

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

ONMYWHEY, LLC,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-00912

Judge Robert M. Dow, Jr.

Magistrate Judge Sunil R. Harjani

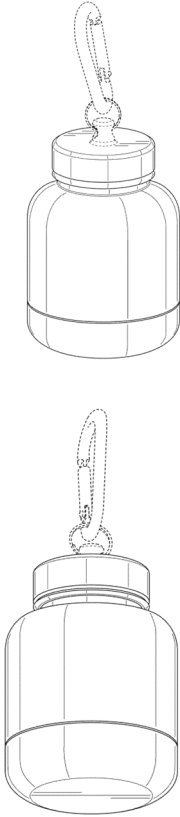
PRELIMINARY INJUNCTION ORDER


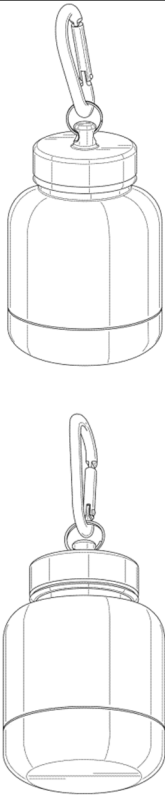
THIS CAUSE being before the Court on OnMyWhey, LLC’s (“OnMyWhey” or “Plaintiff”) Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in its entirety against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto, with the exception of Defendants Lucky home, shenzhenfeifanshengnongchanpinmaoyiyouxiangongsi, shenzhenshiyulantiandianzikejiyouxiangongsi, Shenzhenshi Chengtongqin Keji Youxiangongsi, ShenzhenshiXiaodahuanMaoyiYouxiangongsi, and ShenzhenshiXiaodahuanMaoyiYouxiangongsi (collectively, the “Seller Aliases”).


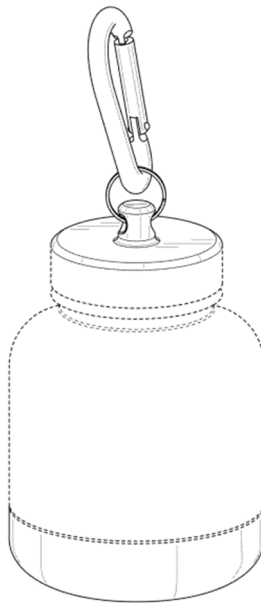
THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up

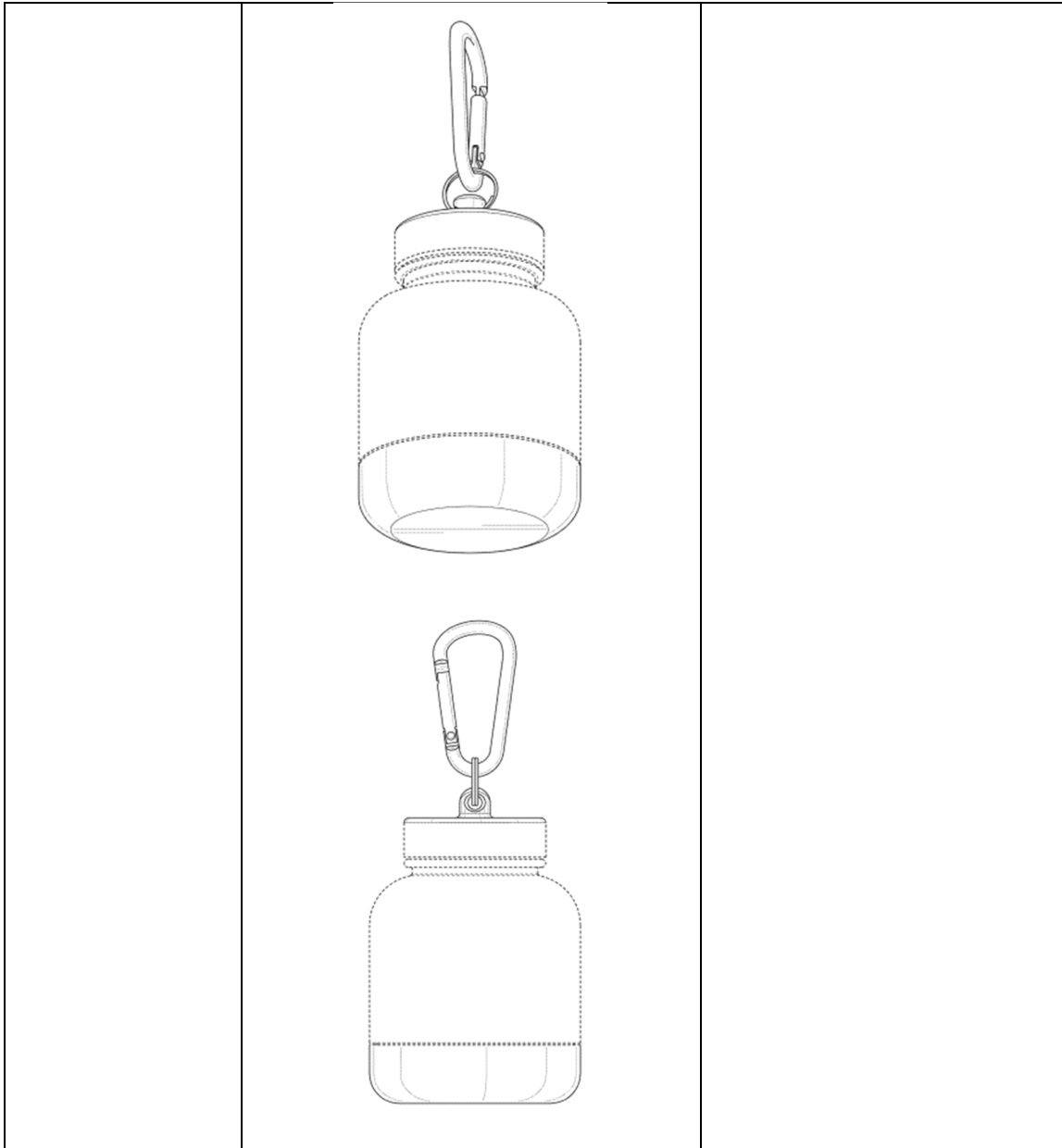
¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

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, on information and belief, have sold products that infringe directly and/or indirectly OnMyWhey's United States designs patents shown in the below chart (the "OnMyWhey Designs").

Patent Number	Claim	Issue Date
D844,435		April 2, 2019

	 <p>An exploded view diagram of a bottle assembly. It shows three main components: a cap with a loop handle at the top, a central bottle body, and a base at the bottom. Brackets on the left indicate the assembly sequence from top to bottom.</p>	
D844,436	 <p>Two perspective views of the assembled bottle. The top view shows the bottle with the cap and handle. The bottom view shows the bottle with the base attached.</p>	April 2, 2019

	 <p>An exploded view diagram of a carabiner hook assembly. It consists of three main components: a carabiner hook at the top, a central cylindrical body with a flared top and bottom, and a separate base ring at the bottom. A vertical bracket on the left side of the components indicates they are part of a single assembly.</p>	
D865,527	 <p>A perspective view of the assembled carabiner hook. The carabiner hook is attached to the top of the cylindrical body. The base ring is shown as a dashed line, indicating it is a hidden part of the assembly.</p>	November 5, 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 OnMyWhey’s previously granted Motion for Entry of a Temporary Restraining Order establishes that OnMyWhey has demonstrated a likelihood of success on the merits; that no remedy at law exists;

and that OnMyWhey will suffer irreparable harm if the injunction is not granted. Specifically, OnMyWhey has proved a *prima facie* case of design infringement because (1) OnMyWhey is the lawful assignee of all right, title and interest in and to the OnMyWhey Designs, (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 designs claimed in the OnMyWhey Designs, and (3) an ordinary observer would be deceived into thinking the Infringing Product was the same as the OnMyWhey Designs. Furthermore, Defendants' continued and unauthorized use of the OnMyWhey Designs irreparably harms OnMyWhey through loss of customers' goodwill, reputational harm, and OnMyWhey's ability to exploit the OnMyWhey Designs. Monetary damages fail to address such damage and, therefore, OnMyWhey 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 OnMyWhey and that include any reproduction, copy or colorable imitation of the designs claimed in the OnMyWhey Designs;
 - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the OnMyWhey Designs; 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 OnMyWhey'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"), Wal-Mart, Inc. ("Wal-Mart") and Dhgate, (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to OnMyWhey 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"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, Wish.com,

Wal-Mart, DHgate or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

3. Upon OnMyWhey's request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 4, 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 OnMyWhey Designs.
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, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Wal-Mart, 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 and Online Marketplaces, 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. OnMyWhey 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.

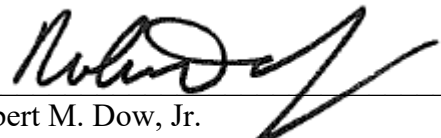
OnMyWhey is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within ten (10) business days of being served via e-mail.

- 7. OnMyWhey 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 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 Kayvon Pourmirzaie [17], and the TRO [24] 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 OnMyWhey shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

DATED: March 30, 2022



Robert M. Dow, Jr.
United States District Judge

**OnMyWhey LLC v. The Partnerships and Unincorporated Associations Identified on Schedule
"A" - Case No. 22-cv-00912**

Schedule A

Defendant Online Marketplaces

No	URL	Name / Seller Alias
1	fjhengli.en.alibaba.com	Shishi City Jiatexin Crafts & Gifts Co., Ltd.
2	lzmug.en.alibaba.com	Zhuhai Lianzhong Plastic Hardware Co., Ltd.
3	marryxie.en.alibaba.com	Yiwu Fenxia E-Commerce Firm
4	protectivefacemask.en.alibaba.com	Dexing Xiangxing Weiye Weaving Co., Ltd.
5	aliexpress.com/store/1100083149	Shop1100083149 Store
6	aliexpress.com/store/1100090147	Shop1100090147 Store
7	aliexpress.com/store/1416117	Gbuytoo Cycling Store
8	aliexpress.com/store/1513329	Khun&torla Store
9	aliexpress.com/store/2348068	AiLife Outdoor Store
10	aliexpress.com/store/2654198	Musical World Store
11	aliexpress.com/store/2659192	LLD Riding Store
12	aliexpress.com/store/2707009	RIDECYCLE Outdoor Store
13	aliexpress.com/store/2972038	UniStyle Store
14	aliexpress.com/store/2999058	Jogging Club Store
15	aliexpress.com/store/3027006	HMJ Outdoor Store
16	aliexpress.com/store/4051069	Sharly-HomeGarden Store
17	aliexpress.com/store/4428180	NN Outdoor Store
18	aliexpress.com/store/4457018	Keep Fitness Store
19	aliexpress.com/store/4477048	Five gogogo Store
20	aliexpress.com/store/4692034	shenzhen 002 Store
21	aliexpress.com/store/4997257	Trave Adventure Outdoor Store
22	aliexpress.com/store/5012048	Life diary Store
23	aliexpress.com/store/5062460	Shop5062460 Store
24	aliexpress.com/store/5250157	Shop5250157 Store
25	aliexpress.com/store/910438050	Shop910438050 Store
26	aliexpress.com/store/910451059	H&KEEP Store
27	aliexpress.com/store/910605012	WXDPONE Factory Store
28	aliexpress.com/store/910724168	DIDOO Store
29	aliexpress.com/store/910992003	HF&Life Store
30	aliexpress.com/store/911053034	Shop911053034 Store
31	aliexpress.com/store/911121013	YOOK Store

32	aliexpress.com/store/911253162	xiebaowang Store
33	aliexpress.com/store/911257402	MordenA Life Store
34	aliexpress.com/store/911377094	sytdelilah Store
35	aliexpress.com/store/911555287	HimanJie Outdoors Store
36	aliexpress.com/store/911766946	7 TALK Store
37	aliexpress.com/store/911809109	flymehome Store
38	aliexpress.com/store/911815283	ENJOY-OPEN-AIR Store
39	aliexpress.com/store/911815388	CyclingLover's Store
40	aliexpress.com/store/911819443	FitnessLover's Store
41	aliexpress.com/store/911930351	DotZone outdoors Store
42	aliexpress.com/store/911934944	Verdure Outdoor Store
43	aliexpress.com/store/912030319	Global outdoor shopping Store
44	aliexpress.com/store/912072102	SU Good Life Store
45	aliexpress.com/store/912169511	DHMYGS Kitchen Toos Store
46	aliexpress.com/store/912257587	Drop-shipping-Tools Store
47	aliexpress.com/store/912332434	PartyJunior Organizer Living Store Store
48	aliexpress.com/store/912348439	Daily Necessities 9527 Store
49	aliexpress.com/store/912353948	Sports-Cycling Store
50	aliexpress.com/store/912359667	Fortunely Store
51	aliexpress.com/store/912367326	Outdoor Interesting Store
52	aliexpress.com/store/912374310	CMJP002 Store
53	aliexpress.com/store/912407216	Le Zhai Furnishing Store
54	aliexpress.com/store/912423673	Anna-Sunny Store
55	aliexpress.com/store/912430476	SMY-Sports Store
56	aliexpress.com/store/912465473	Sky-Sports Store
57	aliexpress.com/store/912501752	Olga's shop Store
58	aliexpress.com/store/912521822	Outdoor Riding&Keeping Warm Store
59	aliexpress.com/store/912594095	Party Colonel Living Store
60	aliexpress.com/store/912598257	Ssdmhy Store
61	aliexpress.com/store/912614861	WHCMJP Outdoor Store
62	aliexpress.com/store/912617889	CMJP fitness Store
63	aliexpress.com/store/912619191	Solsikke Store
64	aliexpress.com/store/912636093	FT Fitness Equipment Store
65	aliexpress.com/store/912657436	CMSPORTS Store
66	amazon.com/sp?seller=A13OM0V7E434PF	settencas
67	amazon.com/sp?seller=A14UH1575I8G59	luggliship
68	amazon.com/sp?seller=A1A8OSXADFAKFM	Cheng-store
69	amazon.com/sp?seller=A1B166VTAIL9I	haitop
70	amazon.com/sp?seller=A1BZ3ZQMK6M27W	squeay
71	amazon.com/sp?seller=A1C18UFW4MXZJ	CargonTi
72	amazon.com/sp?seller=A1IV96LZX5VU7D	Ectboard

73	amazon.com/sp?seller=A1LOZUS6GR80AY	Prom-near
74	amazon.com/sp?seller=A1OEWZX32CT07S	tomoyou
75	amazon.com/sp?seller=A1OWVUFGKDW5IH	Thymrim
76	amazon.com/sp?seller=A1X998997QY8BE	ranchuy
77	amazon.com/sp?seller=A1XOAA2X34FYWX	LUCKBEAR
78	amazon.com/sp?seller=A23EVMZLPC2VK2	Tavot
79	amazon.com/sp?seller=A27U44XTHTDSM0	giantall
80	amazon.com/sp?seller=A29OGX3RIEYYHQ	kinyic
81	amazon.com/sp?seller=A2ITOWQ4AIMR4Z	Kitcheb
82	amazon.com/sp?seller=A2JZ667TE185IN	Convincied
83	amazon.com/sp?seller=A2MOPQQ73DZ3QB	Sukaly
84	amazon.com/sp?seller=A2NWZ1E9H82KPA	POP-STYLE
85	amazon.com/sp?seller=A2Q0HP5HKJYC9U	Goodies to Share
86	amazon.com/sp?seller=A30DNCD2U1GMRR	AILAAILA
87	amazon.com/sp?seller=A367W8A2EXUFFU	youthsalon
88	amazon.com/sp?seller=A3EB8PKA0YZVXZ	Untous
89	amazon.com/sp?seller=A3NC4W70P98838	weemoment
90	amazon.com/sp?seller=A63N4S0S7A31M	Dorem
91	amazon.com/sp?seller=A7HST741P7PRZ	frothtec
92	amazon.com/sp?seller=A8L9QT837B3G0	Moving Ship
93	amazon.com/sp?seller=A9X1DE9NO8ETN	Thstone
94	amazon.com/sp?seller=APK90G6OLUJIU	whoopizz
95	dhgate.com/store/21033011	ideaspark Store
96	dhgate.com/store/21063795	Fjbbwyxy Store
97	dhgate.com/store/21084285	Yiyunwat
98	dhgate.com/store/21610798	xinyunxing888 Store
99	dhgate.com/store/21634982	Shenfangya
100	dhgate.com/store/21635115	Libaifang
101	dhgate.com/store/21635558	Zhuziqin
102	ebay.com/usr/yongbetter137	yongbetter137
103	EXCEPTED	EXCEPTED
104	EXCEPTED	EXCEPTED
105	EXCEPTED	EXCEPTED
106	EXCEPTED	EXCEPTED
107	EXCEPTED	EXCEPTED
108	EXCEPTED	EXCEPTED
109	wish.com/merchant/ 579081d9d057a305aa6b6372	chaoneng
110	wish.com/merchant/ 582ec9368108914211fa2079	xinglongzhuanqian