

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

TOKA, LLC,

Plaintiff,

v.

MILESSTORE, *et al.*,

Defendants.

Civil Action No. 25-cv-593

Judge Bissoon

FILED UNDER SEAL

[PROPOSED] PRELIMINARY INJUNCTION ORDER

WHEREAS, on May 23, 2025, Plaintiff filed an *Ex Parte* Application for the following:

1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts, as defined *infra*; 3) an order to show cause why a preliminary injunction should not issue; and 4) an order authorizing expedited discovery against all of the Defendants identified on the attached Schedule “A”, Amazon Services, LLC d/b/a Amazon.com, and Amazon Payments, Inc. d/b/a Amazon Pay (collectively “Amazon”), eBay, Inc. d/b/a ebay.com, Walmart Inc. and Wal-Mart.com USA, LLC, wish.com, Alibaba.com US LLC d/b/a Alibaba.com and AliExpress.com (“Third Party Service Providers”) and financial institutions, including but not limited to, Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. AliPay (China) Internet Technology Co. Ltd., and Alipay.com Co., Ltd. (collectively referred to as “AliPay”)¹, Amazon Payments, Inc., Walmart Pay, PayPal, Inc. d/b/a paypal.com, and Context Logic, Inc. d/b/a Wish.com (“Financial Institutions”).²

¹ WorldPay US, Inc. (“WorldPay”) processes transactions on behalf of Alibaba and Alipay, which may appear as “AliExpress” on a cardholder’s credit card statement.

² Plaintiff acknowledges that it is seeking multiple forms of relief. Plaintiff will promptly provide supplemental briefing or oral argument on any issue should the Court request it.

WHEREAS, on the same day, Plaintiff filed an *Ex Parte* Motion for an Order Authorizing Alternative Service on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3);

WHEREAS, on May 23, 2025, the Court entered the following Orders:

(A) 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts, against all the Defendants identified on the attached **Schedule “A”**, the Third-Party Service Providers, and the Financial Institutions (“TRO”)(May 23, 2025); and

(B) an Order Authorizing Alternative Service on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3)(May 23, 2025); and

WHEREAS, on June 16, 2025, at 1:30 p.m., Plaintiff appeared for the Order to Show Cause Hearing, however no Defendants appeared. Further, no Third-Party Service Providers or Financial Institutions appeared.

I. Order Continuing Restraints

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, the injunctive relief previously granted on May 23, 2025, shall remain in place through the pendency of this litigation, and issuing this Preliminary Injunction (hereafter “PI Order”) is warranted under FRCP 65, Section 34 of the Lanham Act, and Section 283 of the Patent Act. The Court finds that Plaintiff relies upon a presumptively valid patent, and that nothing in the record calls that validity into question. The evidence establishes that Plaintiffs have shown a sufficient likelihood of success on the merits of this action. The Court also concludes that Plaintiff has shown that immediate and irreparable injury, loss, and damage will likely result should the relief entered by this Order not be granted.

Specifically, the Court finds that Defendants' infringing products are likely to continue to cause Plaintiff to suffer loss profits, compromise the value of Plaintiffs' brand, and negatively impact Plaintiffs' relationships with its current customers and its ability to attract new customers. Defendants will not be harmed by the imposition of the injunctive relief requested, because the injunction only prohibits Defendants from taking actions they are otherwise not entitled to perform under the law. And finally, the public interest favors the issuance of the requested injunction, and Plaintiff have no adequate remedy at law for the immediate and irreparable harms identified.

Accordingly, each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall continue to be restrained as follows:

- (1) from (a) their unauthorized and unlicensed use of Plaintiffs' Patent, distribution, marketing, advertising, offering for sale, or sale of any Infringing Products; and (b) shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner products that infringe upon at least one claim of the Plaintiffs' Patent;
- (2) from secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or

any other records or evidence relating to their User Accounts,³ Merchant Storefronts⁴ or any money, securities or other property or assets of Defendants (hereinafter collectively referred to as “Defendants’ Assets”);

- (3) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, and/or display for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order;
- (4) each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately cease offering for sale the Infringing Products within metatags or other markers within website source code, from use on any web page (including as the title of any product listing), from any advertising links to other websites, from search engines’ databases or cache memory, and any other form of use such terms or works which is visible to a computer user or serves to direct computer searches to Internet based e-commerce stores owned, or operated by each Defendant, including the Merchant Storefronts operating under the Seller IDs;

³ As defined in the Application, a “User Account” is, as defined in the Complaint, any and all accounts with at least one of the online marketplace platform(s), AliExpress.com, Amazon.com, eBay.com, Walmart.com, and Wish.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all other persons in active concert with any of them.

⁴ As defined in the Application, a “Merchant Storefront” is any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in products which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them.

- (5) each Defendant shall not transfer ownership of the User Accounts or Merchant Storefronts associated with the Seller IDs;
- (6) each Defendant shall preserve copies of all computer files relating to the use of any User Accounts and/or Merchant Storefronts under the Seller IDs and shall take steps necessary to retrieve computer files relating to the use of the User Accounts and/or Merchant Storefronts under their Seller IDs that may be deleted before the entry of this Order;
- (7) upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Amazon Services, LLC d/b/a Amazon.com, and Amazon Payments, Inc. d/b/a Amazon Pay (collectively “Amazon”), eBay, Inc. d/b/a ebay.com, Walmart Inc. and Wal-Mart.com USA, LLC, Wish.com, Alibaba.com US LLC d/b/a Alibaba.com and AliExpress.com (“Third Party Service Providers”) and financial institutions, including but not limited to, Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. AliPay (China) Internet Technology Co. Ltd., and Alipay.com Co., Ltd. (collectively referred to as “AliPay”)⁵, Amazon Payments, Inc., Walmart Pay, PayPal, Inc. d/b/a paypal.com, and Context Logic, Inc. d/b/a Wish.com (“Financial Institutions”)⁶, and their related companies and affiliates, shall immediately identify and restrain all funds, as opposed to ongoing account activity, in or which are hereafter transmitted into the accounts related to the Defendants as identified on Schedule “A” hereto, as well as all funds in or which are transmitted into (i) any other accounts of the

⁵ WorldPay US, Inc. (“WorldPay”) processes transactions on behalf of Alibaba and Alipay, which may appear as “AliExpress” on a cardholder’s credit card statement.

⁶ Plaintiff acknowledge that they are seeking multiple forms of relief. Plaintiff will promptly provide supplemental briefing or oral argument on any issue should the Court request it.

same customer(s); (ii) any other accounts which transfer funds into the same financial institution account(s), and/or any of the other accounts subject to this Order; and (iii) any other accounts tied to or used by any of the Seller IDs identified on Schedule “A” hereto;⁷

- (8) upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial Institution(s), shall immediately divert to a holding account for the trust of the Court all funds in or which are hereafter transmitted into all accounts related to Defendants identified in Schedule “A” hereto, and associated payment accounts, and any other accounts for the same customer(s) as well as any other accounts which transfer funds into the same financial institution account(s) as any other accounts subject to this Order;
- (9) The Third-Party Service Provider(s) and Financial Institution(s) shall further, within five (5) business days of receiving this Order, provide Plaintiffs’ counsel with all data that details (i) an accounting of the total funds restrained and identifies the financial account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into financial account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account holders, until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by any Third-Party Service Provider or Financial Institution for any purpose

⁷ This Order contemplates that discovery may reveal that Defendants may have other user accounts operated by other Third-Party Service Providers and Financial Institutions and that the additionally discovery Third Party Service Providers and Financial Institutions, once identified and provided with notice, shall also be subject to the discovery, restraints and injunctions set forth in this Order.

(other than pursuant to a chargeback made pursuant to that Third Party Service Provider or Financial Institution's security interest in the funds) without express authorization of this Court; (in order to confirm compliance with this Order, the Plaintiff is permitted leave to serve a subpoena on such Third Party Service Provider(s) and Financial Institution(s) seeking the following information: (a) Bank account and routing numbers registered and used with regard to each seller account; (b) Financial records and other documents identifying the use of third-party payment service providers such as Payoneer and Wise; (c) Dates when funds were last sent from the seller to their seller account and the respective amount transferred; (d) Dates when funds were last sent from the seller account to the seller and the respective amount transferred; (e) amount and location of the seller's assets that are in Amazon's control; (f) copies any insurance policies owned by the Defendants; and (g) all documents identifying the Defendants.

(10) Upon Plaintiff request, any Internet marketplace who is provided with notice of this Order, including but not limited to the Third Party Service Provider(s) and Financial Institution(s), shall immediately cease fulfillment of and sequester Defendants' inventory assets corresponding to the Seller IDs identified on Schedule "A" hereto in its inventory, possession, custody, or control, and hold such goods in trust for the Court during pendency of this action;

(11) this Order shall apply to the Seller IDs, associated Accounts and Merchant Storefronts, and any other seller identification names, Accounts or Merchant Storefronts, Third Party Service Provider or Financial Institution accounts which are being used by Defendants for the purpose of infringing on at least one claim of the Plaintiff's Patent;

(12) Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial Institution(s), subject to this Order may petition the Court to modify the asset restraint set out in this Order; and

(13) this Order and the Alternative Service Order shall remain in effect during the pendency of this action or until further order of the Court, and Plaintiff shall serve the Defendants with a copy of this Order in accordance with the Alternative Service Order.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that upon Plaintiff request, any Internet marketplace who is provided with notice of this Order, including but not limited to the Third Party Service Providers and Financial Institutions, is hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Plaintiff Application for a preliminary injunction, or until further order of the Court:

(1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants' Assets from or to financial accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") until further ordered by this Court; and

(2) within (5) days after receiving notice of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts, and any other listings linked to the same sellers or linked to any other alias seller identification names being used and/or controlled by Defendants.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that, upon Plaintiff request, within no later than five (5) calendar days,

(1) any Third Parties are ordered to suspend any listing of a product that Plaintiff assert infringes at least one claim of the Plaintiff Patent, and/or infringes Plaintiff Works, and/or is identified as originating outside of the United States and unfairly competing with Plaintiff's Product.

(2) all online marketplaces, including but not limited to, Amazon.com, AliExpress.com, eBay.com, Walmart.com, and Wish.com, shall, in the event a request for takedown or delisting of Plaintiff's Works occurs, upon receipt of this Order, immediately relist or otherwise reinstate Plaintiff's Works so that they may be purchased on the online marketplace.

II. Order Authorizing Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown through Defendants' failure to appear at the show cause hearing, Plaintiff may propound discovery upon Defendants, their respective officers, employees, agents, servants and attorneys, and all persons in active concert or participation with any of them, who receive actual notice of this Order, shall provide written responses under oath to such interrogatories within fourteen (14) days of service, to Plaintiff's counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within fourteen (14) days of receiving actual notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to the Third Party Service Provider(s) and the Financial

Institution(s), shall provide to Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:

- (1) all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with the respective Third-Party Service Provider;
- (2) the identities, location and contact information, insurance policies, including any and all e-mail addresses of Defendants that were not previously provided;
- (3) the Defendants' methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- (4) Defendants' unauthorized and unlicensed use of Plaintiffs' Patent, and/or Plaintiffs' Works, in connection with the distribution, marketing, advertising, offering for sale, or sale of any Infringing Products.

III. Security Bond

IT IS FURTHER ORDERED, the \$5,000.00 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this PI Order is terminated.

SO ORDERED.

SIGNED this _____ day of June, 2025
Pittsburgh, Pennsylvania

Cathy Bissoon
United States District Judge

cc Stanley D. Ference III, Esq.
courts@ferencelaw.com

Schedule “A”
Defendants with Store Name and Seller ID

Defendant Number	Store/Seller Name	Seller ID
1	Milesstore	A1FC3A02A8EXX8
2	AYLYSM	A1NPBCOWQT9N61
3	Beasert	A1NPBCOWQT9N61
4	CGCLBHD	A1X4EY5RX9MNPR
5	chifengzengruishangmaoyouxiangongsi	A2PUDMR97X7JWQ
6	CQXJJT	A1WQ5WRJ7BVW4I
7	dalangdegongs	A2TWQJY244QIUP
8	DJMAWEM	ATVBFCK8PO1DV
9	Dream shop	A2Z2TZ3IO5FR2F
10	FFYZC	A3AUFAT837FBRZ
11	friendship-shop	A1PT60Z87A50ZW
12	FULIA-US	A2Q3747VBVHW2S
13	Gangzhuo Us	A2DX10MBF4BO82
14	Gengsen	A6DFOXG3SDCB5
15	haikouweixiaoshangmao	A3N4JVR6F2W5G1
16	Henan Raotu Trading Co. LTD	A3MX7JLZD2IHB
17	henanjiamingzhuangshigongchengyouxiangongsi	A2WWU0G4PZDZE5
18	HHJG	A2UPT33XBA6IJ7
19	HongFuUS	A1JEYOMID4QMDI
20	HUANHUANSTORE	A3FM0N1WXHILGM
21	HUANRUISHANGMAO	A1L1KLUV70OWW
22	KANYUANSHANGMAO-US	A208594WOUA1BN
23	kiecpoy	A2Q3747VBVHW2S
24	Laiwog3*	A1E5PKJBTN00U1
25	LAZKY US	A2R87IRKEZ2ARX
26	Liangtu	A1E7N9OHQ7JH8K
27	LILIPINGUS	A2F7TGRE7VIP8S
28	LUXWL	A3TWLRFREFS4EZE
29	mailiang store	AB0RRDC22DL6G
30	manhongNO.1	A20KDB6O493R70
31	moon shop1	A191WQQOGD9X6F
32	PUZHOUZHENHONGDAO	A3792J123PEOWK
33	RHSMM	A3PE5BZAAWE2I3

34	Royal wisdom	A3GONLASCVE163
35	ROZEUS	A27XNGVYY74XXD
36	Shanfengju's Good Products	A1E6FEAGBFDWXX
37	Shengshi Huibin	AORFH9X1G9AML
38	Shengyi US	A7NAK1UIHU4JE
39	shenzhenshihaoshengyidianzishangwuyouxianzere ngongsi	A3ON4QRW60DJSW
40	shihaoshengyi	A3ON4QRW60DJSW
41	SSGJJ(6-11 Day Delivery)	A2UUOD1EIZQ586
42	TESCO	A1NDEOM7CDQZ75
43	The Wind Rises	A18PMB972FQU0R
44	TiGilt	A1PWBDUXWXRGIF
45	TIODHNL1	AB83T10FXC51J
46	WUKAIONE STORE ONE	A36F7ED4VW1QM6
47	WWXEN	A3G294PHVNORC2
48	WZF-US	A24V8P7S39OBDH
49	xiangmanbaihuodian	A3P8UCX5ETJQ5P
50	Xuxin1628	AWFODW518HDTG
51	XWZPFFFBB	A1U2410IHYCLNU
52	Yinghekeji	A2GUL4SNJ7NUV1
53	Yongge Trading Co., Ltd.	A1O94XUMDOBH07
54	Yueyang Department Store	A2ULSEXCH7VOIT
55	zhishuofa	A3G5KMIAJW4Q9O
56	ZhouChi	A1ZMBA5CAV1AP0
57	ZHX-E-commerce	A2RGX3S570CX7Q
58	zunyudianzikeji-USA	ASN6IRTX4GAOS
59	LiXunBaiHuo	ACOQ029CEIZFM
60	shuolangxing	AUU3B9NOLN6AF
61	Yu	A1V92L7ZY3VGWP
62	Motarna	A3RIXLLGU370GT
63	BaiCER	A3JL73D6MFNO9R
64	StarEquip Inc	A1HPDD2S3VIEDO
65	GZSHIYIKEJI	A1Q9OFT2XPSWIV
66	li'gou	AXOAXEAEXR1BZ
67	SaltoAngel	AZ86IB3XLQX5K
68	3C Moning Stars Store	1103996202
69	Shop1104081977 Store	1104081978
70	Loving-Shopping Store	1101383047
71	IronArrow Store	1101543357

72	Super Future Digital-Office Store	1104160744
73	Shop1104554211 Store	1104552231
74	66 ConsumerElectronics Store	1101688109
75	Creamy Dream Store	1104332505
76	Shop1104484191 Store	1104493167
77	Keep-Real World Store	1101371092
78	Yahoo, surprising! Store	1101370182
79	amagogo Store	1101303927
80	Fancinating Gardening Supplies Store	1104203464
81	Boutique Household Goods Store	1104389410
82	Shop1102646572 Store	1102644625
83	Queen Bee House Decor Store	1104039800
84	Lingling Adornment Store	1101817628
85	HOM-2024 Store	1102186088
86	Lighting with tools Store	1101944079
87	NewLife520 Store	1103484430
88	Ali-CCA71 Store	1101735020
89	HELTC HomeImprovement Store	1101263654
90	Kiki Digital Store	1103996196
91	Shop1102089085 Store	1102086115
92	GGO Home Store	1104002148
93	My Prettyhome Store	1100905643
94	LUMEN-All Categories Shopping Store	1101350271
95	Madtastic.Online	388135355627
96	cabestdeal	187065817542
97	chandler 2501	316506365728
98	gewindeer	405673004706
99	phry2670 3	197066864248
100	blossomin	306141466703
101	best4u7687	167360424100
102	freepolicyy	365425713247
103	tianzh 3695	146446183419
104	siolitaryer	396249094429
105	senxi-41	306162628832
106	ronghai-03	316578445040
107	baozhui 5	306216937272
108	yhojr888	286438855771
109	liangzh24	388158763821
110	hzxs972100	388139384378

111	AIM Fans	102753446
112	Aipengry	102492153
113	Auueguy	101653602
114	Beneky store	101646352
115	Bingzhi Toy Discount Store	102517032
116	CFXNMZGR	101121277
117	Charlodey Home Mall	102636742
118	CHEXIO Co.Ltd	101668666
119	CHIHUOXIAMAoy	102750719
120	Cowvempl	101676350
121	dongxinrui	102742156
122	EcoMug	102753517
123	FluffBox	102626694
124	FUNNYFAIRY INC	101534627
125	GiggleBox Co.ltd	102626297
126	Growsl	101668686
127	Hamster Store	102626242
128	Jun Jia	102506401
129	KKIMR	102493245
130	LGYHnjuido	101645173
131	LIWAI	102533808
132	LumcQaQ	101618567
133	LuxeToyz	101691833
134	LYFEI	102529573
135	Quality TOYS	102481334
136	ruienshangmao	102739510
137	Ruifushidai	101570536
138	Rushay	102540379
139	Saving Store	101175620
140	shuyan	102717888
141	UikShop	101657156
142	Xhlmnhd	102502160
143	Xiangtai	102646513
144	Yuseik Home	102478225
145	Lil Zhe	101644049
146	Yweeng	102763377
147	KUOZHUOW	102513085
148	Yueity Home	102524222
149	Yizun E-Commerce Co., Ltd.	102485473

150	JinBoXin Co., LTD	101639656
151	A simple world	619e4bd7ad8a70df4cfb9846