

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

OAKLEY, INC.,

Plaintiff,

v.

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

Defendants.

No. 22-cv-00604

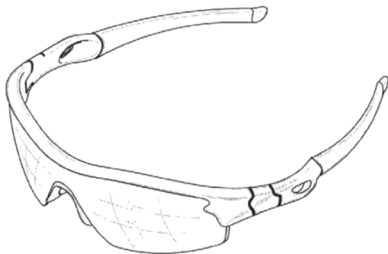
Judge John F. Kness

PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff Oakley, Inc.’s (“Oakley” 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 (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 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 have sold products that infringe directly and/or indirectly Plaintiff’s United States design patent shown in the below chart (the “Oakley Design”).

¹ The ecommerce store urls are listed on Schedule A hereto under the Online Marketplaces.

Patent Number	Claim	Issue Date
D569,412		May 20, 2008

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 Rule 65 of the Federal Rules of Civil Procedure. Evidence submitted in support of this Motion and in support of Oakley’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Oakley has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Oakley will suffer irreparable harm if the injunction is not granted. Specifically, Oakley has proved a *prima facie* case of design infringement because (1) Oakley is the lawful assignee of all right, title and interest in and to the Oakley 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 Oakley Design, and (3) an ordinary observer would be deceived into thinking the Infringing Product was the same as the Oakley Design. Furthermore, Defendants’ continued and unauthorized use of the Oakley Design irreparably harms Oakley through loss of customers’ goodwill, reputational harm, and Oakley’s ability to exploit the Oakley Design. Monetary damages fail to address such damage and, therefore, Oakley 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 Oakley and that include any reproduction, copy or colorable imitation of the design claimed in the Oakley Design;
 - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the Oakley Design; 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 Oakley'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 Walmart Inc. ("Walmart"), and DHgate, Inc. ("DHgate") (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to Oakley 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, Walmart, DHgate, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon Oakley's request, those with notice of the injunction, including the 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 Oakley Design.
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, Walmart, 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. Oakley is authorized to issue expedited written discovery, under Rules 33, 34, and 36 of the Federal Rules of Civil Procedure, 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.

Oakley 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. Oakley 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 Jason Groppe [17] and the TRO [22] 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 Oakley shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED in No. 22-cv-00604.

DATED: June 8, 2022



JOHN F. KNESS
United States District Judge

**Oakley, Inc. v. The Partnerships and Unincorporated Associations Identified on Schedule "A" -
Case No. 22-cv-00604**

Schedule A

Defendant Online Marketplaces

No	URL	Name / Seller Alias
1	aliexpress.com/store/5032098	KUWOMAX Store
2	aliexpress.com/store/5778462	Shop5778462 Store
3	aliexpress.com/store/911792685	Jarvan V Store
4	aliexpress.com/store/911869079	feique Store
5	aliexpress.com/store/911885221	Calsas Store
6	aliexpress.com/store/912063241	zhuoying002 Store
7	aliexpress.com/store/1501376	TRIUMPH VISION Official Store
8	aliexpress.com/store/4409073	D&TCOOLFLY Store
9	aliexpress.com/store/5879549	Shop5879549 Store
10	aliexpress.com/store/910335181	Shop910335181 Store
11	aliexpress.com/store/910564183	Shop910564183 Store
12	aliexpress.com/store/911035041	Homer SportsEntertainment Store
13	amazon.com/sp?seller=A14UQ46M0KRA34	damai1234
14	amazon.com/sp?seller=A1DP9JBPREA9EE	cangeriyongbaihuojingyingbu
15	amazon.com/sp?seller=A1IJCJ6PVNV9F4	junhfopw
16	amazon.com/sp?seller=A1M3V5FTY30D5D	JVEGE
17	amazon.com/sp?seller=A1X3LDZBC2X51K	Bingbingbianlichashi
18	amazon.com/sp?seller=A1YG9JAYLHUCV6	junbindianzishangwu
19	amazon.com/sp?seller=A1YKS5FLKR3QUL	YPSMWXG
20	amazon.com/sp?seller=A2HVN5EAJUE4TP	shuaiyour
21	amazon.com/sp?seller=A38LAJ58MTXKF7	ZHANGQIAO-US
22	amazon.com/sp?seller=A38PS86LB7KJL8	ghuijorjy0654
23	amazon.com/sp?seller=A39KK9RV4OJBTD	lucky birds
24	amazon.com/sp?seller=A3CB6QPN936SNI	Jopokh Becky
25	amazon.com/sp?seller=A3F37SMYUCXG71	Cynthia's Merchant
26	ebay.com/usr/gobike88	gobike88
27	ebay.com/usr/it_autoteil	it_autoteil