

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

BOARD OF TRUSTEES OF THE UNIVERSITY OF  
ARKANSAS, A BODY POLITIC AND CORPORATE,

Plaintiff,

Civil Action No.: 1:20-cv-03837

Judge Manish S. Shah

v.

THE PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Defendants.

**PRELIMINARY INJUNCTION ORDER**

THIS CAUSE being before the Court on Plaintiff, BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, A BODY POLITIC AND CORPORATE’s (“ARKANSAS” or “Plaintiff”), Motion for a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in its entirety against the defendants identified in Schedule A (collectively, the “Defendants”).

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Plaintiff has presented screenshot evidence that each Defendant Internet 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 Plaintiff’s trademarks, U.S. Trademark Registration Nos. 1,566,028; 1,566,056; 1,586,817; 1,565,862; 1,579,111; 1,590,197; 2,125,604; 2,172,442; 2,172,443; 2,172,444; 2,172,445; 2,172,446; 2,887,048; 2,914,988; 3,077,039; 4,385,622; 4,621,530 and 5,300,511 (“The RAZORBACKS trademarks”).

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“TRO”) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of ARKANSAS’s previously granted Motion for a Temporary Restraining Order establishes that ARKANSAS has a likelihood of success on the merits; that no remedy at law exists; and that ARKANSAS will suffer irreparable harm if the injunction is not granted.

Specifically, ARKANSAS has proved a *prima facie* case of trademark infringement because (1) the RAZORBACKS trademarks are distinctive and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use the RAZORBACKS trademarks, and (3) Defendants’ use of the RAZORBACKS trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with ARKANSAS RAZORBACKS. Furthermore, Defendants’ continued and unauthorized use of the RAZORBACKS trademarks irreparably harms ARKANSAS through diminished goodwill and brand confidence, damage to ARKANSAS’s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, ARKANSAS has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants’ actions. Accordingly, this Court orders that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be enjoined and restrained from:

- a. using the RAZORBACKS trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine RAZORBACKS product or not authorized by ARKANSAS to be sold in connection with the RAZORBACKS trademarks;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine RAZORBACKS product or any other product produced by ARKANSAS, that is not ARKANSAS's or not produced under the authorization, control or supervision of ARKANSAS and approved by ARKANSAS for sale under the RAZORBACKS trademarks;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of ARKANSAS, or are sponsored by, approved by, or otherwise connected with RAZORBACKS;
- d. further infringing the RAZORBACKS trademarks and damaging ARKANSAS's goodwill;
- e. 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 ARKANSAS, nor authorized by ARKANSAS to be sold or offered for sale, and which bear any of the RAZORBACKS trademarks or any reproductions, counterfeit copies or colorable imitations thereof;

- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defendants could continue to sell Counterfeit/Infringing RAZORBACKS products; and
  - g. operating and/or hosting at the Online Marketplace Accounts and any other online marketplace accounts registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the RAZORBACKS trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine RAZORBACKS product or not authorized by ARKANSAS to be sold in connection with the RAZORBACKS trademarks.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to Amazon, (collectively, "Marketplaces"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within three (3) business days of receipt of this Order:
- a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the RAZORBACKS trademarks, including any accounts associated with the Defendants listed in Schedule A;
  - b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the RAZORBACKS trademarks; and

- c. take all steps necessary to prevent links to the Defendant Online Marketplace Accounts identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Online Marketplace Accounts from any search index.
3. Defendants and 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 Marketplace Accounts or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as Marketplaces, advertisers, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including PayPal, Alipay, Western Union, third party processors and other payment processing service providers, shippers, and online marketplace registrars (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to ARKANSAS expedited discovery, including copies of documents and records in such person's or entity's possession or control sufficient to demonstrate:
  - a. The identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
  - b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts;

- c. Defendants' websites and/or any Online Marketplace Accounts;
  - d. The Defendant Online Marketplace Accounts registered by Defendants; and
  - e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in 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, Amazon, PayPal, Alipay, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
  5. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), Context Logic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), Alipay US, Inc. and its entities (“Alipay”) and Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY (“DHGate”), shall, within three (3) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:
    - a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any eBay, PayPal, WISH, Amazon, Alipay and DHGate accounts connected to the

information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Jeri Thorpe; and

b. Restrain and enjoin any such accounts or funds that are non-U.S. foreign based from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

6. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants' Online Marketplace Accounts or websites, shall within three (3) business days of receipt of this Order:

a. Locate all accounts and funds connected to Defendants, or Defendants' Online Marketplace Accounts, including, but not limited to, any accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Jeri Thorpe; and

b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

7. ARKANSAS may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to Fed.R.Civ.P. 4(f)(3), by electronically publishing a link to the Complaint, this Order and other relevant documents on a website, or by sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of Jeri Thorpe and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of Court is directed to issue a single original summons in the name of "Pro Bowl and all other Defendants identified in Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from Online Marketplace Accounts

and 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. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to ARKANSAS or on shorter notice as set by this Court.
9. The \$10,000 bond posted by ARKANSAS shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: July 30, 2020



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Manish S. Shah  
U.S. District Court Judge



**SCHEDULE A**

<b>No.</b>	<b>Defendants</b>
1	Probowl
2	Huangshun2018
3	Zonglin03
4	Shunhuang2018
5	Zongling4
6	Cn-Sell
7	Sportsteamsjerseys
8	Aliexpress shop 01 Store
9	Shop5485264 Store
10	Honest-First
11	63S0002 Store
12	Shop5371132 Store
13	Shop5507102 Store
14	Shop5515093 Store
15	Shop5536004 Store
16	Shop5538007 Store
17	Shop5542003 Store
18	Shop5542007 Store
19	Shop5550006 Store
20	Shop5562029 Store
21	Shop5562177 Store
22	Shop5564007 Store
23	Shop5569033 Store
24	Shop5575023 Store
25	Shop5580007 Store
26	Shop5581008 Store
27	Shop5581023 Store
28	Shop5586138 Store
29	Shop5588162 Store
30	HAI TIAN Store
31	zhi gao Store
32	da zhi Store
33	GGM03 Store
34	Shop5584129 Store
35	Shop5791080 Store
36	Shop5797628 Store
37	AB03 Store
38	GGM07 Store

39	SDE6 Store
40	Shop5413088 Store
41	Shop5586207 Store
42	MUTIAN01 Store
43	NY-ROCK Store
44	Personality Store
45	Shop5585131 Store
46	Shop5362245 Store
47	Shop5482072 Store
48	Poloshirtaa
49	Poloshirtll
50	Poloshirt3
51	poloshirtrr
52	Jamas
53	hugh08
54	qualityjersey10
55	fan_sport
56	Top_500_sports
57	finall
58	finejerseys
59	Likejerseys
60	welljersey
61	morejersey
62	tobe-best
63	retorjerseys
64	Christmas_shop
65	Customsportsjersey
66	Topgoods818
67	tradeleadern
68	Jerseys_boys
69	Pen2018
70	Huhoodie01
71	hujersey02
72	Hoodiesno2
73	hs080240
74	hugh01
75	hxy33
76	Hxy88
77	xxy00
78	poloshirtjj
79	poloshirtsss

80	poloshirtwww
81	Jerseydealer
82	Superjerseyfactory
83	Ink06
84	top_04
85	basketballjersey_1
86	gjyshoes0008
87	gemma_yong
88	Hanyituo11
89	Hanyituo12
90	Anycustom
91	Bestgoods_
92	jerseyptb3
93	topshop_
94	Zrz188
95	Ajersey_
96	Jersey_nba_stor
97	Jerseyhbdh123
98	jordan_nba2020
99	luckyhahaha
100	Nazada
101	Rejia_shop
102	zhouqian1992
103	fresherine
104	Nanchang Oh Young Garment Co., Ltd.
105	Shenzhen Seaart Garment Accessories Co., Ltd.
106	xssport
107	anak-29
108	judgeazhar
109	thoande_915
110	CHINA ROCK SHOP
111	JiNanC
112	AB05 Store
113	AK33 Store
114	CW Shun princes Store
115	Dayyyum Store
116	Guangzhou Fengrui Clothing Co., Ltd.
117	Halle-Berry Store
118	NCAASPORTS Store
119	Shop5376304 Store
120	Shop5376331 Store

121	Shop5377230 Store
122	Shop5400025 Store
123	Shop5496183 Store
124	Shop5506070 Store
125	Shop5562077 Store
126	Shop5586312 Store
127	Shop5730271 Store
128	t-shirt08 Store
129	xiao chenchen Store
130	ZHAO DI Store
131	B2bcn
132	baishi1
133	baishi7
134	baishi9
135	bincheng7
136	bincheng9
137	Buckeyes2017
138	Buybestgoods
139	C20182604
140	c2604
141	chinafashion10
142	Clothing_dealss
143	collegebasketball
144	Cooljersey
145	Countrysidelocks
146	Cyclingfever
147	Davidjersey
148	designbyhumans
149	Designtshirts201802
150	Dorajerseys
151	Fanasticsports
152	Fanaticdealers
153	Fans_edge
154	Fansmore
155	felixtrading
156	Funnywork
157	gali1
158	gali10
159	gali7
160	gali8
161	gamemen

162	Gemma_young
163	good_shirt
164	Handdrawntees
165	Hanyituo13
166	Happytshirt53
167	Hellomicki
168	heyjuly
169	Hezongming88
170	hockey001_jersey
171	Hot_hot_jerseys
172	Hotzove
173	hs080234
174	Hxsports
175	huohuo2014
176	hxxy22
177	Hynbajerseys
178	Jasonwholesale
179	Jerseyptb12
180	Jerseyptb5
181	jie46
182	Linaspport
183	linhuangbin
184	Linxiaolin152831
185	Lisafansjerseys
186	Liting4858
187	Mark_shop
188	Mensmonopoly
189	Mentality80
190	michaelwen2008
191	mickisportsjerseys
192	Mrbronson79
193	ncaa001
194	Ncaa3740
195	Newlife20161001
196	Newstylesoso
197	nfcjerseys
198	nicegoodstore
199	Officialtopjersey
200	Onthefieldjersey
201	Parajumpers01
202	pinkcup

203	poloshirtee
204	poloshirtsjf
205	Projerseydealer
206	Projerseyfactory
207	projerseysword
208	ptbunion6
209	ptbunion9
210	Qwefdsgrw1
211	Redtradesport
212	rosejerseys
213	Sdkdojb
214	Skcword
215	Small_shopping
216	Superbuyer_138
217	Susanandy
218	teamtshirtstore1
219	thejerseysleague
220	tntjersey
221	Tomhanksmantees
222	Top_10_seller
223	Top_jersey_shop
224	Top_jersey_stores
225	topretrojersey
226	topsportscenter
227	Tryones
228	ttl123
229	uniquetshirts
230	usa_jersey_shop
231	Usa2001
232	vancltrade
233	wenlong1
234	Xt23518
235	yfbzxx
236	yuxin0009
237	Zhangxinye001
238	nan nan stroe
239	Diycharms Store
240	Shop1752349 Store
241	COOCOO Boutique Store
242	DIYclub Store
243	YOYOYOO Boutique Store

244	qimao
245	yijieby1
246	yijieby2
247	Zhoufangyu6
248	Navyjewelry
249	beadmade
250	comeonyan
251	fanmagz
252	haicharms
253	jewelrycharms88
254	logolots2010
255	sassis-us
256	shenlong198
257	starmoonm
258	wuduxing
259	99 Boutiques Store
260	Alloy Manufacturer Store
261	danyuxuan Store
262	Doreen Box Official Store
263	DoreenBeads Choker Store
264	DoreenBeads Yiwu Store
265	Floating locket charms
266	JUMAO Store
267	Lian Cun's store
268	lvkeyu Store
269	lzjun Store
270	Melone Jewelry 123 bangles Store
271	Mongo Store
272	mucis box glass cabochons Store
273	Price To Value Store
274	WHYB Accessories Store
275	Yiwu Hawkins Ltd Store
276	a41132419870118
277	diyshop2012
278	fuyu3
279	glioner
280	huizhilanxin
281	keychian66
282	lafenglong
283	limingming4000
284	liuyongdjf

285	Ravishing
286	xingyue_store
287	yijieby
288	Yzswndxy
289	zj501288
290	Stickers Decal Store
291	HungMieh Official Store
292	Lucheng Store
293	XINLANGONGYI Store
294	Shop1485369 Store
295	UgattaGift Store
296	Chuang Tuan Store
297	MAXUN Store
298	MAYANG Store
299	Tao Ju Store
300	Xing Guang Store
301	YaYi Store
302	plitvice
303	Cangnan Honorto Trading Co., Ltd.
304	consoledecals
305	skinfans
306	Animal park Store
307	BDX-STICKERS
308	Car Barbara Store
309	Car World Everyday Store
310	Decoration My Car Store
311	DSYCAR Direct Store
312	DSYCAR Global Store
313	earlfamily A6 Store
314	earlfamily A7 Store
315	Emonter Energy Co., Ltd.
316	Pegatina 8818 Store
317	Shop2310005 Store
318	Shop5004265 Store
319	<b>Shop5235047 Store</b>
320	Stickers Online Store
321	TGS TGSStickerHouse Store
322	TSTZ Store
323	xuanying Store
324	YJZT Official Store
325	Xymy787



326	Xymy797
327	baoneon
328	bygotech
329	fonghui
330	honghui18
331	ksve_neon
332	Liqiong001
333	hinda
334	Neon_sign
335	Neonlampshop
336	Shinning10000
337	shinning2050
338	Army base world Store
339	emersongear EMERSONgear Industries Co. Store
340	Changsha Shi Ya Accessory Co., Ltd.
341	topgreat_patches
342	HEHUOREN Store
343	HEY YONNIEX Store
344	iORRA Store
345	MotoPATCHES Official Store
346	Shop2547004 Store
347	Yu&Jia Patch Factory
348	atril45
349	widvend_0
350	Itrustworthiness
351	HarrodxBOX
352	IYOWEL®
353	Penelope Tours
354	TofuArt
355	Denim Meow Official Store
356	NuoYing Store
357	Sb20131410
358	sbifk20131410
359	Wuxi Fun Toy Company Limited
360	Yiwu United Crafts Co., Ltd.
361	Wuxi Stoter Import And Export Company Ltd.
362	Yiwu Sunflower Commodity Factory
363	Kc_flag
364	Labalon
365	dedkusnand-0
366	id2015-priw

367	pantugulto0
368	perillcusto-0
369	renhanan
370	sofyasupriad0
371	happy_mall
372	Dongzhou Baiyi Construction Engineering Co., Ltd
373	fly-lubi Store
374	styleport
375	surperme
376	zeya-1
377	Amai store
378	Chik yx
379	Taoze Trading Co., Ltd.
380	Ulouquton
381	ms137260592029
382	Personalized Quality Store
383	Mdsport
384	XQ Beads Store
385	Yumi 100% Jewelry Store
386	zhoufangyu3
387	Dobro Shop(Ribbon Wholesale Center)
388	Pretty Ribbon&Crafts Inc.
389	topribbons Store
390	muhazae_0
391	LeauHouin
392	LyTa Doja
393	camatstore
394	Hengyang High-Tech Development Hydensky Gift Firm
395	promugstore
396	Shenzhen Ai-Mich Science And Technology Limited
397	sunshinestore
398	Wuhan Kirry Trading Co., Ltd.
399	xeroheroart
400	82_airborne
401	cocoXU
402	Denuo En US
403	ETERN US
404	Luyhusgfh
405	Moirlay Claphan
406	SGTP
407	wanhuzyo

408	xingpanju
409	Quanzhou AIMI Melamine Ware Co., Ltd.
410	Shop5595135 Store
411	Whmmug
412	bigeye55
413	trustbest
414	Zfx2046

卖家 SellerDefense