

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

WEST VIRGINIA UNIVERSITY BOARD OF
GOVERNORS,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-02808

Judge Mary M. Rowland

Magistrate Judge Beth W. Jantz



PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff West Virginia University Board of Governors (hereinafter the “WVU Board” 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 because 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.

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

dollars, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered trademarks ("WVU Trademarks") to residents of Illinois. A list of the WVU Trademarks is included in the chart below.

Registration Number	Trademark	Goods and Services
1,321,767		<p>For: key chains, statuettes made of common metal and encased in acrylic in class 006.</p> <p>For: wristwatches, bracelets, and necklaces in class 014.</p> <p>For: desk calendars, plastic paperweights, pen and pencil sets, decals, and stationery-namely, writing paper in class 016.</p> <p>For: pillows, statuettes made of wood or coal in class 020.</p> <p>For: bandanas, t-shirts, polo shirts, long sleeve t-shirts, chamois shirts, neck ties, and straw hats in class 025.</p> <p>For: entertainment services-namely, sports exhibitions in class 041.</p>
1,321,952		<p>For: sunglasses and telephone receivers in class 009.</p> <p>For: toilet seats, electric lamps, and electric nightlights in class 011.</p> <p>For: wristwatches and electric clocks in class 014.</p> <p>For: note cards, plastic notepad holders, plastic three ring binders, playing cards, spiral bound notebooks, desk calendars, bumper and paper stickers, decals, stationery-namely, writing paper in class 016.</p> <p>For: plastic identification card holders, plastic credit card holders, general purpose gym bags, general purpose tote bags, backpacks, and umbrellas in class 018.</p>

		<p>For: stadium seats, pillows, foot stools, metal folding chairs, and ornamental novelty buttons in class 020.</p> <p>For: drinking glasses, glass mugs, ceramic mugs, ceramic jugs, plastic and cork serving trays, trash cans, and picnic sets comprised of saucers, plates, cups, knives, forks, spoons, and salt and pepper shaker in class 021.</p> <p>For: canvas laundry bags in class 022.</p> <p>For: blankets, flags, and pennants made of textile material in class 024.</p> <p>For: running pants, polo shirts, jerseys, hooded jackets, sweat pants, pullover sweaters, sweat shirts, warm-up jackets, dress shirts, belts, thermal shirts, visors, caps, t-shirts, sweat shorts, long sleeve hooded t-shirts, rugby shirts, hats, scarves, wind resistant jackets, neckties, bandanas, sweaters, baby's hooded sweaters, short & top sets, and bibs in class 025.</p> <p>For: cloth patches, stick pins made of nonprecious metal, belt buckles, buttons for clothing, and latch hook rug kits comprised of canvas, latch hook and yarn in class 026.</p> <p>For: toy footballs, toy ceramic coin banks in class 028.</p> <p>For: entertainment services-namely, sports exhibitions in class 041.</p>
2,599,930	WVU	<p>For: clothing, namely, t-shirts, sweatshirts, polo shirts, caps and jackets in class 025.</p> <p>For: educational services, namely, providing courses of instruction at the college and graduate levels; providing facilities for collegiate sporting events, namely, basketball, football and baseball games; entertainment in the nature of collegiate sports, namely, basketball, football and baseball in class 041.</p>

2,611,149	WEST VIRGINIA	<p>For: clothing, namely, t-shirts, sweatshirts, polo shirts, caps and jackets in class 025.</p> <p>For: educational services, namely, providing courses of instruction at the college and graduate levels; providing facilities for collegiate sporting events, namely, basketball, football and baseball games; entertainment in the nature of collegiate sports, namely, basketball, football and baseball in class 041.</p>
2,613,676	MOUNTAINEERS	<p>For: clothing, namely, t-shirts, sweatshirts, polo shirts, caps and jackets in class 025.</p> <p>For: educational services, namely, providing courses of instruction at the college and graduate levels; providing facilities for collegiate sporting events, namely, basketball, football and baseball games; entertainment in the nature of collegiate sports, namely, basketball, football and baseball in class 041.</p>
4,435,078		<p>For: greeting cards, note cards, decals, planners, padfolios, and gift bags in class 016.</p> <p>For: drinking glasses, mugs, coasters, cutting boards, shot glasses, trivets, plastic cups, and chip and dip trays in class 021.</p> <p>For: apparel, namely, tops, t-shirts, hooded sweatshirts, bottoms, shorts, headwear, one piece rompers, socks, and flip flops in class 025.</p> <p>For: playing cards, puzzles, footballs, and Christmas tree ornaments in class 028.</p>

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 Plaintiff’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Plaintiff has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that

Plaintiff will suffer irreparable harm if the injunction is not granted. Specifically, Plaintiff has proved a *prima facie* case of trademark infringement because (1) the WVU 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 WVU Trademarks, and (3) Defendants' use of WVU Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff. Furthermore, Defendants' continued and unauthorized use of WVU Trademarks irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff 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. using WVU 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 Plaintiff's Genuine Product or not authorized by Plaintiff to be sold in connection with WVU Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as Plaintiff's genuine product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under WVU Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing WVU Trademarks and damaging Plaintiff's goodwill; and
 - e. 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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the WVU Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. The domain name registries for the Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, within seven (7) calendar days of receipt of this Order, shall, at Plaintiff's choosing:
- a. unlock and change the registrar of record for the Domain Names to a registrar of Plaintiff's selection until further ordered by this Court; or
 - b. disable the Domain Names and make them inactive and untransferable until further ordered by this Court.
3. The domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC ("GoDaddy"), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com ("PDR"), and Namecheap Inc. ("Namecheap"), within seven (7) calendar days of receipt of this Order shall take any steps necessary to transfer the Domain Names to a registrar account of Plaintiff's selection so that the Domain Names can be redirected or disabled until further ordered by this Court.

4. Upon Plaintiff'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 the Defendants' Online Marketplaces and Domain Names, 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"), Walmart Inc. ("Walmart"), and DHgate (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to Plaintiff 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, the Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces and Domain Names; 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”), Walmart, DHgate, Wish.com, Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Plaintiff’s request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 4, 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 WVU Trademarks.
 6. 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.
 7. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Walmart, DHgate, Wish.com, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants or the Seller Aliases, Online Marketplaces and Domain Names, including, but not limited to, any financial accounts connected to the information listed in Schedule A attached 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.
 8. Plaintiff 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, the Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces and Domain Names.

Plaintiff is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within three (3) business days of being served via e-mail.

9. Plaintiff 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 to which the Domain Names which are transferred to Plaintiff's control will redirect, or 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 or e-mail, along with any notice that Defendants receive from domain name registrars 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.

10. Schedule A to the Complaint [2], Exhibits 1 and 2 to the Declaration of Lindsay Conn [18-19], and the TRO [24] are unsealed.
11. 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.
12. The \$10,000 bond posted by Plaintiff shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED



DATED: July 19, 2022

Mary M. Rowland
United States District Judge

**West Virginia University Board of Governors v. The Partnerships and Unincorporated
Associations Identified on Schedule "A"
Case No. 22-cv-02808**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	aliexpress.com/store/4557017	Shop4557017 Store
2	aliexpress.com/store/5065334	XIUCHENGNW Six 6 Store
3	aliexpress.com/store/5781905	Harajuku A Store
4	aliexpress.com/store/900238305	HN Streetwear Store
5	aliexpress.com/store/910354204	Streetwear Seasons Store
6	aliexpress.com/store/910745163	Streetwear Life Store
7	aliexpress.com/store/911931310	Personalizedshoes Store
8	aliexpress.com/store/912153462	DHD3 Store
9	aliexpress.com/store/912265058	shop 91110105mh Store
10	aliexpress.com/store/912360461	Mr. Gorilla Store
11	aliexpress.com/store/912518523	xy 0524 Clothes Store
12	amazon.com/sp?seller=A351PR4C0PLH5P	Staryard
13	amazon.com/sp?seller=A3AVD80OSYNFAI	Running7lions
14	amazon.com/sp?seller=AX5OUHG6RVEZC	JIMORUXUE
15	dhgate.com/store/20822486	superjersey factory Store
16	wish.com/merchant/540d64dec5c246307919e901	haiying fashion
17	wish.com/merchant/591eb713864e5c4a9d7cd07d	Stormlast
18	wish.com/merchant/5e5352e5397cba33c012d925	wanglifeng123
19	wish.com/merchant/5e5dc688cb7f7203839de258	treewer
20	wish.com/merchant/5e626456d977f737c0fccb96	alainaValenti
21	wish.com/merchant/5e7204491c5ae1934ab60bf1	Molly Wright
22	wish.com/merchant/5e804200e273cdadfl4917e6	Richard Garcia
23	wish.com/merchant/5e8078fbe273cdcd8e491a11	Alan Reynolds
24	wish.com/merchant/5e8317d11c00859af962e0ff	Jason Mallory

25	wish.com/merchant/5e83419d1c0085b4ae62dd81	sshung1211
26	wish.com/merchant/5e83fe9f32355eb930af61e0	Richard Morreale
27	wish.com/merchant/5e86113c02a8004fbb134684	Brenda Stufflestreet
28	wish.com/merchant/5e8c50fbe02bc51a40ab0999	qlrltlxk3
29	wish.com/merchant/5e8c8202664202accef8677b	r87328
30	wish.com/merchant/5e8db0679967143cc214a416	luettgenmaritza
31	wish.com/merchant/5e8dc7d9d497d73c0064b60f	kelleheathcote
32	wish.com/merchant/5e8dc853e290fcc474903c51	langworthjenni185
33	wish.com/merchant/5e8ee7abc065a2170065e559	HaleyElijahoJdKh
34	wish.com/merchant/5e96867534be351c275f0ce6	suei78dwsk
35	wish.com/merchant/5e9705afcb003118c30aac7b	skdlxm10
36	wish.com/merchant/5e97109f29e7866b3c3bf204	kim235689
37	wish.com/merchant/5e99967ff4479b99c7df3178	majhuayt
38	wish.com/merchant/5eaae93129e786610582a8dd	altheasnider83271212
39	wish.com/merchant/5eaae0577fc9672c0821c94a	Dhwoaskzvsnsosmxbx
40	wish.com/merchant/5eb3b33130cd3c501585413f	cenhanduoyin
41	wish.com/merchant/5edde1e55c316d4709bb65f0	flenmin
42	wish.com/merchant/5ede044d5c316d73eabb647e	hluyi
43	wish.com/merchant/5f0184de248a7a8ff759c5f2	liweijieg
44	wish.com/merchant/5f018dc1815388cc33790972	dqwrewf
45	wish.com/merchant/5f5a0381e83688a4b5ef4d58	bndsjhffgsduy
46	wish.com/merchant/5f75d074a2d58500428ffe57	mazbdaheya
47	wish.com/merchant/5f786ec0119147b7062952ab	tanrchehay

48	wish.com/merchant/5f7c07dee314d89cde01b7ad	Lixiumei1314
49	wish.com/merchant/5f8134f4e6dcf7686ed8dd96	Jieyeouset Baby's
50	wish.com/merchant/5f88f4a0f0a3ba0044fc0d80	wangjinsen123456
51	wish.com/merchant/5f9b8b4e23aacc5299a51bca	lizhao667
52	wish.com/merchant/5fc07b7323b65d263756d0d2	wanggaidi54
53	wish.com/merchant/5fc1f0f3b6a39ee92b4b0010	Thell18
54	wish.com/merchant/5ffa633494876e250564034c	BEE Glitter glaze
55	wish.com/merchant/5ffe758f23c3203c54287933	shenxinxing0828
56	wish.com/merchant/5fff244c14d0956d889b84b	mafengqin159357
57	wish.com/merchant/60c377907ec6d3053640ad6e	cool fresh

Defendant Domain Names		
No	URL	Name / Seller Alias
58	wvuproshop.com	wvuproshop.com
59	wvujerseys.com	wvujerseys.com
60	westvirginiajerseys.com	westvirginiajerseys.com
61	westvirginiafootballjerseys.com	westvirginiafootballjerseys.com
62	wvufootballjerseys.com	wvufootballjerseys.com
63	cheapsportswear.top	cheapsportswear.top
64	goalsvip.com	goalsvip.com