

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

OAKLEY, INC.,

Plaintiff,

v.

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

Defendants.

Case No. 21-cv-00536

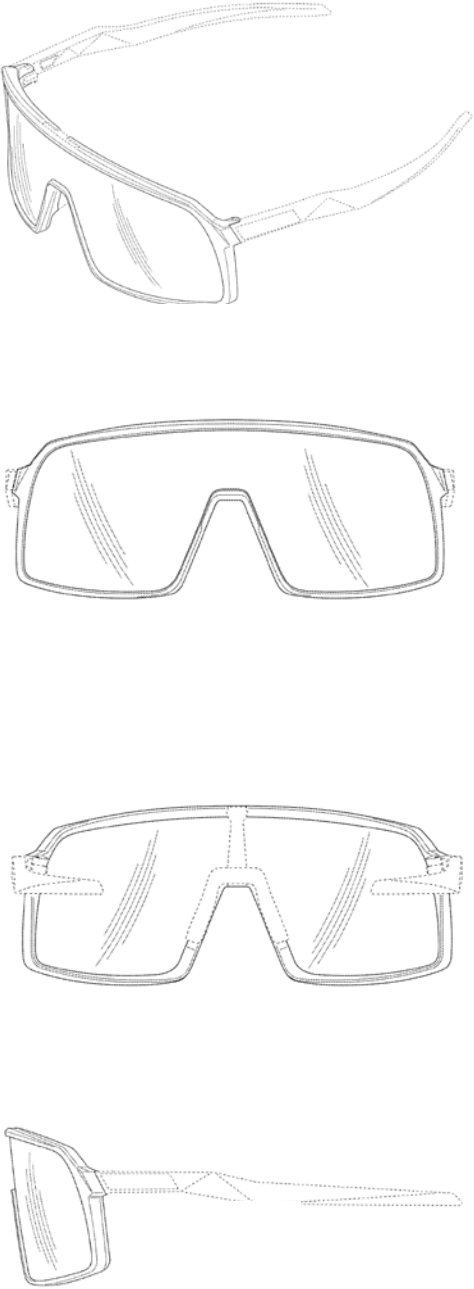
Judge Matthew F. Kennelly

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff Oakley, Inc.’s (“Oakley” or “Plaintiff”) Motion for Entry of 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 fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (the “Seller Aliases”).

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. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases offer shipping to the United States, including Illinois, accept payment in U.S. dollars and have sold products that infringe directly and/or indirectly Plaintiff’s United States design patent shown in the below chart (the “Oakley Design”).

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

| Patent Number | Claim | Issue Date |
|---------------|--|-------------|
| D847,897 |  | May 7, 2019 |

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 Oakley's previously granted Motion for Entry of a Temporary Restraining Order establishes that Oakley has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Oakley will suffer irreparable harm if the injunction is not granted. Specifically, Oakley has proved a *prima facie* case of design infringement because (1) Oakley is the lawful assignee of all right, title and interest in and to the Oakley Design, (2) Defendants make, use, offer for sale, sell, and/or import into the United States for subsequent sale or use products that infringe directly and/or indirectly the ornamental design claimed in the Oakley Design, and (3) an ordinary observer would be deceived into thinking the Infringing Product was the same as the Oakley Design. Furthermore, Defendants' continued and unauthorized use of the Oakley Design irreparably harms Oakley through loss of customers' goodwill, reputational harm, and Oakley's ability to exploit the Oakley Design. Monetary damages fail to address such damage and, therefore, Oakley 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. As such, 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 preliminarily enjoined and restrained from:
 - a. offering for sale, selling and importing any products not authorized by Oakley and that include any reproduction, copy or colorable imitation of the design claimed in the Oakley Design;
 - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the Oakley Design; and

- c. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a) and (b).
- 2. Upon Oakley's request, 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 Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate, (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to Oakley 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, and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. 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, PayPal, Inc. (“PayPal”), Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, Wish.com, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon Oakley’s request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 2, shall within ten (10) business days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using the Oakley Design.
 4. Defendants shall be temporarily and preliminarily 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 PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within ten (10) business days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants’ Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Jason Groppe, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants’ assets until further ordered by this Court.
 6. Oakley is authorized to issue expedited written discovery, pursuant to the Federal Rules of Civil Procedure 33, 34 and 36, related 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, including any and all associated e-mail addresses; and
- b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces.

Oakley is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within three (3) business days of being served via e-mail.

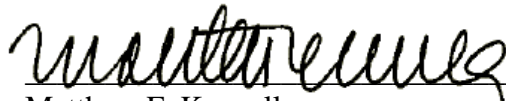
- 7. Oakley may provide notice of these proceedings to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions by electronically publishing a link to the Complaint, this Order and other relevant documents on a website and by sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of Jason Groppe and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of "The Partnerships and all other Defendants identified in the 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 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. Schedule A to the Complaint [2], Exhibit 1 to the Complaint [3] , Exhibit 2 to the Declaration of Jason Groppe [20], and the TRO [28] are unsealed.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and Northern District of Illinois Local Rules.
10. The \$10,000 bond posted by Oakley shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

DATED: April 2, 2021



Matthew F. Kennelly
United States District Judge

Oakley, Inc. v. The Partnerships and Unincorporated Associations Identified on Schedule "A"
- Case No. 21-cv-0536

Schedule A

| No. | Seller Aliases |
|------------|------------------------------------|
| 1 | Shop5743220 Store |
| 3 | MaxMaker Store |
| 5 | JXing Store |
| 7 | Shop910609005 Store |
| 9 | Shop911031001 Store |
| 11 | Zocen |
| 13 | XinYuRuiQingHengMaoYiYouXianGongSi |
| 15 | LAIL SHOP |
| 17 | jacketss |
| 19 | yu lin lin shop |
| 21 | JeffhMoOaQ |
| 23 | CHENASJFCSLK |
| 25 | ZHOUBOMINGPP |
| 27 | SALAKA |
| 29 | RobertDavis1 |

| No. | Seller Aliases |
|------------|-----------------------|
| 2 | Shop5880335 Store |
| 4 | Cycling Shop Store |
| 6 | Shop910363118 Store |
| 8 | Shop910625012 Store |
| 10 | winga |
| 12 | chengxuanshanghang |
| 14 | LJXBM |
| 16 | FJMY-SHOP |
| 18 | LGHB |
| 20 | SpringsCfJnS |
| 22 | BblythenQnH |
| 24 | WANSHIJIEDP |
| 26 | Rapstinencia |
| 28 | WMKJH |
| 30 | DNMHYT |

| No. | Online Marketplaces |
|------------|--|
| 1 | aliexpress.com/store/5743220 |
| 3 | aliexpress.com/store/900239300 |
| 5 | aliexpress.com/store/910315265 |
| 7 | aliexpress.com/store/910609005 |
| 9 | aliexpress.com/store/911031001 |
| 11 | amazon.com/sp?seller=A19TFKRKDR PD7M |
| 13 | amazon.com/sp?seller=A20KSJW9CG DGWV |
| 15 | amazon.com/sp?seller=A2YWJFNXQ0 VQEM |
| 17 | amazon.com/sp?seller=A6PRA4A02X HU2 |
| 19 | wish.com/merchant/59133faa84aaef 7be0863d03 |

| No. | Online Marketplaces |
|------------|--|
| 2 | aliexpress.com/store/5880335 |
| 4 | aliexpress.com/store/900241201 |
| 6 | aliexpress.com/store/910363118 |
| 8 | aliexpress.com/store/910625012 |
| 10 | amazon.com/sp?seller=A177GNV088 P62A |
| 12 | amazon.com/sp?seller=A1LNTY7DIWK BPU |
| 14 | amazon.com/sp?seller=A2D3IPHSJGP XOV |
| 16 | amazon.com/sp?seller=A3V2O2KDLY N8Y9 |
| 18 | amazon.com/sp?seller=ACRISILA8ICZ H |
| 20 | wish.com/merchant/5d516af5933fb1 5043bc995c |

| No. | Online Marketplaces |
|------------|--|
| 21 | wish.com/merchant/5d5523e233f0b469ad457562 |
| 23 | wish.com/merchant/5da2892c27c7b4404f4a3652 |
| 25 | wish.com/merchant/5da2a16906851570c16c9233 |
| 27 | wish.com/merchant/5e9b06a17000cb8c53b5e2ef |
| 29 | wish.com/merchant/5f42a73759bab0d51257b99f |

| No. | Online Marketplaces |
|------------|--|
| 22 | wish.com/merchant/5d55240c560eca4941d3aec6 |
| 24 | wish.com/merchant/5da299415d73454afff356e7 |
| 26 | wish.com/merchant/5e2e04b60c3f205f80f7537f |
| 28 | wish.com/merchant/5e9b0b1729e786234e306842 |
| 30 | wish.com/merchant/5f4e2360bebf5adc1439512d |