

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

HONG KONG YU'EN E-COMMERCE
CO. LIMITED,

Plaintiff,

v.

BONIXOOM underwear,

Defendant.

Case No. 1:25-cv-15697

Honorable Sara L. Ellis

Magistrate Judge Maria Valdez

TEMPORARY RESTRAINING ORDER AND ASSET RESTRAINT ORDER

Plaintiff Hong Kong Yu'En E-Commerce Co. Limited ("Plaintiff") filed a Motion for Temporary Restraining Order, including a Temporary Injunction and a Temporary Asset Restraint, (the "Motion"), against the fully interactive, e-commerce store Defendant 1 BONIXOOM underwear ("Defendant"), operating under domain names on the Online Platform (the "Online Marketplace"). After reviewing the Motion and the accompanying record, this Court GRANTS Plaintiff's Motion in part as follows.

The Court finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendant because Defendant directly targets its business activities toward consumers in the United States, including consumers in Illinois. Specifically, Plaintiff has provided a basis to conclude that Defendant has targeted sales to Illinois residents by setting up and operating e-commerce stores by using one or more seller aliases, offers shipping to the United States, including to the State of Illinois, and intentionally offers for sale women's apparel and fashion items ("Counterfeit Goods") that Plaintiff sells in connection with Plaintiff's federally registered word mark, "modlily" as shown in U.S. Trademark Registration No. 5,994,759 (the "Plaintiff's Trademark").

In this case, Plaintiff has presented screenshot evidence that the Defendant's e-commerce store on the online Walmart marketplace platform is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores that use, without authorization, Plaintiff's Trademark through which Illinois residents can and do purchase counterfeit copies of Plaintiff's Products. *See* Exhibit 3 to the Complaint (including screenshot evidence and internet link confirming that Defendant's Internet store displays the Plaintiff's Trademark without authorization in connection with offering the Counterfeit Goods, and it stands ready, willing, and able to ship the Counterfeit Goods to customers in Illinois).

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 Declarations of En Fang and Katherine M. Kuhn 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 that:

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

- a. using the Plaintiff's Trademark 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 Plaintiff product or not authorized by Plaintiff to be sold in connection with the Plaintiff's Trademark;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff 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 Plaintiff's Trademark;
- c. committing any acts calculated to cause consumers to believe that Defendant's products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the Plaintiff's Trademark, or any reproductions, counterfeit copies, or colorable imitations.

2. Defendant shall not transfer or dispose of any money or other of Defendant's assets in any of Defendant's financial accounts.

3. Plaintiff is authorized to issue expedited written discovery to Defendant, pursuant to Federal Rules of Civil Procedure 33, 34, and 36, related to:

- a. the identities and locations of Defendant, its officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with it, including all known contact information and all associated e-mail addresses;
- b. 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 Marketplaces and Defendant's financial accounts, including Defendant's sales and listing history related to its respective Online Marketplaces; and

- c. any financial accounts owned or controlled by Defendant, including its officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with it, 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, Walmart.com, Temu.com ("Temu"), PayPal Inc. ("PayPal"), Alipay, ContextLogic Inc. d/b/a Wish.com ("Wish"), Alibaba Group Holding Ltd. ("Alibaba"), Ant Financial Services Group ("Ant Financial"), Amazon Pay, Afterpay, Klarna or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. The domain name registries for the Defendant ("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., 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's Domain Name and make it inactive and untransferable until further ordered by this Court.
5. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for Defendant, or in connection with any of Defendant's Online Marketplaces,

including, without limitation, any online marketplace platforms such as Walmart.com, TikTok, Temu, eBay Inc., AliExpress, Alibaba, Amazon.com Inc., Wish, 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 Defendant, its officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with it, including all known contact information and all associated e-mail addresses;
 - b. 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 Marketplaces and Defendant’s financial accounts, including Defendant’s sales and listing history related to its respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendant, including its 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, 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.
6. Upon Plaintiff’s request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 5, shall within seven (7) calendar days after receipt of such

notice, disable and cease displaying any advertisements used by or associated with Defendant in connection with the sale of infringing goods using the Plaintiff's Trademark.

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

- a. locate all accounts and funds connected to Defendant's seller aliases, including, but not limited to, any financial accounts connected to the information listed in Exhibit 2 to the Complaint, and any e-mail addresses provided for Defendant by third parties; and
- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendant's assets until further order by this Court.

8. Plaintiff may provide notice of the proceedings in this case to Defendant, 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 any e-mail addresses provided for Defendant by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "BONIXOOM underwear" that shall apply to Defendant. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendant receives from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendant of the pendency of the action and allow it to present its objections.

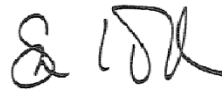
9. Plaintiff must provide notice to the Defendant of any motion for preliminary injunction as required by Rule 65(a)(1).

10. Within seven (7) business days of entry of this Order, Plaintiff shall deposit with the Court \$10,000.00 (Ten Thousand Dollars), either cash, cashier's check, or surety bond, as

security, which amount has, in the absence of adversarial testing, been deemed adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

11. Any Defendant that is 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.

12. This Temporary Restraining Order without notice is entered at 3:45 pm on this 2nd day of February, 2026, and shall remain in effect for fourteen (14) calendar days.



SARA L. ELLIS
UNITED STATES DISTRICT JUDGE

Defendant No.	Seller's Name	Link to Seller's Website
1	BONIXOOM underwear	https://www.walmart.com/global/seller/101194973