

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

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

Plaintiffs,

Civil Action No.: 1:21-cv-00225

Judge Matthew F. Kennelly

v.

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

Defendants.

**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 that it has personal jurisdiction over the Defendants since the 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' trademark. *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 HULA HOOP trademark, U.S. Trademark Registration No. 739,307 ("The HULA HOOP Trademark").

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 HULA HOOP Trademark is a distinctive mark and is registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use the HULA HOOP Trademark, and (3) Defendants' use of the HULA HOOP Trademark 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 HULA HOOP Trademark 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 HULA HOOP Trademark 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 HULA HOOP product or not authorized by WHAM-O to be sold in connection with the HULA HOOP Trademark;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine HULA HOOP 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 HULA HOOP Trademark;
  - 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 HULA HOOP;
  - d. further infringing the HULA HOOP Trademark 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 the HULA HOOP Trademark 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 HULA HOOP 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 HULA HOOP Trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine HULA HOOP product or not authorized by WHAM-O to be sold in connection with the HULA HOOP Trademark.
- 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

HULA HOOP Trademark, 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 HULA HOOP Trademark; 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 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. eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), Context Logic, Inc. ("WISH"), Amazon Payments, Inc. ("Amazon"), Alipay US, Inc. and its entities ("Alipay"), and SIA Joom, which operates the Joom.com platform ("Joom"), 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 Joom 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 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 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 electronically publishing a link to the Complaint, this Order and other relevant documents on a website, and by 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 “Aertuer Commerce And Trade Wuxi Co., Ltd. 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 set by this Court.
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.
10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiffs’ Schedule A attached to the Complaint, which includes a list of the Defendant Online Marketplace Accounts; and (2) screenshot printouts showing the active Defendant Internet Stores for the Defendant Names (Exhibit 2 to the Declaration of Todd Richards).

Dated: February 12, 2021

  
U.S. District Court Judge



**SCHEDULE A**

<b>No.</b>	<b>Defendants</b>
1	Aertuer Commerce And Trade Wuxi Co., Ltd.
2	Hebei YouJie Medical Devices Co., Ltd.
3	Xiamen Packrich Imp. And Exp. Co., Ltd.
4	Yingpei (Jiaxing) Import & Export Co., Ltd.
5	Yiwu Lingtong Import And Export Co., Ltd.
6	appliedcrafty
7	aravinda_g91
8	assaman-0
9	auteng01
10	beeta_online_store
11	boss-torch
12	clickshop2020
13	donna66369
14	dreamburgh
15	ele_energy
16	figo_5531
17	figo_9570
18	funtostore
19	hfkj-store
20	idealshippingstore
21	iditzsimz
22	itream3r
23	kisskiss1236
24	levesland
25	lop34
26	loptron-new
27	lovestory6688
28	mbodydetox
29	microfacelift
30	mieiel6792014
31	rushop-online
32	saunas81
33	semaraw-0
34	skinanalyzer
35	sourcandystore
36	superslimming
37	tomla1210
38	tybh_15
39	vacuum_13
40	veeapego
41	veeape-pro
42	w-fann3

43	youdealshops
44	yu_hui_ling
45	yylx-s7
46	yylx-s8
47	ALANSHOP1
48	Aleskha-House
49	aliyun eletronic
50	bcihww3
51	Billy Walter
52	boris89
53	chenchenlei
54	China Angel Store is an authorized merchant
55	crcrjisva
56	dealbuy2017
57	DIL
58	Ejonir injonirS
59	flowerworld33yy3
60	honghongheyuanyuan
61	JINJIAHUI FOREIGN TRADE CO.,LTD
62	liubo74
63	liuchao2501
64	Lucky Store 888
65	MeiguiBaihe
66	miguel salazar
67	Mulan Chen
68	PENGDEHUAN
69	RANWEIWEI
70	shangjear3639
71	sheshanpaemen
72	Snowballl
73	Sown stitch
74	Take Official Store
75	wufeifeidexiaopu
76	WynnLada
77	zhangxueying2
78	AAW Home
79	AiDeHuaKeJi
80	AiJun us
81	ALLNICE
82	AMZYXZ
83	An Meiyou
84	APSC LIMITED
85	Aranco
86	AshleyZM
87	Asia-L

88	Auapohao
89	Azcat love gege
90	Baiancy
91	baodexianhuihuibangongyongpinmenshi
92	bealy
93	Beautiful Lies
94	beijinglianhe
95	beijingxingyukangmei
96	biligram
97	biyingshangpu
98	Bo GaoUS
99	Body Wellness
100	BonBie
101	BTSELR
102	Cai YAN YAN
103	ChangBo2068
104	ChangChunShiJiuChengHunNingTuYouXianGong
105	Chengwangly
106	Chier-Direct
107	CONGcong
108	Cozy cottage xiao
109	Creeracity
110	CRTEPST US
111	CTRL-ZS
112	CXKSSL
113	CYSJX
114	CZXJKKL
115	DADADFJFDSI
116	Dasinko
117	Dbzz
118	DKPlus
119	Docerlady
120	Dongmei life
121	Dragon Honor LLL
122	DxyDxy
123	easy_joy
124	Echolife
125	Eco Memos
126	etateta
127	etmaxter
128	EUMGLOBAL
129	FANGSHANGUNIANG
130	FeiYuXiang Home Furnishing
131	Felerin
132	FENG SENG

133	fengchengdianzi
134	fengpuhongdedian
135	FEOKDEGD
136	FINE TOPTEC
137	FLEXISTRAP
138	Funkeet
139	GANGYOU
140	geerfu
141	Gent House
142	GOHAYA888
143	GoldenPlayer-3-15 Days Arrival
144	Goldtime Store
145	GOSHOWIN
146	GreenOrganic
147	Grefic
148	gsgsdgf
149	Guangzhou Sharing Chain Health Technology Co., Ltd.
150	guangzhomujie-US
151	Gulame
152	GXQFD
153	GYFBHD
154	GZHJH
155	gzhongqi
156	GZYM
157	haerbinshiachengquyongzhenriyongbaihuoshangdian
158	Hahasa Store
159	Hailangshop
160	hailehui
161	hainanfuhaoshangmao
162	HandsinHands
163	henanxinqidianyunshuyouxiangongsi
164	HengRuiDian
165	henwang66
166	Hisasi
167	HJDSEA
168	Homeyi
169	Honey cat20
170	HSZSZY
171	huaguanyijin
172	Huihui youpin
173	HXAZGSJA
174	HYMMG
175	Jane Firm
176	Jekei
177	jhkykiuk

178	JHWLKJ
179	JIAJIASHANGMAO
180	jiangruilv
181	jianzhugongchengss
182	JINGJING123
183	Jingqian-US
184	JINGUI STORE
185	JinTao Li
186	Joeupin
187	Jolitac-US
188	Jolly We
189	JR-NA shop
190	junjia
191	junjingxiaobu
192	JuSan
193	KEYMI
194	KGIDK®
195	KOKELI
196	KTSDTS
197	LanDok-US
198	LechengYY
199	LEJINDIANZISHANGWU
200	Lemon Home
201	leofit
202	lfmt
203	Life square
204	LILE US
205	Lincangfanyishangmaoyouxiangongsi
206	linyma
207	LIUJIADAXIAOJIE
208	LiuLinXianFengFeiFuZhuangDian
209	LJQBEX
210	LMSCO
211	LongXF-USA ☆☆☆☆☆
212	LOVE WH
213	LU SEVEN DAYS
214	luanxianghome
215	Luopeidedian
216	lvliangshilishiquwanglimeiwujinrizadian
217	LYFashionhui
218	magicmall
219	Mairola Toys
220	MAYgirl
221	Maylai Home
222	Mayshowes

223	MGHDSky35
224	Mingjue SHOP
225	MIYANGSHOP
226	MOSDOO
227	MotH
228	Mr Pluto
229	Mse-us
230	MT-WSQ
231	NGC Control
232	NiuDaDa
233	nooneone
234	Not to mention making money
235	nsymz
236	Oak-Pine
237	OJXY
238	OlymCAF
239	Peseagre
240	Phobby
241	Pingyao Meichen Department Store
242	pipeu
243	powerasus
244	Puffin rescue
245	PUREUS
246	puyangshizhiweishangmao
247	qianlimaoyi
248	Qiluo Digital Technology Service Department
249	Qin Gaopan
250	QINGtian-com
251	QJMOTO
252	quanai's shop
253	qufengxiang
254	quyueyuanlinsheji
255	RANFCE
256	Regilt
257	Remi-Isle
258	rmbz
259	rongrong store
260	rongshenusa
261	rtetrff
262	RuiDeHua Store
263	sdsdaef
264	Shanghai Yunfei Trading Co., Ltd.
265	ShanXi YiPianYun KeJiYouXianGongSi
266	shanxihetaoshangmaoyouxiangongsi
267	shanxishengpingyaoxianfengqianlaicaiwujinpifashang

268	Sheng Yujie Clothing
269	shenghai home
270	ShengSenXiangYuanLinLvHuaYouXianGongSi
271	Shenzhen Great Intelligent Technology Co., Ltd.
272	SigoodsOfficial
273	song-qingyang
274	Starspuff Direct
275	Sunshine All
276	sweet windy
277	SZJTX Dress
278	TaiYuanShiWanBaiLinQuZhongAoBaiHuoJingXiaoBu
279	taiyuanshixinghualingqujinjipengyueqidian
280	TaiYuanXingFengYuDianZiShangWuYouXianGongSi
281	TangML-USA
282	tangtangdexiaowu
283	TAOY
284	TASHIREQING store
285	Tiidmakker
286	TKWei
287	tommy2020
288	Topwon
289	touUSA
290	TOY STORE
291	Tukiilo
292	TwoMonkeys
293	TYXHJ
294	US-Yakuin-Service
295	Versimo Global Sport Shop
296	WalkDiary
297	Wang-Ruomei
298	wefthy
299	weichiT
300	weimingshop
301	WELCOMELE
302	WELLLZGG
303	WELTD
304	weopf
305	WESTIE INNOVATION LIMITED
306	wofeida11
307	WONdere👉Quick Delivery 8-13 days👉
308	wudichongwuyongpinyouxiangongsi
309	wxhymx
310	XFLYD
311	XFQShop
312	XGN

313	XIAOXIAO1991
314	xihouhome
315	xindadianzi
316	XINDAZHIYI
317	XINDUQUXINFANZHENJIANGBIRIYONGPINDIAN
318	XINYIYINGTENG
319	XinZhou Shi XinFuQu JiaJia BaiHuoDian
320	xinzhoushixinfuquhuijuanjiayongpindian
321	xueqishangmao
322	xym-us
323	YangJianMingXieHang
324	YAZHU-com
325	YCT ART
326	Ye De Dian Zi
327	YIERYIER
328	YISHUAIBAIHUO
329	yiweixunxian
330	yjyby
331	youwith joy
332	YPSMJK
333	YRIGSUN
334	YT couple
335	YuLinShiYuYangQuJinYiWuBaiHuoXiaoShouDian
336	ZHANGHJ
337	Zhanghuibin
338	Zhiqiang999
339	ZHISHIB
340	ZLQ-USA
341	Zoross Life
342	ZSH119
343	9\$ Women Shopping Store
344	BG Fitness Store
345	dfasmz Store
346	Doubleyi Store
347	Dropshipping Sporting Outdoor Store
348	Explorer outdoor discount Store
349	Gimifit Store
350	Girl's Make up Store
351	JoyousCare Store
352	JT RC Toy Store
353	LinGoTravel Store
354	MustYou Store
355	Norwich Cycling Store
356	Our Globel shipping Groceries Store
357	Outdoor-Healthy-Lifestyle Store



358	Shop4426088 Store
359	Shop5081381 Store
360	Shop5243273 Store
361	Shop5287016 Store
362	Shop5499032 Store
363	Shop5505016 Store
364	Shop5793014 Store
365	Shop5883395 Store
366	Shop5974279 Store
367	Shop900248345 Store
368	Shop910640045 Store
369	Shop911059044 Store
370	Southerly Outdoor Factory Store
371	SRJOINFIT Store
372	SunMoonKids Store
373	Tam Pleasure Store
374	XLXSMT Store
375	Yun Shang Store
376	barrysport
377	Best Sports
378	ChengYi shop Female Bag
379	DPGO
380	feive
381	Hinmax-Service
382	Hobby Sporting
383	Outdoor Equipments
384	Substantial Sport Products
385	topone store
386	ToysAndHobbies

