

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

WHAM-O HOLDING, LTD. and
INTERSPORT CORP. d/b/a WHAM-O,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-02741

Judge Manish S. Shah

PRELIMINARY INJUNCTION ORDER

Plaintiffs, WHAM-O HOLDING, LTD. and INTERSPORT CORP. d/b/a WHAM-O (“WHAM-O” or “Plaintiffs”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS WHAM-O’s Motion as follows.

This Court finds WHAM-O has provided notice to Defendants in accordance with the Temporary Restraining Order entered June 7, 2022, [16] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, WHAM-O has

provided a basis to conclude that 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, and have sold products using infringing and counterfeit versions of WHAM-O's federally registered trademarks, which are protected by U.S. Trademark Registration Nos. 4,046,202; 970,089 and 679,186 (the "FRISBEE Trademarks") to residents of Illinois. *See* Docket No. 12.

This Court also finds that the injunctive relief previously granted in the 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 Entry of a TRO establishes that WHAM-O has demonstrated 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 FRISBEE 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 any of the FRISBEE Trademarks, and (3) Defendants' use of the FRISBEE 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 FRISBEE 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 officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the FRISBEE Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine WHAM-O product or not authorized by WHAM-O to be sold in connection with the FRISBEE Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine WHAM-O 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 FRISBEE 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; and
 - d. manufacturing, 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

WHAM-O's trademarks, including the FRISBEE Trademarks, or any reproductions, counterfeit copies, or colorable imitations.

2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Upon WHAM-O's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as ContextLogic, Inc. d/b/a Wish.com ("WISH"), Amazon Payments, Inc. ("Amazon"), Alibaba Group Holding Ltd. and its related companies and affiliates ("Alibaba"), and Alipay US, Inc. and its related companies and affiliates ("Alipay") (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to WHAM-O expedited discovery, limited to copies of documents and records 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 Defendant Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Defendant Internet Stores; 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, WISH, Amazon, Alibaba and Alipay or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon WHAM-O's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the FRISBEE Trademarks.
5. Any Third Party Providers, including WISH, Amazon, Alibaba and Alipay, shall, within seven (7) calendar 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, 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; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.

6. WHAM-O may provide notice of the proceedings in this case 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/or by sending an e-mail with a link to said website 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. The Clerk of the Court is directed to issue a single original summons in the name of “dailinga and all other Defendants identified in the Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication and/or 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. Plaintiffs’ Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Todd Richards [12], and the TRO [16] are unsealed.
8. 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 the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.

9. The fifty thousand dollar (\$50,000) bond posted by WHAM-O shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

Manish S. Shah
United States District Judge

Dated: July 6, 2022

Schedule A

No.	Defendants
1	dailinga
2	HoaStoreBest
3	lamnhung93
4	lehongsmile
5	minhluan
6	phuong237
7	phuongphuong87
8	thuphuong123
9	tunghaiduong89
10	WWZSHANGMAO
11	A TREE store
12	anpingxiankanghe
13	Arunson
14	banxiashangdianzi
15	baohui666
16	BEEJEE
17	Caitrune
18	ChangShunDianZi
19	ChuanLong 02
20	coldchill
21	dajiee
22	Deouny
23	Dmlqq
24	flagship storeee
25	GAOAO
26	GLSY
27	Gstodio
28	GuangZhouYouGuoDianZiShangWuZhongXin
29	HaiHanBaiHuoDian
30	Handytoolinc
31	Dismissed
32	HSR 188
33	jianshengjiankang
34	jiayoumeikeji
35	KONNYBYE'S PET TOY
36	LAURENKAHN
37	LCguosheng
38	LINXTAR

39	Loveluv
40	LTTO
41	luopingcounty Zhangzhang-commercestore
42	luoyiyi
43	MAILIANBH
44	Man in the book
45	MelkTemn Direct
46	Mussal
47	Muyii
48	nanyangwolongquyangshushangmaohang
49	nbfreedream
50	NiFuTeMaoYi
51	Panda Eye Sales
52	PETOPIA JD
53	PFanztic
54	PierreLedents
55	Purrlab
56	runanxian rongbang shangmao youxian gongsi
57	ShanShanYi
58	SimpleLife us
59	starbuild us
60	Suhee US Store
61	SXZMRD
62	Tee Alley
63	TheGoldenTime
64	tianruiqibeimei123
65	ubestsky
66	wangwang 王
67	XiaNingMaoYi
68	XiaoTianTian
69	XinYiXun
70	XinYongHe
71	xiwang-usa
72	xuanyu-us
73	xuebiyuyue
74	Yahui Zhang
75	Yangjiande
76	yaoshun shop
77	YongSen us
78	yue lai yue hao
79	YUGANLIANXINGSHOP

80	ZergStore
81	zhihuaxiaodian
82	河南松通贸易有限公司
83	4Homie Store
84	Bruce Outdoor Supplies Store
85	Grandma Store
86	Haomall Life Store
87	JMshop Store
88	Joyxeon Life Store
89	Kitdo Store
90	Light the World Store
91	MiMiuLuXiang Toy Store
92	Mommy's Flavour Mother and Baby Store
93	Peeick Store
94	Petjoy Store
95	Pets Department Store
96	RZC Kids Toy Store
97	Shop1100254081 Store
98	Shop1100289252 Store
99	Shop3482063 Store
100	skylke Store
101	The Best Option Store
102	Townson_PetLife Store
103	Walnut Official Store
104	Baoji H&S Import and Export Trade Co., Ltd.
105	Changsha Dezhixin Technology Co., Ltd.
106	Changzhou Geerduo Pet Products Co.,Ltd.
107	Chengdu Shangke Technology Co., Ltd.
108	Dongguan Avic Industry & Trade Co., Ltd.
109	Dongguan Avic Industry &trade Co., Ltd.
110	Dongguan Bright Rubber And Plastic Products Co., Ltd.
111	Dongguan Visai Industrial Co., Ltd.
112	Dongguan Yichong Intelligent Technology Co., Ltd.
113	Dongguan Yuansheng Electronic Technology Co., Ltd.
114	Dongguan Zhishang Pet Product Co., Ltd.
115	Dongyang Yadi Pet Product Co., Ltd.
116	Foshan Mobipeet Technology Co.,Ltd
117	Fuzhou Xuance Trade Co., Ltd.
118	Guangdong Vking Intelligent Technology Co., Ltd.
119	Guangzhou Catdog Pet Products Co., Ltd.
120	Guangzhou Jiacheng Network Technology Co., Ltd.

121	Guizhou Actor Sports Co.,Ltd
122	Hangzhou Baimi Technology Co., Ltd.
123	Hangzhou Cyrus Technology Co., Ltd.
124	Hangzhou Hachong Pet Products Co., Ltd.
125	Hangzhou Keyuete Imp. Exp. Co., Ltd.
126	Hangzhou Shuhe Household Products Co., Ltd.
127	Hangzhou Xinghongyuan Trading Co., Ltd.
128	Hebei Strue Trading Co., Ltd.
129	Hebei Xixiwei International Trade Co., Ltd.
130	Jiangsu Yrslink Import&Export Co., Ltd.
131	Jiaxing Eternal Trade Co., Ltd.
132	Jinan Liqiang Mould Co., Ltd.
133	Liaocheng Panfeng Trading Co., Ltd.
134	Ningbo Lamb Trading Co., Ltd.
135	NingBo Loky Pet Products Co.,LTD
136	Ningbo Puda Pet Technology Co., LTD
137	Ningbo S& L Trading Co., Ltd.
138	Ningbo Ulrich Imp.&exp. Co., Ltd.
139	Ningbo Xiangjia Information Technology Co., Ltd.
140	Pujiang Dog Industry And Trade Co., Ltd.
141	Pujiang Jianyu Sanitary Materials Co., Ltd.
142	Quzhou Joy More Trading Co., Ltd.
143	Shandong Jndo Hoisting Equipment Co., Ltd.
144	Shandong Yibo Pet Products Co., Ltd.
145	Shanghai Fantastic Pet Product Co., Ltd.
146	Shanghai Holly Gifts Co., Ltd.
147	Shanghai Petlot Pet Product Co., Ltd.
148	Shanghai Petlove Industrial Co., Ltd.
149	Shantou Jacko Toys Trading Co., Ltd.
150	Shantou Zhangwu Metal Products Co., Ltd.
151	Shenzhen Baimai Technology Co., Ltd.
152	Shenzhen Jinyang Rubber & Plastic Products Co., Ltd.
153	Shenzhen Kaichuangtong E-Commerce Co., Ltd.
154	Shenzhen Lefuer Technology Co., Ltd.
155	Shenzhen NSR Technology Co., Ltd.
156	Shenzhen Xixi Pet Products Co.,ltd.
157	Shenzhen Yihongda Electronics Co., Ltd.
158	Sichuan Machinery Imp. & Exp. Corp.
159	Suzhou Shangbaotang Ginseng Antler Co., Ltd.
160	Suzhou TJT Network Technology Co., Ltd.
161	Taian Detian New Material Co., Ltd.

162	Taizhou Huangyan Teqi Pet Products Factory
163	Taizhou Intop Industry And Trading Co., Ltd.
164	Taizhou Miko Pet Supplies Co., Ltd.
165	Taocheng District Jiurui Sports Goods Factory
166	Tianjin Haoqi Baby Trading Co., Ltd.
167	Uniform Times (fujian) International Trade Co., Ltd.
168	Wenzhou Shigao Import And Export Co., Ltd.
169	Wenzhou Siyang Pet Products Co., Ltd.
170	Wuhan Jarmoo Flag Co., Ltd.
171	Xiamen Charmlite Trading Co., Ltd.
172	Xiamen Jalo E-Commerce Technology Co., Ltd.
173	Xiamen Qingzhou Industry And Trade Co., Ltd.
174	Xiamen Sanyuetian Culture Media Co., Ltd.
175	Xiamen Yi'an Electronic Commerce Co., Ltd.
176	Xi'an Newriggy Import And Export Co.,Ltd.
177	Yangzhou Lijia Imp. & Exp. Trade Co., Ltd.
178	Yiwu Feishang Household Products Co., Ltd.
179	Yiwu Huajiao Import And Export Co., Ltd.
180	Yiwu Jinlang Sports Goods Co., Ltd.
181	Yiwu Laiwei Trading Co., Ltd.
182	Yiwu Ligo Trading Co., Ltd.
183	Yiwu Lingyu Plastic Products Co., Ltd.
184	Yiwu Saiao Sports Products Co., Ltd.
185	Yiwu Tengbo Sporting Goods Co., Ltd.
186	Yuyao Lingliang Electrical Appliance Co., Ltd.
187	Yuyao Pugga Pet Products Co.,Ltd.
188	Zhejiang Jinfa Industry Co., Ltd.
189	Zhejiang Muqi Import And Export Co., Ltd.
190	Zhenjiang Huirong Import & Export Co., Ltd.