

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

WHAM-O HOLDING, LTD. and
INTERSPORT CORP. d/b/a WHAM-O,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No. 1:20-cv-06011

Judge John J. Tharp, Jr.

Magistrate Judge Jeffrey Cole

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiffs, WHAM-O HOLDING, LTD. and INTERSPORT CORP. d/b/a WHAM-O ("WHAM-O" or "Plaintiffs"), Motion for a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiffs' Motion for Entry of a Preliminary Injunction in its entirety against the defendants identified in Schedule A (collectively, the "Defendants").

THIS COURT HEREBY FINDS, in the absence of adversarial presentation, that it has personal jurisdiction over the Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. "In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state)." *Am. Bridal & Prom Indus. Ass'n v. P'ships & Unincorporated Ass'ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiffs have 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 Plaintiffs' trademarks. *See* Docket No. 11 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 FRISBEE trademarks, U.S. Trademark Registration Nos. 4,046,202; 970,089 and 679,186 ("The FRISBEE 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 WHAM-O's previously granted Motion for a Temporary Restraining Order establishes that WHAM-O has a likelihood of success on the merits; that no remedy at law exists; and that WHAM-O will suffer irreparable harm if the injunction is not granted.

Specifically, WHAM-O has proved a *prima facie* case of trademark infringement because (1) the FRISBEE Trademarks are distinctive marks 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 FRISBEE Trademarks, and (3) Defendants' use of the FRISBEE Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with WHAM-O. Furthermore, Defendants' continued and unauthorized use of the FRISBEE Trademarks irreparably harms WHAM-O through diminished goodwill and brand confidence, damage to WHAM-O's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, WHAM-O 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 temporarily enjoined and restrained from:
 - a. using the FRISBEE 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 FRISBEE product or not authorized by WHAM-O to be sold in connection with the FRISBEE Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine FRISBEE product or any other product produced by WHAM-O, that is not WHAM-O's or not produced under the authorization, control or supervision of WHAM-O and approved by WHAM-O for sale under the FRISBEE Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of WHAM-O, or are sponsored by, approved by, or otherwise connected with FRISBEE;
 - d. further infringing the FRISBEE Trademarks and damaging WHAM-O's goodwill;
 - e. otherwise competing unfairly with WHAM-O in any manner;

- f. 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 WHAM-O, nor authorized by WHAM-O to be sold or offered for sale, and which bear any of the FRISBEE Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;
 - g. 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 FRISBEE products; and
 - h. 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 FRISBEE Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine FRISBEE product or not authorized by WHAM-O to be sold in connection with the FRISBEE Trademarks.
2. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to PayPal, WISH and Alipay, (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

FRISBEE 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 FRISBEE 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, but not limited to, 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 WHAM-O expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

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 temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
5. Any Third Party Providers, including eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Context Logic, Inc. ("WISH"), Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. and its entities ("Alipay") and Huguang 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:

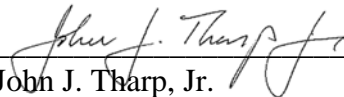
- a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any eBay, PayPal, WISH, Amazon, Alipay and DHGate accounts connected to the information listed in Schedule A hereto or the email addresses identified in Exhibit 2 to the Declaration of Todd Richards; 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 five (5) 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 Todd Richards; 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. WHAM-O 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 doing both of the following: (i) electronically publishing a link to the Complaint, this Order

and other relevant documents on a website and (ii) sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of Todd Richards 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 “fast2world 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 WHAM-O or on shorter notice as permitted by this Court and in compliance with the Federal Rules of Civil Procedure and Northern District of Illinois Local Rules.
9. The \$10,000 bond posted by WHAM-O shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

So ordered.

Dated: November 10, 2020



John J. Tharp, Jr.
United States District Judge

SCHEDULE A

No.	Defendants
1	fast2world
2	Huainan Liyuan Sports Goods Co., Ltd.
3	Shanghai Nomads Leather Co., Ltd.
4	Shenzhen Tomsan Technology Co., Ltd.
5	Suzhou Juicyou Sport Equipment Co., Ltd.
6	Xiamen Shuojia Industry And Trading Co., Ltd.
7	Yiwu Wetrust Import Export Co., Ltd.
8	ailikeji
9	aiyamore
10	angel-city
11	aoc888
12	aoxin-33
13	beshinningstore
14	corpereal2010
15	cute-panda7788
16	daffrh854
17	diy-electronic
18	don_2892
19	eastern_20
20	efuntimo
21	eliteshopula
22	fade19900
23	fang19801117-1
24	goodlife201
25	gowin_electronic
26	gumeixi-25
27	gzjdx-61
28	horizon_electronic
29	huny_4514
30	j_fanty
31	jaydean.cabin
32	jddi_17
33	jiadi13
34	jiadi-14
35	jiaid_54
36	jinming2011_8
37	jueernis

38	kugeli12015
39	la-la-88
40	lhjia_64
41	lihal764
42	likeflo_51
43	linahu88
44	linnflickmall
45	lisa2-57
46	lubeidun_630
47	luckylin2020
48	maozoha
49	matan-4543
50	mcneyne_78
51	naapaaa
52	okay8-buy
53	run-168
54	rxyjia_d_3
55	s0fu-63
56	sell4sale
57	skype-29
58	tekace2018
59	ther-286
60	tom2_25
61	top_electronic1980
62	triple_m_online_store
63	wiiker
64	xckejiz87
65	yulinswa_9
66	zhang-441060
67	1k9bulldogs
68	2015happydeal
69	365smile
70	511_koria
71	8_47147
72	berry-pet
73	bigbig_home
74	bocco10
75	brilliant-ph
76	buyawilldeal

77	bxe888
78	cazahye
79	chenasy7
80	closeexpens_19
81	closeexpensi-7
82	coconutstore
83	czliang-8896
84	dand_3778
85	ddxx55
86	didog-pet
87	dipper-dubhe
88	doraemon_pocket
89	eason_6723
90	eirwe6-16
91	emalldeaIstore
92	emarketslinestore
93	fangbianle
94	fist-line1
95	fist-line2
96	flowersgrass
97	freshmall3
98	gc_supermarket
99	halishio
100	happierstore
101	hnjishu
102	jack-zhanga
103	jdjiad_73
104	jdjiad-66
105	jdjiad74
106	jdjiad79
107	jenux.w
108	jewelry-base
109	jiad-7732
110	jiadi20
111	jiadi-79
112	jin hao.tao
113	jiqji0
114	jiyusky-1
115	joldew_zm

116	jourmine
117	kakabellshop
118	kzyu_17
119	lbright2020
120	leejdi29
121	lhjia_8018
122	lhjiad-2
123	love-liverpoo
124	mars300492
125	matam1454
126	merit-la
127	merit-le
128	mido-5554
129	mieiel6792014
130	mosphiatanbul
131	mxqtech
132	newone2019
133	nongsv_32
134	obera2020
135	odhe15
136	okay-buy168
137	onlink24hs
138	ppptyiad_6
139	qinweilijin36
140	rasgswkgflgq45
141	rdrwhplr-8
142	royal-belle
143	savateshop
144	sesti29kuy
145	skinpartner
146	slokjy7g
147	smartdog-store
148	songge00
149	sprm-1010
150	squirrelcute4
151	star_2822
152	sziming-52
153	tihbwowi_2
154	urichdealstore

155	venemines
156	vimi3230
157	whitedaisy666
158	wholeunivers52
159	wholeuniversa87
160	wideopenexpe40
161	wideopenexpen15
162	wobookstore
163	xuanx_48
164	xuefezha_0
165	yo_sicil
166	youjiu-80
167	yuxis-8
168	517shopping
169	cutedada
170	dongchengde
171	enjoydeal68
172	fuwubu05
173	fuzhouyoukenmaoyiyouxiangongsi
174	guotianliang
175	Heart Sweet
176	jixiaowei
177	kesdemont
178	leaders-SDE
179	Luky485
180	onebuyus
181	pootawun123
182	Ropas
183	salestandard
184	shuxiajun
185	tingyuzhuifeng
186	yuanwenshuai
187	Ablines
188	beiweiqidu
189	Camellia
190	CCCherie
191	Dick XBB
192	fashions-stores
193	fenfangstore

194	G-E-D
195	grace-choice
196	hangzhoushenduhg
197	huangxiaodong66058
198	LANJING888
199	lunali
200	owlzaw
201	tianhuihui
202	TOP HUNTER
203	weforpaws
204	WXDSA
205	xidian store
206	Aevoule
207	Arce Shop
208	Artshu Store
209	Bery Silky
210	Bigsupermall
211	BinGo Home
212	BOLLAER STORE
213	Bridge Rain Jewelry
214	CASKAER
215	Cast-packard
216	ChengHeDianzi
217	CHI YE
218	COCOKUBU
219	COOCOOB
220	Coogifts
221	CrazySoul
222	DeniCar
223	Drothow
224	engHe88Hao
225	Erica Hart
226	Everich Toy
227	Free living shop
228	GOGOLL
229	GSW-US
230	GXXKKG
231	HappethomeUS
232	HEMEIJIA

233	huading
234	HUANG-SHAN
235	HUIDAMAN-SHANGHANG
236	Hye
237	JayaMuseum
238	Ji Yu technology
239	JiakeHome
240	JiaXingus Shop
241	Jiayit
242	Ji-gui
243	Jikaihong
244	JinNinBaiHuo
245	KUNZENT
246	Linley
247	lipengfei001shop
248	luoqiang123
249	lvliangshilishiquxiaoguangbianlidian
250	mamajiajudian
251	Monkey house
252	MZJ-US
253	NAHAOZHI
254	PDISON
255	Pikakos
256	Qi Qi
257	R94R
258	Redmoon0204
259	Ricisung
260	SaiFengTeng
261	Salya
262	SanJiaoMei
263	ShenYeMaoYi1
264	sunrise co.ltd.
265	SuperUS
266	tangtangdexiaowu
267	TIANXIANGUS
268	tyzhijiang
269	Uaerpov
270	W-boll
271	winsstraveler

272	WWMZ
273	Xiaofen Pan
274	xingxuanyuanbaihuo
275	XUFANGUS
276	yongyixiaodian
277	youtengmaoyi
278	Yuanmeng store
279	ZBENERGY
280	ZhengDaBoLi
281	zhuantougongsi
282	Zoommz
283	zymbhxx
284	👤 simply+lin 👤 Clearance/ hot Sale
285	Creation Core
286	Flora hermosa
287	Handsome666
288	Happysource
289	JackFum
290	Lino's 329
291	William D Loftis
292	Afortunado Store
293	Afortunado Xin Store
294	African- Fashion
295	Age Of Enjoyment Store
296	AHORA Tienda Store
297	Alidada Leading lifestyle Store
298	Ali-house Improving Store
299	Aliyeye-Pet Store
300	Aquarium13264278 Store
301	Bluk Purchase Store
302	BoBi Art Store
303	China Department Store
304	Couergem Life Store
305	CT Maternal baby Store
306	Cute Pets Market Store
307	DropShipping Towdiy Life Store
308	FIYDNDS Store
309	FlySong
310	Fully Interesting Store

311	GD Life Store
312	Green Garden
313	Haveaniceday Store
314	Hdream Store
315	Hefei World Bag Co., Ltd.
316	HOGNSIGN 33566831 Store
317	Home-Garden Thriving Store
318	Homeware & Pets Store
319	HOSPORT Light Store
320	House Warm Decoration Store
321	Householder Store
322	HTL Sweetlife Store
323	IF YOU
324	JianXX House Store
325	JinyinPets Store
326	JUNANGLE Store
327	Jx's Art Residence Store
328	Kitchenware Drop Shipping Store
329	Latter Days Store
330	LeLe.2019 Store
331	Lhuang Store
332	Living Funny Store
333	Liyou Industrial Co., Ltd.
334	Loving Grocery Store
335	LuckyPet Store
336	LZ&TURT Store
337	Magical Life Store
338	Mother & Children's Preference Store
339	Muzi healthy care Store
340	Okids Store
341	Pet Companion Store
342	Pet Top Quality Store
343	Pretty&Better Pethome Store
344	Rabbitgoo Store
345	Raindrop Toy Store
346	SAB loves life Store
347	Sanmen GEESAS Rubber Plastic Technology Co., Ltd.
348	Sea Amoy Technology Co., Ltd.
349	Shengzhou Wanshi Electronic Commerce Co., Ltd.

350	Shop5573178 Store
351	Shop5601198 Store
352	Shop5736344 Store
353	Shop5784805 Store
354	Shop5786281 Store
355	Shop5791659 Store
356	Shop5885284 Store
357	Shop910320290 Store
358	Small H Store
359	splendid Makeup Store
360	Today with you Store
361	TOP10 Petfactory Droppshipping Store
362	Transer Zootropolis Store
363	VOE Store
364	Warm Home-Life Store
365	Wendy's dogs cats Store
366	Whopet Store
367	Wuhu Meowang Enterprise Brand Management Co., Ltd.
368	Wujinjin Festive & Party Store
369	Xiaolaixi Store
370	Xinwangjin Store
371	Xinxiang Dixini E-Commerce Co., Ltd.
372	YOMI Z Store
373	YOYOS Pets Products Store
374	YT-PET Store
375	YunMi Lace Store
376	ZLove pets Boutique Store
377	ZMONH Lifestyle Store
378	20Just For You Store
379	A loving Pet-s Store
380	Abbyae Petlife Store
381	Ahwoo and Groo Store
382	AHWOO GROO Store
383	AliSelecting Store
384	ANGFAN Store
385	armi Store
386	Barry Store
387	Beautiful Life house improvement Store
388	BEBEPET Store

389	Caiyun House Store
390	CHaoximiao baby Store
391	DAN DAN ZI Store
392	Dedication Store
393	DGZC Store
394	Dogbaby Internation Store
395	Dogbaby Official Store
396	Dongguan Sir Jet Plastic Technology Co., Ltd.
397	DreamKids Store
398	FancyDog Store
399	FancyPet Store
400	good vivid Store
401	Happy Feathers
402	Highcool Store
403	Home Zone
404	HomeHomeLife Store
405	Idea Factory Gift Store Store
406	ILopuppy Store
407	iLovePet
408	KEMISIDI Kemisidi Store
409	Legendog Designer Store
410	LeZhiCai Store
411	Life Of Thrones Store
412	Luium Life House Store
413	MoringStar Outdoor Store
414	Mosodo Store
415	Niu Feng Store
416	ome of aquarium pets Store
417	ONMIER Official Store
418	OREOPET Store
419	owlwin Official Store
420	Pet Family 001
421	PetClub Store
422	PETIN Store
423	petshy Official Store
424	PetsLife Store
425	QBZYMQ Store
426	Qsezeny Official Store
427	Shanlaiqucw Store

428	Shop5617155 Store
429	Shop5779809 Store
430	Shop5783985 Store
431	Shop5793290 Store
432	Solar Plastic Products Co., Ltd. Store
433	Sports-Favor
434	stitchdog & stichcat Store
435	SuYuan Store
436	TLOF Store
437	WenQing Load Store
438	Workingman Store
439	Wortcare Pets Store
440	Xiang Bing Store
441	zhejiang discountonline .co.,ltd
442	Angellababyshoes
443	bybabrother
444	Ew_sap
445	Faone20
446	Fashion_living11
447	fbahelper
448	ghk418418
449	Good_01
450	haimai2020
451	Hgh123hs
452	Highqualityok
453	highqualityok2
454	Huijuanstores
455	kidsneakers1
456	Kidsneakers2
457	life_supermarket02
458	Lisapet
459	Lisapet1
460	Lisapet2
461	Lisapet3
462	Lisapet4
463	Mituhome
464	nogo
465	Offpillow
466	rachelz

467	Rapidly01
468	Suyu25224
469	tomhome1
470	topmasks2020
471	Woyanga
472	Wumichael520
473	xqs168168
474	Yellow123hgh
475	Zengjianwu1993
476	Caifudiandhgate
477	Luxurycat_store
478	Partner2018
479	Reallygoods
480	Shelly0716
481	Star_boy
482	Tangshanxiexin
483	Toys_market