

**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.

Case No.: 1:22-cv-00050

Judge Matthew F. Kennelly

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 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 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 SLIP ‘N SLIDE Trademarks, U.S. Trademark Registration Nos. 2,966,361; 761,883; 2,924,744; 1,432,069; and 3,438,550 (The “SLIP ‘N SLIDE 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 SLIP ‘N SLIDE 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 SLIP ‘N SLIDE Trademarks, and (3) Defendants’ use of the SLIP ‘N SLIDE Trademarks 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 SLIP ‘N SLIDE 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, 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 SLIP ‘N SLIDE 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 SLIP 'N SLIDE product or not authorized by WHAM-O to be sold in connection with the SLIP 'N SLIDE Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine SLIP 'N SLIDE 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 SLIP 'N SLIDE 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 WHAM-O;
- d. further infringing the SLIP 'N SLIDE 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 SLIP 'N SLIDE 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 SLIP 'N SLIDE 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 SLIP 'N SLIDE Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine SLIP 'N SLIDE product or not authorized by WHAM-O to be sold in connection with the SLIP 'N SLIDE Trademarks.

2. Defendants, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) the identity and location, including contact information, their true name and physical address, and all associated email addresses, of Defendant; (b) the nature of Defendants' operations and all associates sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Internet Stores of Defendants, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history; and (c) the steps taken by Defendants to comply with paragraphs 1, (a)-(h) above.
3. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, eBay, PayPal, Amazon, 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 SLIP 'N SLIDE 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 SLIP 'N SLIDE 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.
- 4. 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, eBay, PayPal, Alipay, Amazon, WISH, 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, eBay, PayPal, WISH, Amazon, Alipay, Western Union, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. 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.
6. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), Alipay US Inc. and its related companies and affiliates (“Alipay”), Amazon Payments, Inc. (“Amazon”), and Context Logic, Inc. (“WISH”), 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, Alipay, 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.

7. 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.
8. 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 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 "Guangzhou Aurora Sports Products 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 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.
9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on three days' notice to WHAM-O or on shorter notice as set by this Court.

10. The Clerk is directed to unseal any previously sealed documents in this matter, namely (1) Plaintiffs' Schedule A attached to the Complaint [2], which includes a list of the Defendant Online Marketplace Accounts; (2) screenshot printouts showing the active Defendant Internet Stores [12] (Exhibit 2 to the Declaration of Todd Richards), and the Temporary Restraining Order [14].
11. 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 2, 2022



U.S. District Court Judge

SCHEDULE A

No.	Defendant
1	Guangzhou Aurora Sports Products Co., Ltd.
2	Guangzhou Barry Industrial Co., Ltd.
3	Guangzhou Caixin Inflatable Products Co., Ltd.
4	Guangzhou Infinity Technology Co., Ltd.
5	Guangzhou Joyshine Amusement Equipment Co., Ltd.
6	Guangzhou Linzhen Toys Co., Ltd.
7	Guangzhou Shao Xiong Toys Co., Ltd.
8	Guangzhou YL Inflatables Limited
9	Henan YZ Amusement Equipment Co., Ltd.
10	Ningbo Zhuodi Trading Co., Ltd.
11	Sunway Amusement Equipment Guangzhou Limited
12	Zhengzhou IBL Amusement Equipment Co., Ltd.
13	aljinad
14	blueskysea001
15	bullyinternational
16	china 2019
17	de-176795
18	deal success123
19	dream on888
20	elecrow
21	ispring009
22	itrue2019
23	ld online stores
24	marketplace-770
25	platycodon9
26	raketmart
27	rayeetechinc
28	sunnyway2015
29	trendingstyle20
30	wholesale*factory
31	Agreetruly
32	arunner
33	bayuezhaguoer
34	Bewestern
35	blaacakapron
36	Comercial Mis Cinco Hijos
37	Crazy Power
38	DannyBoy
39	DeRunda
40	Distractive
41	Fashion Jewelry Kingdom
42	gerik6pnejnl

43	guhanmei
44	gukhapg
45	Kaqixum
46	keoshlunlun
47	KidsMart2
48	Kropekriy
49	Kusrusa
50	Loveee66 Tree
51	Lukita
52	Lunwoar
53	meimeil988
54	menyagzad
55	Michel Beka
56	Mortal Lifestyle Group
57	Naogosu
58	neriantin
59	niebromick
60	nine9
61	olivier4xiav7nm
62	qingbabylyq
63	sachusve
64	sheng clothes
65	Shenzhen Kaigeli Trading Co., Ltd.
66	shichoezqrgojd
67	Siliyamm
68	Soullmmate
69	Strongbod
70	teresa buendia
71	YangmuneiziSHOP
72	Yioased
73	zhuolander
74	attaincafe
75	BABAOLINA
76	Berisad-US
77	BILXXY
78	Bitcircuit Direct
79	BOHE-us
80	Bunasa
81	CargonTi
82	comere
83	CWWMZ
84	DERMIBEST
85	
86	Eronde
87	

88	FADECOR
89	FANGC
90	Faronco
91	Fei-ing Banana-US
92	friendly home
93	Funnyzone
94	haitop
95	herds
96	HongTaoK
97	HOT MAMA
98	HuiJun
99	Hyiert
100	isilky
101	Jimspa
102	JinDongWuZi
103	JQAQJU
104	keshuai
105	koyasiryUS
106	liu lin xianzhang yong feng fu shi men shi bu
107	LongYuanTai
108	lortian
109	Lovely friend
110	MalGar
111	MaPinKa
112	MDHSF
113	MEILIN LIAN
114	mickyshoes
115	Neesre
116	Novau
117	peareel
118	PGarden-EZ
119	
120	reakfaston
121	ringnigt
122	Rosyou
123	shanxijiyuduoshangmaoyouxiangongsi
124	Smartey
125	SoxZomode
126	SXHCTAS
127	TOPSTHINK
128	Toy Home of Kids
129	unstash
130	WenSyis
131	WHF01ing0
132	Wisdomcreate

133	wuhongwangluo
134	Xiufeng US
135	YFMNX
136	Yuan-Shop
137	ZunYiShiWaHangShangMaoYouXianGongSi
138	AiBaby Store
139	AiFeelife Mother & Baby Store
140	Alimm Store
141	AnnieBaby Dropshipping Store
142	Baby Diary Store
143	BABY STORYS Store
144	beautiful lifestyle
145	B-shine Store
146	Children House Store
147	DINGYURUI Store
148	Doki Toy Store
149	Dropshipping Baby Toy Store
150	Enjoying Care Baby Life Store
151	Enjoying Exercise Store
152	Fitness Younger Store
153	Five gogogo Store
154	FoPcc drop shipping Store
155	Freedomn Store
156	Fun Daily Store
157	Funny Toy Dropship Store
158	Fyue No2 Store
159	Guangzhou Aeor Inflatable Co., Ltd.
160	Guangzhou Cai Xin Inflatable Co., Ltd.
161	Guangzhou Haoyi Inflatable Co., Ltd.
162	Guangzhou Huale Inflatable Products Co., Ltd.
163	Guangzhou Jixuan Inflatables Co., Ltd.
164	Guangzhou Qi Ling Toys Co., Ltd.
165	Guangzhou Seasky Toys Co., Ltd.
166	Guangzhou Sunpark Inflatables Co., Ltd.
167	GZQD Inflatable Store
168	HAIDAO333 Store
169	Henan Anmu Industrial Co., Ltd.
170	High-end Slingshot Manufacturers Store
171	HimanJie Store
172	HizoeChu Toy Store
173	Hug SuperBaby Store
174	imagestore
175	iSportswear Store
176	June Toy Store
177	JUNHUI0603 Store

178	jusen toy Store
179	KaiMan Outdoor Store
180	KidTy Club Store
181	KiyomiToys Store
182	Leia Outdoor Store
183	lfayer toy Store
184	LHHome Decoration Store
185	LLDHW Store
186	Lyshare Store
187	May Baby Supplies Store
188	MezoJaoie Kids Toy Store
189	MHORLX Legendary Store
190	MIMI Store
191	Model City Store
192	Mommy&Baby Shopping Store
193	MustB Toy Store
194	NUNU Outdoor Store
195	Otc outdoor Store
196	Painting Life Art Store
197	pick Store
198	Pink Toy Store
199	Pleasure Toy World Store
200	qinyao interesting Store
201	Romantic Travel Store
202	Sexy Beachwear Store
203	Shenzhen IHOME Inflatables Co., Ltd.
204	Shop2069035 Store
205	Shop3115072 Store
206	Shop3201012 Store
207	Shop3509056 Store
208	Shop3872064 Store
209	Shop4043019 Store
210	Shop4460042 Store
211	Shop5196049 Store
212	Shop5669009 Store
213	Shop5888429 Store
214	shuaishan6867 Store
215	Someone 's 15 Store
216	Spongebob Toy Store
217	THNREXU Store
218	TT-Toy store Store
219	Unique Baby-Toys Store
220	WAY 2 WINNING TOYS
221	Wingteng Store
222	X&Z Babies Shop Store

223	YT Outdoor-life Store
224	Zhengzhou 7magic Amusement Equipment Co., Ltd
225	Zhengzhou DNL Inc.
226	Zhengzhou Sanjing Amusement Equipment Co., Ltd.