

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

FRONTLINE ADVANCE, LLC,

Plaintiff,

v.

SOLOSTOVEOUTLETS.COM,  
SOLOSTOVEOUTLET.COM, SOLOSTOVE-  
OUTLET.COM, SOLOOSTOVE.CLUB,  
SOLOSTOVEHOTSale.COM. SOLO-  
STOVES.COM, SOLOSTOVE-US.COM, and  
STOVESSALE.COM

Defendants.

Case No. 21-cv-03477

**Judge Manish S. Shah**

**PRELIMINARY INJUNCTION ORDER**


THIS CAUSE being before the Court on Plaintiff Frontline Advance, LLC's ("Solo Stove" 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 stores<sup>1</sup> operating under the seller aliases identified on Schedule A attached hereto (collectively, the "Seller Aliases").

The Court finds, in the absence of adversarial presentation, 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, Plaintiff has provided a basis to conclude that 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, and have sold products using infringing and counterfeit versions of the Solo Stove Trademarks (a list of which is included in the chart below) to residents of Illinois.

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<sup>1</sup> The e-commerce store urls are listed on Schedule A hereto under the Seller Aliases and Domain Names.

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
6,250,965	SOLO STOVE	January 19, 2021	<p>For: Cooking stoves; portable fire pits; portable stoves; Charcoal grills; Barbecues and grills; fitted covers for cooking stoves; fitted covers for portable fire pits; fitted covers for portable stoves; cooking stove stands; portable fire pit stands; portable stove stands; cooking stove windscreens, namely, screens specially adapted for cooking stoves for shielding against wind; portable fire pit windscreens, namely, screens specially adapted for cooking stoves for shielding against wind; portable stove windscreens, namely, screens specially adapted for cooking stoves for shielding against wind; alcohol burners in class 11.</p> <p>For: Cookware, namely, portable non-disposable stainless steel pots and pans for outdoor use; portable non-disposable stainless steel cups for outdoor use; portable non-disposable stainless steel drinkware for outdoor use; portable non-disposable stainless steel plates for outdoor use; Portable non-disposable stainless steel pots and pans for camping; portable non-</p>

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			disposable stainless steel bowls for outdoor use; cooking stove burner covers in class 21.
4,750,307	SOLO STOVE	June 9, 2015	For: Portable stoves; Solid fuel burning stoves; Wood burning cooking stoves; Wood burning stoves in class 11.
5,511,476		July 10, 2018	For: Cooking stoves; Portable fire pits; Portable stoves in class 11.  For: Cookware, namely, portable non-disposable stainless steel pots and pans for outdoor use; portable non-disposable stainless steel cups for outdoor use; portable nondisposable stainless steel drinkware for outdoor use; portable non-disposable stainless steel plates for outdoor use; Portable non disposable stainless steel pots and pans for camping; portable non-disposable stainless steel bowls for outdoor use in class 21.

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 Plaintiff’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Plaintiff has

demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Plaintiffs will suffer irreparable harm if the injunction is not granted. Specifically, Plaintiff has proved a *prima facie* case of trademark infringement because (1) the Solo Stove 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 any of the Solo Stove Trademarks, and (3) Defendants' use of the Solo Stove Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff. Furthermore, Defendants' continued and unauthorized use of the Solo Stove Trademarks irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff 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, and all persons acting for, with, by, through, under or in active concert with them be preliminarily enjoined and restrained from:
  - a. using the Solo Stove Trademarks or any reproductions, counterfeit copies or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Solo Stove branded product or not authorized by Solo Stove to be sold in connection with the Solo Stove Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Solo Stove product or any other product produced by Solo Stove, that is not Solo

Stove's or not produced under the authorization, control or supervision of Solo Stove and approved by Solo Stove for sale under the Solo Stove Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Solo Stove, or are sponsored by, approved by, or otherwise connected with Solo Stove; and
  - d. manufacturing, 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 Solo Stove, nor authorized by Solo Stove to be sold or offered for sale, and which bear any of Solo Stove's trademarks, including the Solo Stove Trademarks, or any reproductions, counterfeit copies or colorable imitations.
2. The domain name registries for the Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within seven (7) calendar days of receipt of this Order, shall, at Solo Stove's choosing:
- a. unlock and change the registrar of record for the Domain Names to a registrar of Solo Stove's selection until further ordered by this Court; or
  - b. disable the Domain Names and make them inactive and untransferable until further ordered by this Court.
3. The domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC ("GoDaddy"), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com ("PDR"), and Namecheap Inc. ("Namecheap"), within seven (7) calendar days of receipt of this Order, shall take any steps necessary to transfer the Domain Names to a registrar account

of Solo Stove's selection so that the Domain Names can be redirected or disabled until further ordered by this Court.

4. Upon Solo Stove'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 the Seller Aliases and Domain Names 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 seven (7) calendar days after receipt of such notice, provide to Solo Stove expedited discovery, including copies of all documents and records in such person's or entity's possession or control sufficient to determine:
  - 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 Seller Aliases, Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Seller Aliases and Domain Names; and
  - c. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, 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”), Wish.com, Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Solo Stove’s request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 4, shall, within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Solo Stove Trademarks.
  6. 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.
  7. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
    - a. locate all accounts and funds connected to Defendants’ Seller Aliases, and Domain Names, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto; 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.
  8. Solo Stove is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34 and 36, related to:

- a. the identities and locations of Defendants, their agents, servants, employees, 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 Seller Aliases, Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Seller Aliases and Domain Names.

Solo Stove is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within seven (7) calendar days of being served via e-mail.

9. Solo Stove 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 Amended Complaint, this Order and other relevant documents on a website to which the Domain Names which are transferred to Solo Stove's control will redirect, or by sending an e-mail with a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of "SOLOSTOVEOUTLETS.COM and all other Defendants identified in the Amended Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars 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.



10. Schedule A to the Complaint [2] and Amended Complaint [12], Exhibits 4 and 5 to the Declaration of Kent Christensen [17] and [18], and the TRO [26] are unsealed.
11. 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.
12. The \$10,000 bond posted by Plaintiff shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

Dated: August 10, 2021

IT IS SO ORDERED.



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Manish S. Shah  
United States District Judge

**Frontline Advance, LLC v. The Partnerships and Unincorporated Associations Identified  
on Schedule "A" - Case No. 21-cv-03477**

**Schedule A**

<b>No.</b>	<b>Seller Aliases</b>
1	solostoveoutlets.com
3	solostove-outlet.com
5	solostovehotsale.com
7	solostove-us.com

<b>No.</b>	<b>Seller Aliases</b>
2	solostoveoutlet.com
4	soloostove.club
6	solo-stoves.com
8	stovessale.com

<b>No.</b>	<b>Domain Names</b>
1	solostoveoutlets.com
3	solostove-outlet.com
5	solostovehotsale.com
7	solostove-us.com

<b>No.</b>	<b>Domain Names</b>
2	solostoveoutlet.com
4	soloostove.club
6	solo-stoves.com
8	stovessale.com