

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

Union Imagination Tech. Co. Ltd.,

Plaintiff,

v.

JOHN DOE,

Defendant.

Case No. 26-cv-05537

Judge John J. Tharp, Jr.

SEALED TEMPORARY RESTRAINING ORDER

Plaintiff Union Imagination Tech. Co. Ltd. (“Plaintiff”) filed an *Ex Parte* Motion for Entry of a Temporary Restraining Order, including a Temporary Injunction, a Temporary Asset Restraint, Expedited Discovery and Service of Process by Email and Electronic Publication, (the “Motion”) against the fully interactive, e-commerce stores operating under the seller alias identified in Schedule A to the Complaint (“Defendant”) and using at least the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Plaintiff’s Motion in part as follows.

This Court finds, in the absence of adversarial presentation, that Plaintiff has provided a basis to conclude that the Defendant has sold products bearing unauthorized copies of Plaintiff’s federally registered copyrights, which are protected by U.S. Copyright Registration Nos. VA 2-497-331, VA 2-497-329, VA 2-497-324, VA 2-497-325 (the “Union Imagination Tech Copyrights”), in Illinois.

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 Plaintiff has presented specific facts in the Declaration of Adam E. Urbanczyk 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 them be temporarily enjoined and restrained from:
 - a. reproducing, distributing copies of, making derivative works of, or publicly displaying the Union Imagination Tech Copyrights in any manner without the express authorization of Plaintiff;
 - b. 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
 - c. 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 copyrights, including the Union Imagination Tech Copyrights, or any reproductions, counterfeit copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendant's assets in any of Defendants' 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 them, 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 Defendants' financial accounts and 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, 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. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defendant, or in connection with any of Defendant's 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 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 identity and location of Defendant, its 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 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 Defendants' financial accounts and Defendant's sales and listing history related to their 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.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).
5. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, 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 counterfeit and infringing goods bearing the Union Imagination Tech Copyrights.

6. 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 Defendant seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, any e-mail addresses identified in exhibits to declarations provided by Plaintiff, 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.
7. Plaintiff may provide notice of the proceedings in this case to Defendant, 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 and by sending an e-mail with a link to said website to any e-mail addresses identified in exhibits to declarations provided by Plaintiff and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue an original summons in the name of "MHBEST." The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from domain name registrars or 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. Plaintiff must provide notice to Defendant of any motion for preliminary injunction as required by Rule 65(a)(1).
9. Within seven (7) calendar days of entry of this Order, Plaintiff shall deposit with the Court \$1,000.00 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. Defendant 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 3:00 P.M. on this 7/8/2026 and shall remain in effect for fourteen (14) calendar days until 7/22/2026. Any motion to extend this Order must be filed by 7/20/2026.

Date: July 8, 2026

A handwritten signature in black ink, reading "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.
United States District Judge

Schedule A

Store	Store URL	Listing URL	ASIN
<u>MHBEST</u>	<u>https://www.amazon.com/sp?ie=UTF8&seller=A2YA3PLVGND5MC&asin=B0CB33FL5J&ref_=dp_merchant_link&isAmazonFulfilled=1</u>	<u>https://www.amazon.com/dp/B0DXVSWL2L/</u>	B0DXVSWL2L
		<u>https://www.amazon.com/dp/B0F7RTQTV2/</u>	B0F7RTQTV2
		<u>https://www.amazon.com/dp/B0FJSGX6Q/</u>	B0FJSGX6Q
		<u>https://www.amazon.com/dp/B0FFBJ5TWN/</u>	B0FFBJ5TWN