

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

OTTER PRODUCTS, LLC,

Plaintiff,

v.

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

Defendants.

Case No. 21-cv-06695

Judge Jorge L. Alonso

Magistrate Judge Heather K. McShain

PRELIMINARY INJUNCTION ORDER

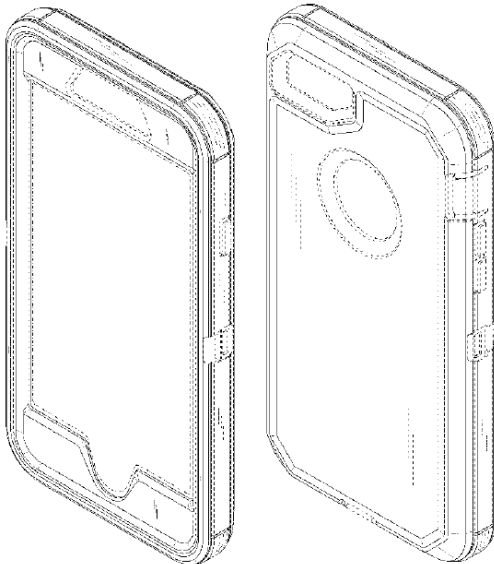
THIS CAUSE being before the Court on Plaintiff Otter Products, LLC’s (“OtterBox” or “Plaintiff”) Motion for Entry of a Preliminary Injunction, this Court, having heard the evidence before it, hereby GRANTS as follows Plaintiff’s Motion for Entry of a Preliminary Injunction against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (collectively, the “Seller Aliases”).

The Court finds OtterBox has provided notice to Defendants in accordance with the Temporary Restraining Order entered on March 9, 2022 [33] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

The Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over the Defendants because the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, OtterBox has provided some basis to conclude that Defendants have targeted sales to Illinois residents by setting up and

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

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 the same product that infringes directly and/or indirectly Plaintiff's United States design patent in the below chart (the "OtterBox Design").

Patent Number	Claim	Issue Date
D808,378		January 23, 2018

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 OtterBox's previously granted Motion for Entry of a Temporary Restraining Order establishes that OtterBox has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that OtterBox will suffer irreparable harm if the injunction is not granted. Specifically, OtterBox has proved a *prima facie* case of design infringement because (1) OtterBox is the lawful assignee of all right, title and interest in and to the OtterBox 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 OtterBox Design, and (3) an ordinary observer would be deceived into thinking the Infringing Product was the same as the OtterBox Design. Furthermore, Defendants' continued and unauthorized use of the OtterBox Design irreparably harms OtterBox through loss of customers' goodwill, reputational harm, and OtterBox's ability to exploit the OtterBox Design. Monetary damages fail to address such damage and, therefore, OtterBox 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 officers, agents, servants, employees, attorneys, and all other persons acting for, with, by, through, under or in active concert with them be preliminarily enjoined and restrained from offering for sale, selling, and importing any products not authorized by OtterBox and that include any reproduction, copy or colorable imitation of the design claimed in the OtterBox Design.
2. Upon OtterBox'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 OtterBox expedited discovery, limited to copies of documents in such person's or entity's possession or control sufficient to determine:

- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active 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, including Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active 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"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, Wish.com, DHgate, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon OtterBox's request, those with notice of the injunction, including 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 OtterBox Design.
4. Defendants shall transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.

5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, 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, 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.
6. OtterBox 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 Defendants that includes a link to said website. 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.
7. Schedule A to the Complaint [2], Exhibit 1 to the Complaint [3], Exhibit 2 to the Declaration of Kevin S. McPherson [15], and the Temporary Restraining Order [33] are unsealed.
8. Any Defendant that this 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. Any third party impacted by this Order may move for appropriate relief.

9. The \$10,000 bond posted by OtterBox 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 5, 2022

A handwritten signature in black ink, consisting of a large, loopy 'J' followed by 'L. A.' and a period.

Jorge L. Alonso
United States District Judge

**Otter Products, LLC v. The Partnerships and Unincorporated Associations Identified on
Schedule "A" - Case No. 21-cv-06695**

Schedule A

Defendant Online Marketplaces

No	URL	Name / Seller Alias
1	aliexpress.com/store/1849034	2015 mobile phone acc Wholesale
2	aliexpress.com/store/2161097	Little Snowflake Store
3	aliexpress.com/store/219035	All Online Store
4	aliexpress.com/store/2344312	Yokata Official Store
5	aliexpress.com/store/4487027	WinTogether Store
6	aliexpress.com/store/4548021	Luxinheng Store
7	aliexpress.com/store/814572	Aopuly Official Store
8	aliexpress.com/store/911599474	mactuutu Store
9	aliexpress.com/store/435959	We are YCKD! Online Store 435959
10	aliexpress.com/store/5067317	Prumya FashionCase Store Store
11	amazon.com/sp?seller=A1N1WYBKR1IM02	Regsun Direct
12	amazon.com/sp?seller=A1XAVWDMKHF2W7	Stroson
13	amazon.com/sp?seller=A211BA7TZAYC63	I-HONVA Direct
14	amazon.com/sp?seller=A2EUCQZTDM6NLC	Coolden TECH
15	amazon.com/sp?seller=A2FL8TM3XW3UBN	ComoUSA
16	amazon.com/sp?seller=A2HOKIDD6KC6CZ	ZHAOKY
17	amazon.com/sp?seller=A32BWKN3VBGFGE	Alneed
18	amazon.com/sp?seller=A34UK9MPAM7DO7	WESADN
19	amazon.com/sp?seller=A3JPYM7YHPSNEO	BMBZON official US
20	amazon.com/sp?seller=A3TGU4LNQE976X	Uniqoo
21	amazon.com/sp?seller=ADOFOYLYKAMUH	Jakpak
22	amazon.com/sp?seller=AFCYT0BP0IA9N	Co-Goldguard
23	amazon.com/sp?seller=AUCD6Q2T2EQ1P	Fuxiagulie
24	amazon.com/sp?seller=AVBGINOB7O3L0	Welldful
25	ebay.com/usr/beibao_au	beibao_au
26	ebay.com/usr/globalselling	globalselling
27	ebay.com/usr/kingboxcase	kingboxcase
28	ebay.com/usr/yqt-always	yqt-always