

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

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Meihua Yan,	)	
	)	
Plaintiff,	)	
	)	Case No. 1:24-cv-5403
v.	)	
	)	
The Individuals, Partnerships and	)	
Unincorporated Associations Identified on	)	
Schedule A,	)	
Defendants	)	

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**TEMPORARY RESTRAINING ORDER**

Plaintiff MEIHUA YAN (“[YAN]”) filed an [*Ex Parte* Motion for Entry of a Temporary Restraining Order and Other Relief] (the “Motion”) against the fully interactive, e-commerce stores<sup>1</sup> operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS YAN’s Motion in part as follows.

This 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 Illinois. Specifically, YAN 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 Illinois, and have sold products using infringing and counterfeit versions of

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

YAN’s federally registered Design Patent (the “YAN Design Patent”) to residents of Illinois. [In this case, YAN has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the YAN Design Patent. *See* Docket No. 7, which includes screenshot evidence confirming that each Defendant internet store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the YAN Design Patent.] A list of the YAN Design Patent is included in the below chart.

REGISTRATION NUMBER	REGISTERED DATE	TITLE
US D978,293	Feb. 14, 2023	Faucet Set

This 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 YAN has presented specific facts in the Declaration of YAN 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, Defendants could and likely would move any assets from accounts in financial institutions under this Court’s jurisdiction to off-shore accounts. Accordingly, 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 temporarily enjoined and restrained from:
  - a. using the YAN Design Patent 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 YAN product or not authorized by YAN to be sold in connection with the YAN Design Patent;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine YAN product or any other product produced by YAN, that is not YAN's or not produced under the authorization, control, or supervision of YAN and approved by YAN for sale under the YAN Design Patent;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of YAN, or are sponsored by, approved by, or otherwise connected with YAN; 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 YAN, nor authorized by YAN to be sold or offered for sale, and which bear any of YAN's Design Patent, including the YAN Design Patent, or any reproductions, counterfeit copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
  3. YAN is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34, and 36, 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, 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).
4. 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, 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.
5. Upon YAN'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., AliExpress, Alibaba, Amazon.com, Inc., Wish.com, and Dhgate (collectively, the “Third Party Providers”), shall, within seven (7) calendar days after receipt of such notice, provide to YAN 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 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, and credit card associations (e.g., MasterCard and VISA).
6. Upon YAN’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 Defendants in connection with the sale of counterfeit and infringing goods using the YAN Design Patent.

7. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, 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, the e-mail addresses identified in Exhibit 3 to the Declaration of YAN, 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 order by this Court.
8. YAN must provide notice to Defendants of any motion for preliminary injunction as required by Rule 65(a)(1).
9. Within seven (7) calendar days of entry of this Order, YAN shall deposit with the Court \$10,000.00, either cash 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.
10. 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 the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
11. This Temporary Restraining Order without notice is entered at 3:30 P.M. on this 2 day of July 2024 and shall remain in effect for fourteen (14) calendar days. Any motion to extend this Order must be filed by July 18, 2024.



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Judge Sara L Ellis  
United States District Judge

**Schedule A**

<b><u>Def. No.</u></b>	<b><u>Marketplace</u></b>	<b><u>Name</u></b>	<b><u>Seller ID</u></b>	<b><u>ASINs</u></b>
1	Amazon	FORIOUS-USA	A3UB46L7YYUHS1	B0C6LR 8JNP B0C6LN YNYQ B0C6LQ KTS5
2	Amazon	FORIOUS-USA	A3UB46L7YYUHS1	B0CJFHXYST B0CJFHWT5H B0CJFG5W4B
3	Amazon	JINCROP HOME	A3MJCEEMT23TK3	B0CGCLYB4S B0CGCRR4H3 B0CGCLXCSM
4	Amazon	BUHUILOU	A1DRGIVISODXNK	B08GJHJGHT B08GJH1ZQB B08GJH9SJP
5	Amazon	Bacui Bath	A2QOPHU46JFS28	B0C9PMSJCJ B0C9PP2ZXD
6	Amazon	Kenes official flagship store	A1CVTTXLZC3AC	B0C4P2CKPV B09J8CL5BY B09J8BMBZD B0CKR1T1B7 B0C3GVN1SQ B0C5XK4FPF
7	Amazon	BESy Bathroom & Kitchen	A3CENQWEZ1YS5 2	B0CNCSY89H B0CL9JXM54 B0C1GHP2SR B0CL9NDC31 B0C3VC41DS B0CJJ67SMS B0CJJ66Y8J B0BGK64R5L B0BGK7DR99 B0BGK6YDZ5 B09JB9SWP1  B0CGV6LGFB B0CN2DGDQC B0CN2B7KZT

				B0CN1ZQNB7 B0CGV54CFG
8	Amazon	Likefaucet	A1GC1QWWE31PV 2	B0C65CL6GK B0C657F3V1
9	Amazon	sumerain	A1DVNRQGJ9K9C W	B0BWS1LQMQ B0C468SW4C B0BWRZZ4QX B0BWS128WJ  B0CCNTTH4J B0C4H66Z7K B0C4H7B146 B0CC96XTFG B0CCNJQMXJ B08GJHJGHT B0C55FDP84 B0CC97WH2H B0CC99QLN B0CCNH3B3V
10	Amazon	Hamoler	A1N540EHWTF1B	B0C594DND8 B0C556H24L
11	Amazon	CEINOL-USA	A2LE5H9GP8P771	B0BNYN5Z49 B0BNYNLCGM B0BNYMM9ZP B0C482RXW4 B0BNYMGPL5 B0BNYMF16L
12	Amazon	HOIMPRO	A2L670C1R6EMKB	B0BB2CDX8G B0C9MJ3GQ4 B0CBTVLKVN B0C6XB22V9 B0C85B4DWP
13	Amazon	FELIXBATH	A31HP04U69ZF8W	B0CQYMGVH5 B0BDRJ95WF



14	Amazon	BWE Aqua Faucet	A35JW824RMRZQ9	B095RZ7N7R B09XT221VV B09MVRQ148
15	Amazon	Taucent	A2Z1FDMLJDZE5V	B0BKG3VNGH B0BKG5K687
16	Amazon	BATHLAVISH	A31J76NPUK0FO1	B0B387XL19 B0C779CTY2 B0C5SPV4HY  B0CHW16YCH B0CJR3PXW5
17	Amazon	BATHLAVISH	A31J76NPUK0FO1	B09LGXXXJW? B0BL792X4Q B0BLJZXYFT B0BLJZXYFT B0BLG7P915 B0CHVZJ2D2
18	Amazon	RUMOSE	A5PJSI95M0FZO	B0C52WY8RV B0C52RH8JL B0C52W6D26 B0B71943R9 B0C531D1XG
19	Amazon	SeeTruth	A17IDSPKLXED0C	B0CQ1ZT3SZ
20	Amazon	Bathfinesse faucet	AIR0928KHM5DG	B0B387ZL19
21	Amazon	Greenspring	A266OR1KH3COD O	B0B3WPP6YV B0BHS5TJ6X
22	Amazon	Cfeorf	A304ANM74GSKY9	B0C53GJZVB
23	Wayfair	BESy	besy-b71323	B_BTOF_00004_01_BK_ PU_LF

24	Wayfair	FORIOUS	forious-b59142	WB-03033BN WB-03033B WB-03033G WB-03033CH
25	Wayfair	Homary	homary-b58154	wf-J020925-BG
26	Wayfair	Modern Space	modern-space- b61779	MS0727 MS0956
27	Wayfair	Plumbing N Parts	plumbing-n-parts- b76333	PNP-36107
28	Wayfair	RBROHANT	rbrohant-b57720	JK0008 JK0009
29	Wayfair	RBROHANT	rbrohant-b57720	RBF65011MB RB0956BGUS JK0012 JK0013
30	Wayfair	TAPLONG	tl-b65821	TLK0012BN TL0956BG TL0727MB-1 TLK0013PC
31	Wayfair	TAPLONG	tl-b65821	TLK0008MB TLK0009BG
32	Wayfair	VIBRANTBATH	vibrantbath-b51837	16439-BG 16439 16439-N 16439