’s operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplace and Defendant’s financial accounts, including Defendant’s sales and listing history related to their respective Online Marketplace; and
- g. any financial accounts owned or controlled by the Defendant, including those operated by persons acting in active concert or participation with them. This includes accounts held with or managed by banks, savings and loan associations, payment processors, or other financial institutions, such as PayPal, Alipay, Wish.com, Alibaba, Ant Financial, Amazon Pay, and other merchant account providers, payment services, third-party processors, and credit card networks (e.g., MasterCard and VISA). The account balances at present are also included.

3. The domain name registries for the Defendant's Domain Name, 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., shall, within seven (7) calendar days of receiving this Order or before its expiration—whichever occurs first—disable the Defendant Domain Names and make them inactive and untransferable until further court order.

4. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 3, shall, within seven (7) calendar days after receiving notice, disable and stop displaying any advertisements used by or linked to Defendant related to the sale of infringing goods utilizing the Plaintiff's Copyrights.

5. Any Third-Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, Afterpay, Klarna, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:

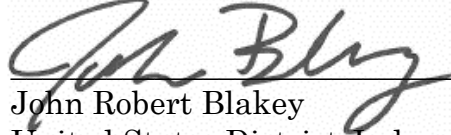
- a. locate all accounts and funds associated with the Defendant's seller alias, including but not limited to any financial accounts linked to the Defendant and any email addresses provided for the Defendant by third parties; and

- b. restrain any such accounts or funds from transferring or disposing of the defendant's money or other assets until further order by this Court.
6. Within seven (7) business days of this Order, PLAINTIFF must deposit \$10,000.00 with the Court, either in cash, by cashier's check, or through a surety bond, as security. This amount has been considered adequate for paying any damages that may be recoverable due to a wrongful restraint, in the absence of adversarial testing.
7. Defendant may appear and move to dissolve or modify the Order in accordance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party affected by this Order may file a motion for appropriate relief.

This Temporary Restraining Order without notice is entered at 3:00 p.m. on this 16th day of September, 2025 and shall remain in effect for fourteen (14) calendar days.

Dated: September 16, 2025

Entered:


John Robert Blakey
United States District Judge