

**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,

v.

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

Defendants.

Civil Action No.: 1:21-cv-03702

Judge Robert W. Gettleman

Magistrate Judge Susan E. Cox

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 based on WHAM-O’s un rebutted assertions that 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 Online Store

is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can purchase products using counterfeit versions of Plaintiffs' trademark. *See* Docket No. 12 which includes screenshot evidence confirming that each Defendant Online 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, employees, attorneys, 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 Defendant Online 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' Online 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 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 ten (10) business days after receipt of such notice, provide 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, attorneys, and any persons acting in concert or participation with them, including all known contact information;

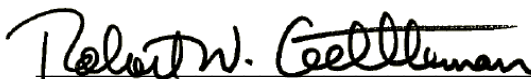
- b. the nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Defendant Online Stores, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective online marketplace accounts;
 - c. Defendants' websites and/or any Defendant online marketplace accounts;
 - d. the Defendant Online 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"), and Amazon Payments, Inc. ("Amazon"), 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 Stores or Defendants' websites, including, but not limited to, any eBay, PayPal, WISH, and Amazon 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 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 electronically publishing a link to the Complaint, this Order and other relevant documents on a website, or 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 “*fivestarestore 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 three (3) 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 Stores; and (2) screenshot printouts showing the active Defendant Online Stores (Exhibit 2 to the Declaration of Todd Richards).

Dated: July 29, 2021


Robert W. Gettleman
U.S. District Court Judge

SCHEDULE A

No.	Defendants
1	*fivestarestore
2	1000percent1000
3	ace*stores
4	adamhazlat275
5	ajjurstore
6	albert.lee0730
7	amigacity
8	amir050-54
9	anjelik_store
10	artxdhk
11	best*for.you
12	bestbuyzone88
13	boaz-store
14	buk-8546
15	buytra0
16	ceylon-zesty-choice
17	chucky_2021
18	cn_5177
19	complex_sports
20	daellen-5939
21	daily-deals5
22	danadiscout
23	dangers14
24	dealrus65
25	denus_shopz
26	deshamadubashan-0
27	dmfas0
28	dvyomt0
29	dyshop12
30	ebysu_37
31	erproduc-66
32	euph6920
33	fashionguy2000
34	flystore0519
35	gaya_goddes_of_the_earth
36	giladbu40
37	gregelfe0
38	hanot-store

39	hi-gobuy
40	jaguaroffer
41	jinnuoshop
42	junyushop
43	kzhenmall
44	lcpc2814
45	lihomeshop
46	malnu_41
47	marinafstore
48	meitar3232
49	mendk7700
50	misterdream
51	mmstore1984
52	motliocas
53	mrsstar
54	mumu2019
55	my-store77
56	nadata42
57	natsaknat
58	nizhanx
59	oded-store-il
60	owl-dap_58
61	ozarkofficalstore
62	ponp_shop
63	poyong_84
64	qiu_2522
65	quality-for-all8
66	reaf_59
67	redbeardeals
68	reunyaich
69	saciniz
70	shalev_shop2
71	shlo-nass
72	shop_drop7
73	shop_for_you323
74	sislal_56
75	sm_official_store
76	smithstore89
77	superboy_mall
78	sweetiecat
79	the_best.4.you

80	thebuystation
81	trends-center
82	v_style4
83	wanguckwens
84	warmhere
85	wolf-azalea
86	xiamall
87	yaaras-shop
88	yashion2012
89	yeonataavita-0
90	yifa.aloni
91	yoharanahans-0
92	yossi.ash1996
93	your-best-buy1
94	zeya-4065
95	13XIANGNI
96	Benedict XVI Institute
97	cfjfyop
98	chenhao1314
99	chenlonglong
100	chenshuang1620
101	chgooseberrly
102	cisailleraït
103	CN Dolphin Shop
104	cordonse
105	daishuma
106	dariansport
107	DonnellArguelles
108	fenfenraorao
109	gaoqunhhvs
110	giggle
111	guowenjiejie
112	Haijianl
113	huangzy
114	iDigital
115	jidanxiaojiededian
116	JIDSOGZKO-010
117	jssjashuajw
118	junxin zhang
119	lijianzc
120	lijuan147258

121	liujiaxing1
122	liyanyan9109
123	liyuande
124	Lnfiueahks
125	manushores
126	Nolan Button
127	pengqiuping
128	RCD Wholesale Trading Company
129	Sandboxtechnology
130	shixinwei
131	SZ FCWH Technology
132	SZ LongYuan Technology
133	SZ XU Technology
134	tuoya147258
135	vbyuio
136	wanghong5516s
137	wangjie7679
138	wangzuliang
139	wuziyan
140	xianzhun li
141	xiaofeixian
142	xiemeifang
143	xiongleiok
144	xuexin067
145	yanhongchaommns
146	Yixiu xin yuan mei zhuang
147	zhangxiaohongkkqs
148	zhouyuanooes
149	zoushuxianasv
150	7-13Days Arrival
151	A promising store
152	Adamely
153	AEONIUM ARBOR
154	Aicooo
155	Aika Store
156	Ali On Store
157	ALkaid
158	All beautiful
159	Aosj us
160	APITOS
161	Aruie sugar

162	Asamoom1
163	Ayping
164	BANIWO
165	Baolsls-US
166	BAOZOON
167	BeiLan
168	BINNBA
169	Bo Zhou Lai Duo Dian Zi Shang Wu You Xian Gong Si
170	Bondmax
171	boyuankang
172	Builightto Direct
173	Bvyruuv
174	C MAN YIN
175	Candywe
176	CF-GUUS
177	Charidlovsky
178	chenmeng5975
179	CHUANGZHONGMAOYI
180	ChuaZegteng
181	CIVIC TECK
182	Clothing family pet
183	CM-Meng
184	Co-creat
185	Codirom
186	Cosmopher
187	CREATIVELIFE
188	CXNAPRO
189	dajidali EU
190	DCCOOP
191	Deokata
192	DHIFYGL
193	DING LI US
194	DingFengA
195	DreamsyUS
196	Dream-Zone
197	Duzhang
198	DXH US
199	Eano
200	Emmyhouse
201	Eosraffa
202	eryuebird

203	Eva YL
204	fanaashei
205	FANHHUI
206	FAROOT Young
207	Fast delivery store
208	FencyDirect US
209	fengfengdeyichu
210	fengyuzhou
211	FITTERGEAR US
212	fiybirdfiy
213	Flying Dog Trading
214	Foirfe
215	ForWardCen
216	fuluo
217	fuxinyi
218	gelangte
219	GESHA
220	GFortune
221	GHYBD
222	GOPHRALOVE
223	GuanFuZhai
224	Guangzhoutangdanshangmaoyouxiangongsi
225	GUOYALIHOM
226	HAO MING
227	Haohan Craft
228	happygou
229	HeFeng-LBZJ
230	Hello Mige
231	HIFIPHI
232	Hirsrian-Official Store
233	HNSANMU
234	HongHui2018
235	Hoorboor
236	HUANGOU
237	Interesting Direct
238	JeffZee
239	Jiang-cg
240	JiangRong Liu
241	jinxiang99ha
242	JIURS STORE
243	Joepaid Houseware US

244	JOLIQIAO-US
245	Jonathan Pater
246	Jonhzz
247	jushibird
248	Kaimon
249	kamengshangwu
250	Kepathern
251	KeyHome Store
252	KiKiLife
253	KLDF
254	KUNTIANDEHAO
255	Kxmzf Direct
256	La Goldoo
257	Laiiqi
258	LAOSHIZI.
259	LeapSport-US
260	lemonyin
261	LinDiDa
262	linguin
263	LingXia
264	lintongouyiye
265	liukuan
266	LiuZhuangShop delivered 7-10 days).
267	LJ-1211
268	Loser Store
269	luboshop
270	LuckyDove
271	Luesezihi 【US STORE】
272	mainwall
273	Maraehan Jackgold
274	Marlisa's buying choice
275	Matbd
276	MAXCCC
277	Meagez
278	Meitianle
279	meizhuan
280	Miamaomi
281	Mifans
282	Mnznuyd
283	Most cattle seller us
284	MSNNN

285	Mysql Direct
286	MZIEKEI Directly Operated Store
287	mzliangte
288	nabao
289	nankea
290	NEWLANX
291	NewSaperUS
292	NoveltyHouse
293	NXSJQ
294	Ohkasanji
295	onepunchco
296	ONEWHOT
297	Peipei store
298	Piuedeoi
299	PowerMaxus
300	PSMSYH
301	PTzhensheng
302	PUiKUS
303	Qianling Store
304	qinglingbaihuo
305	Qingluan Clothing Trade
306	Rayblow
307	RDLK-us
308	REDSEASONS1988
309	Ringo Shop
310	ROCKCHOK
311	ROCKUBOT
312	ruiquman
313	Runke-NPW
314	Salmon-US
315	SAMKING Limited
316	Sanni US Direct
317	Sanyi trade company
318	sauvage sparkling
319	shanghangxianruitongbaihuoshanghang
320	Shawen&Bo
321	shemiH1516
322	ShiBIN
323	SHIBOHAN
324	SHINYKEND
325	Shouo

326	SHUAIDA B T L
327	shunsui
328	ShuoYinDian
329	sidengda
330	sihaina
331	sjoo
332	Soulmate Secret
333	Soysehung®
334	sront
335	SSPalu Home 5-12 Days Arrival
336	Startostar
337	Suntory Technology
338	super cool mall(50% discount)
339	Supermarket (50% discount)
340	Symax Usa
341	Syned
342	SZBHB
343	Taishengping Shop
344	tangyaoriyongbaihuojingyingbu
345	Taoist
346	Tarocky
347	TIANTONGL
348	Tinglen
349	tingzi-season
350	Tiwinxing
351	tonghaotianlong
352	Tongshanxianqihongmaoyiyouxiancompany
353	tongtong na
354	TRUEDREAM
355	tuoliandianzi
356	ueharatigeryibo
357	Ugnxery
358	UQJE
359	USHUANJIA
360	UU-Major
361	VIMI STORE
362	VLLAOD
363	Vonka
364	wang bingqiangcxf
365	wang MALL
366	WANGDAIDI

367	WANGSHU
368	Warm house
369	WaterBro
370	Wellbuy Store
371	WellFree
372	weshine
373	WIDUYHNA
374	William's shop
375	Wonderful Moment
376	Xemz
377	XFHOME
378	XianDou
379	xianmengx
380	xing_peter
381	xinshunfa
382	XIXI E-Commerce
383	XSFANCYFUN
384	yalUSmmy
385	Yanmei Department Store, Lishi District, Luliang City
386	yiboqiao (chongqing) maoyiyouxiangongsi
387	yida-eu
388	yinjiyou407306zh
389	yinku1002J
390	Yiwu tuochu Commodity Firm
391	Yiwu Xiurui Electronic Commerce Co., Ltd.
392	YMWVH
393	YONGZHR
394	YORIN
395	youzhizhe1313
396	YSMay
397	Yu Li Electronic Commerce Co., Ltd.
398	yuanhao store
399	YUNCloud
400	yunlihan
401	yunnanzhongtaidianliyouxiangongsi
402	Ywrfat
403	YYLONG
404	ZBQ-MALL
405	zeyuqi
406	Zhangyaweigo123
407	zhao shi wei

408	zhibiao
409	zhujixinrui
410	zjchao123
411	ZQQ Shop
412	Zutlisun US Store