

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

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

Case No.: 1:21-cv-00320

Plaintiffs,

Judge Robert M. Dow, Jr.

v.

Magistrate Judge Jeffrey T. Gilbert

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' trademarks. *See* Docket No. 12 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 are 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 Defendant Internet Stores, 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 Defendant Internet Stores 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 Internet Stores identified in Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores 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' Internet Stores 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 three (3) 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;

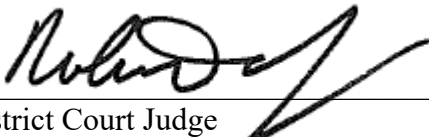
- b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Defendant Internet Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Defendant Internet Stores;
 - c. Defendants' websites and/or any Defendant Internet Stores;
 - d. the Defendant Internet Stores 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 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 Defendant Internet Stores or websites:

- a. locate all accounts and funds connected to Defendants, Defendant Internet Stores, 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 Defendant Internet Stores, shall within three (3) business days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants, or Defendant Internet Stores, 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 “2020_ericjia 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 Marketplaces 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 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).
10. 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.

Dated: February 18, 2021



U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	2020_ericjia
2	adamhihi1122
3	bestshoppingv
4	bigbigphoneseller
5	customerservice99
6	gadgetjar
7	howfunlala999
8	mobilon2013
9	moredealphone99
10	pearpat
11	pearshift
12	promotionphoneyu
13	richrichrichlala99
14	skiptrac
15	smartphonecell
16	seethenrtghlq
17	soughezidtga
18	thefargsxyt
19	touthetsmkx
20	yangje
21	YZX Forward
22	Golden Shadow
23	KOOLTAIL
24	PHILOGOD
25	Zonadeals
26	Anna Party Supplies Store
27	Biggest Tree Store
28	CBEC Party Store
29	GEO Store
30	GET-TI House & Party Supplies Store
31	Glorious Party Supplies Store
32	GuoMao Store
33	have a trying Store
34	Hey Children Store
35	HG Store
36	Highlight Store
37	Little Monkey Store Store
38	May Stars Store
39	New Future Store
40	Shop5599129 Store
41	Shop5779771 Store
42	Shop5800451 Store

43	Shop5840005 Store
44	Shopping Together Store
45	worth :)it Store
46	Wowa Decor Store
47	bincheng7
48	dzuprighth
49	gali7
50	lxdhgate1
51	Shenzhen Hoshi Electronic Technology Co., Limited
52	2015idsubr
53	2018huangqiu
54	69-c-xiu
55	abey1store
56	abyss two
57	aksz_online
58	ali_verb
59	amirdro_0
60	anmi269
61	aobo_92
62	avibi-53
63	best.top.shop
64	bestandcheapseller
65	bestdeal-phonemylink
66	bestservicephone8819
67	bluecreamstore
68	bodt028
69	budgetstore360
70	bunfunshop
71	buysprylala99
72	cletantan_999
73	coco0989
74	constellation-leo
75	constellation-scorpio
76	cri6392
77	deficway
78	eb-cyborg999
79	faga999
80	fashionable-ladies89
81	fashion-dress95
82	fashionjewelry-8090
83	fashionwomen-2020
84	good-168
85	goodreefner
86	grousemountain
87	haka_372939

88	hellowe86 8
89	hk0-5n36pd
90	jacques.norsar2018
91	jpar5823q
92	juyou2019
93	kwotop2014
94	larkcalled
95	mingfe-43
96	my-jewelry-home
97	newseason2011
98	ori_fa
99	ouha78
100	poubanur
101	qinxinc
102	qlck3785
103	queen_a9
104	rainbows888
105	rari-985
106	really-true
107	rfie7dang
108	seeyamall
109	sidly_88
110	tenxin12
111	top_top_shopping
112	v.global99
113	vbmglobal
114	wholesale-smartphone88
115	xinshiq
116	aaxx
117	cmmstudio
118	DandifangjingzB
119	DOLEXEW
120	dzenise
121	EFRANK INT
122	fenghuosiqi
123	Hvocan
124	Juanmao
125	leeneshfvfe
126	LimPrice
127	LinusToby
128	LishixianStore
129	ma
130	Pefect
131	PENGYAQIDD
132	QNSAJ

133	tangyingying123
134	uefshwate
135	Ulittlebanana
136	wuluhao5213
137	yiailing198416
138	1+ Home Textile
139	1ST SPORTS
140	ALBenson
141	ALEONE
142	ALL FOR PAWS
143	ANNAhuang
144	AOJIESHANGDIAN
145	ARMI
146	ATSHOO
147	August miracle
148	Baby Pet Supplies
149	BANDPOWER
150	Baolijia
151	Beguard
152	BeMiracle
153	BFDDC.LTD-US
154	BlueBubble Shop
155	Cairhuire
156	caonannan2010
157	CFCYS
158	cheng_hui
159	CHEN's shop
160	chuihui
161	Chunsuo Trading
162	Coznest
163	DaiFenDi
164	dalianshihuixinguojimaoyiyouxiangongsi
165	Dannianhua pet supply store
166	dayangmaoyi
167	Deal-So
168	Devowao
169	DLDER
170	Dongguan Hangqifeng Plastic Products Co., Ltd.
171	Dr. Lee
172	Drecode
173	DUDUO-DUO
174	DUOOO
175	EERSEEN
176	efancy
177	Ellisalano

178	EVERDRAGON
179	FeiFanjiaju
180	FeiFei SHOP
181	Feixun Pet
182	felid
183	FengFeng Shop
184	F-KING
185	Forfar Direct
186	FURUISEN
187	FuZhuangStore
188	GELECSJ
189	Genius Sport
190	GFDPGPDF
191	GiGwi
192	GMSR
193	Gogogoods store
194	Gogokid
195	Goldmik
196	g-oo-d
197	Guangnaju
198	guangzhoushiyunshangmaoyiyouxiangongsi
199	guduo
200	Guinayll
201	GUOJIEUS
202	Guolin Shop
203	HANNOL
204	Hao521
205	HCDD
206	Henanchuhuiwangluokejiyouxiangongsi
207	Henji-USA
208	HeXinElectronic
209	hongdengyundongqicai
210	hongpeng
211	Hong-us
212	huanyingshunkangshangmaoyouxiangongsi
213	huiyijianzhu
214	HWGhhq7h
215	HXC99
216	ideal enjoy
217	IFULLAH
218	JENRICH US
219	jfvhdhv
220	jiameimenye
221	jiaojiaojingpindian
222	JICHENXINYUE

223	JieGuanG
224	Jimfoty
225	jingluanshangmao
226	Jiyuan Betty Di Trading Company
227	JMgist
228	JSN US Distribution
229	JUILE YUAN
230	July miracle
231	Keeplus
232	L&GBN
233	Laika Technology
234	LaiQiMaoYi
235	LaRoo-US
236	Leanus
237	Liangliang Shop
238	liboyujudian
239	Lifehackr
240	lights World
241	LinFeng Shop
242	liuguanglun
243	LIUJIADAXIAOJIE
244	LJinHai
245	Lorfancy
246	LRRBHD
247	LtytyJ
248	luckyhecaoli
249	LVboboGroceries
250	LvliangshiLishiquWinbinwujindian
251	MACRO GIANT
252	MauMe
253	MeeROR SHOP
254	MEESUN
255	Meet&sunshine
256	Mefan
257	MeiDaSheng
258	meigedianqi
259	MoTcru
260	MRYANGX
261	Nancy Needham
262	nanjingaowendianzi
263	Nasha Trade
264	Neobetter Life
265	NiuNiuXiaoDian
266	NXDA
267	Ocean Voyage

268	oil-LIKIO
269	OKYRBG
270	Oneones
271	Originalidad
272	Oumijl
273	ouondad
274	Pasker
275	pearlshop
276	Petilleur-US official
277	PETOPT INDUSTRIAL LLC
278	pingluchengzhenzhichengbaihuodian
279	POLAR HAWK
280	Ptxtth
281	Qinmei shop
282	QiYang
283	RAVOR
284	RBNB
285	ROBLOCK
286	RongTianX
287	ROPODA
288	Roson Direct
289	SARTQNH LG
290	SeLinShop
291	Sesame shop
292	shandongkuaishiyouhaishengwufangzhiyouxiangongsi
293	Shanxi Yaoyang Technology Co., Ltd.
294	Shanxiang Baihuodian
295	Sheens us
296	shefure
297	Shencen
298	ShouRen14
299	shuangsuishengxiang
300	ShuiRuohan
301	SHUNYU-BAIHUO
302	SmartPerfectStore
303	SUADTSD.USA
304	Super Brondon
305	Sweat fitness store
306	SZInsing Intelligent Creation
307	Taicanon
308	TaiYuanShiWanBaiLinQuZhongAoBaiHuoJingXiaoBu
309	taiyuanshixiaodianquiyiyufengwenjudian
310	TCnc
311	TEEGirls
312	The great and holy grocery store

313	Tingall Young
314	TINGTPUUS
315	TOCO FREIDO FITNESS
316	TOO MUCH GOOD
317	TsengChien
318	UgyDuky
319	USYYMIYU
320	Violete
321	VNDEFUL
322	wangcuiting
323	WeiTuXinXiJiShuYouXianGongSi
324	Wenson
325	WWFBM
326	XIAOJINMAO
327	Xiaowanshangmao
328	XiChengShangMao
329	xingchengshilibaoyuanriyongbaihuoshangdian
330	xingjinwenmaoyi
331	xingqiwu
332	Xinhuaiyin Market Boyang Computer Store
333	Xintail store
334	xiushuizq
335	XSMART PICK
336	YangJianMingXieHang
337	YAODHAOD
338	yayaw
339	YDDS-1
340	yimeihao
341	YinHeJJM
342	yixinyouxin
343	YuanQuXianXinJiuYiShangMaoYouXianGongSi
344	YuBin Shop
345	YunpoTech
346	YUYA.Inc
347	zahuodaquan
348	ZC-THONE
349	ZCYYD
350	Zdgao
351	ZEHUIKEJI
352	ZGDecor
353	zhanghuinet
354	zhehaobanyouxiangongsi
355	ZHJ SHOP
356	Ziyu Xinxin Technology
357	Zoe's Shop

358	Zogondrbz
359	Zoy-US
360	Zqyy
361	Zusend
362	ZXDDDP
363	zzyydzsw
364	A Tshirt Store
365	Anti-lost Tags Store
366	gigantic Store
367	Gogomylittlebaby Store
368	Green HoneyPet Store
369	KCMUSE Store
370	Kopkteer Store
371	mfour Store
372	Modish Women Store
373	Mr.MayLan 3Dfactory Store
374	SENYEPETS Store
375	Shop0929 Store
376	Shop4766003 Store
377	Shop5597126 Store
378	Shop5784743 Store
379	Shop5831239 Store
380	Shop5842180 Store
381	Shop5885687 Store
382	Shop910554041 Store
383	Skull Island Store
384	Topwin Gift Limited
385	UHAPPEE TEES Store
386	UPRISING Official Store
387	WolFAce Store
388	Your Little Store
389	yu xin Store
390	dzuprighta
391	dzuprighte
392	gali2