

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

VISTA OUTDOOR OPERATIONS LLC,

Plaintiff,

v.

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

Defendants.

Case No. 1:22-cv-03017

**Judge Manish S. Shah**

**PRELIMINARY INJUNCTION ORDER**

Plaintiff VISTA OUTDOOR OPERATIONS LLC, (“VISTA” or “Plaintiff”) 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 the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS VISTA’s Motion as follows.

This Court finds VISTA has provided notice to Defendants in accordance with the Temporary Restraining Order entered June 13, 2022, [17] (“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, VISTA 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 VISTA's federally registered trademarks BLACKHAWK Trademarks, U.S. Trademark Registration Nos. 5,810,688; 5,810,686; 5,514,250; 5,216,334; 4,317,248; 3,203,714; 3,128,839; 3,198,084; 3,100,312; 3,582,358; 2,737,060; 5,666,782; 5,498,174; 5,360,397; and 5,481,412 (collectively, the "BLACKHAWK 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 VISTA's previously granted Motion for Entry of a TRO establishes that VISTA has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that VISTA will suffer irreparable harm if the injunction is not granted.

Specifically, VISTA has proved a *prima facie* case of trademark infringement because (1) the BLACKHAWK 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 BLACKHAWK Trademarks, and (3) Defendants' use of the BLACKHAWK Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with VISTA. Furthermore, Defendants' continued and unauthorized use of the BLACKHAWK Trademarks irreparably harms VISTA through diminished goodwill and brand confidence, damage to VISTA's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, VISTA 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, 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 BLACKHAWK 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 VISTA product or not authorized by VISTA to be sold in connection with the BLACKHAWK Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine VISTA product or any other product produced by VISTA, that is not VISTA's or not produced under the authorization, control, or supervision of VISTA and approved by VISTA for sale under the BLACKHAWK Trademarks;
  - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of VISTA, or are sponsored by, approved by, or otherwise connected with VISTA; 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 VISTA, nor authorized by VISTA to be sold or offered for sale, and which bear any of VISTA's trademarks, including the BLACKHAWK 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 VISTA'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 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 VISTA 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, 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, 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, Alipay, or other merchant account

providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

4. Upon VISTA'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 BLACKHAWK Trademarks.
5. Any Third Party Providers, including 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 Daniel Kelly, 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. VISTA 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 by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 2 to the Declaration of Daniel Kelly 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 "SharonMaggie 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.

7. Plaintiff’s Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Daniel Kelly [12], and the TRO [17] 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 One Hundred Thousand Dollar (\$100,000) bond posted by VISTA shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:

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Manish S. Shah  
United States District Judge

Dated:

**Schedule A**

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| 1  | 7SharonMaggie                      |
| 2  | 827827HUACE                        |
| 3  | anyaxiangbao                       |
| 4  | applelu                            |
| 5  | beiliuzhuang                       |
| 6  | Best Picks                         |
| 7  | Brighten your eyes                 |
| 8  | ccsbqto                            |
| 9  | Charlottwells                      |
| 10 | chorizole02                        |
| 11 | clfield                            |
| 12 | Corksa                             |
| 13 | County Seat                        |
| 14 | Crazy Power                        |
| 15 | cwhjun hh                          |
| 16 | Desordenados                       |
| 17 | ETHElefeLLer                       |
| 18 | fangqin fashion                    |
| 19 | fashionnewgirls                    |
| 20 | feng401FENGning                    |
| 21 | fenghuhome                         |
| 22 | FuJunXiu1188                       |
| 23 | ganvqbdbff                         |
| 24 | genovia electronics                |
| 25 | Gooboutique                        |
| 26 | gradeyanz14ryt                     |
| 27 | guanshengchaoshi                   |
| 28 | guoyanan Store                     |
| 29 | heshanghai9151                     |
| 30 | HikerMoon                          |
| 31 | huaas                              |
| 32 | Huifeng Electrical Appliance Store |
| 33 | hzziiiw                            |
| 34 | Joyce Bray                         |
| 35 | kadilakestore                      |
| 36 | ketayenpse                         |
| 37 | kongzhiming9720                    |
| 38 | liangqianjiuY                      |
| 39 | liaoqin86                          |
| 40 | lichunlongois                      |
| 41 | lifeilong39                        |
| 42 | lijiawei4628                       |
| 43 | lingling542                        |
| 44 | linyuhome                          |
| 45 | liuhuijuan2358                     |
| 46 | liuxingyu1506                      |

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| 47 | liyang136                               |
| 48 | Love1Home                               |
| 49 | Mantianfeiyu                            |
| 50 | Market System                           |
| 51 | MARLONS                                 |
| 52 | mdetvvuj                                |
| 53 | mortimerq6iwgv0ia                       |
| 54 | nanjinglizhuozichanguanliyouxiangongsi  |
| 55 | niushaokunmmn                           |
| 56 | OUQIU                                   |
| 57 | our653dg                                |
| 58 | Packer 23                               |
| 59 | Palacio burger                          |
| 60 | Parrish                                 |
| 61 | pedritoperes212                         |
| 62 | pengxuejiao Store                       |
| 63 | PPPOW                                   |
| 64 | prendamayoress                          |
| 65 | PRODUCCIONES MUSICALES                  |
| 66 | rdghtfhbyttf                            |
| 67 | Rosenthal                               |
| 68 | Salique                                 |
| 69 | Sdctores                                |
| 70 | Sea shadow science and technology gifts |
| 71 | Serbeiro                                |
| 72 | Shine-daynight                          |
| 73 | Shiny Life                              |
| 74 | Shoperan                                |
| 75 | shoppinggirllove                        |
| 76 | sky kingdom                             |
| 77 | Sporticals                              |
| 78 | sshijiu                                 |
| 79 | suguobin                                |
| 80 | Sunshine Girl-123                       |
| 81 | Super Shop International                |
| 82 | tabathas accesorios gym online          |
| 83 | The good faith management               |
| 84 | tonglei                                 |
| 85 | Torreshio                               |
| 86 | Tubage                                  |
| 87 | uzkaojes                                |
| 88 | wegavox                                 |
| 89 | wenqiuyan8893                           |
| 90 | xiaowen1046                             |
| 91 | xingxianwen1369                         |
| 92 | xueguo                                  |
| 93 | xufoom                                  |
| 94 | xuzhongwu                               |



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| 95  | yanggaofang117      |
| 96  | yangzhibaihuopu     |
| 97  | ZDZ510              |
| 98  | zhangyongjian Store |
| 99  | zhaowenxiang        |
| 100 | ZHE1981*xiba        |

| <b>No.</b> | <b>Defendant</b>                |
|------------|---------------------------------|
| 101        | 999 outdoor Store               |
| 102        | A willow Store                  |
| 103        | Alitop Outdoor Store            |
| 104        | Anything is possible Store      |
| 105        | Armeni Store                    |
| 106        | B. M. Store                     |
| 107        | Bag Accessories online Store    |
| 108        | Beautiful Life                  |
| 109        | Beautiful You Store             |
| 110        | BK-Outdoor Online Store         |
| 111        | Campout A Store                 |
| 112        | Chineon Riding Store            |
| 113        | Chomps-Elysees Store            |
| 114        | Climbers Outdoor Store          |
| 115        | Clothing & clothing accessories |
| 116        | Clouds on outdoor Store         |
| 117        | colorlady Store                 |
| 118        | Deepeel Official Store          |
| 119        | DFGUS Army Factory Store        |
| 120        | dongyang Store                  |
| 121        | emersongear factory Store       |
| 122        | Energetic Women's Clothes Store |
| 123        | Explorer 2017 Store             |
| 124        | Fitness & Gymnastics Store      |
| 125        | Fitness guys, go go go! Store   |
| 126        | ForeverJuveniles Store          |
| 127        | FS Dropshipping Store           |
| 128        | Fun Funny Store                 |
| 129        | Fun Outdoor Store               |
| 130        | GOGOGO Outdoor Store            |
| 131        | Good Wardrobe Store             |
| 132        | GUCUANNVIC Speciality Store     |
| 133        | Gymgogo Store                   |
| 134        | HAN WILD Official Store         |
| 135        | HAN WILD Tactical Cloth Store   |
| 136        | HANWILD Buttonwood Store        |
| 137        | hide on bush Store              |
| 138        | Hirigin Our Store               |
| 139        | His Girl Store                  |
| 140        | Interesting Watches Store       |

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| 141 | Jayden Good Store                           |
| 142 | KOOKON Store                                |
| 143 | Life Is Exercise Store                      |
| 144 | LL's 1st Store                              |
| 145 | Loving you clothes Store                    |
| 146 | luck lucia Store                            |
| 147 | May Tactical Equipment Store                |
| 148 | Memory Travell 112                          |
| 149 | MingMing Outdoor Store                      |
| 150 | Moona Store                                 |
| 151 | NO Name Faimily Store                       |
| 152 | Outdoor Companion Store                     |
| 153 | Outdoor Cycling Franchise Store             |
| 154 | Outdoor Drop-Shipping Store                 |
| 155 | Outdoor Droshipping Store                   |
| 156 | Outdoor Equipment Factory Store             |
| 157 | Outdoor Fan Zone Store                      |
| 158 | Outdoor Use Store                           |
| 159 | Pinggo Wild Store                           |
| 160 | PKWYKLRE PKWYKLRE Store                     |
| 161 | PraPra Beautiful Store                      |
| 162 | Printed 100% cotton T-shirt 029 Store Store |
| 163 | Professional Sports And Entertainment Store |
| 164 | SBT Store                                   |
| 165 | Shop10051 Store                             |
| 166 | Shop1100016002 Store                        |
| 167 | Shop1100048139 Store                        |
| 168 | Shop1100190104 Store                        |
| 169 | Shop1100248108 Store                        |
| 170 | Shop1100352527 Store                        |
| 171 | Shop4445037 Store                           |
| 172 | Shop4514047 Store                           |
| 173 | Shop5397036 Store                           |
| 174 | Shop5870479 Store                           |
| 175 | Shop5877144 Store                           |
| 176 | Shop5878386 Store                           |
| 177 | Shop5887303 Store                           |
| 178 | Shop910455073 Store                         |
| 179 | Shop910602017 Store                         |
| 180 | Smiling of Fei Store                        |
| 181 | Sports & Recreation Shop                    |
| 182 | Sports-Drop Shipping Store                  |
| 183 | Steven Clothes Store                        |
| 184 | Superjoy Outdoor Store                      |
| 185 | Sur-Soul Store                              |
| 186 | TDSport Store                               |
| 187 | The 61th minute                             |
| 188 | To Be Well Store                            |

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| 189 | Traveling In Outdoor Store |
| 190 | Tsurumi Outdoor Store      |
| 191 | U With Me Store            |
| 192 | Wincer Store               |
| 193 | WYH Outdoor shop Store     |
| 194 | XiMaLaYa Outdoor Store     |
| 195 | Yu's Outdoor Fun Store     |
| 196 | YYMM Store                 |
| 197 | Zhijin Store               |
| 198 | ZiNi OutDoor-Sport Store   |
| 199 | ZLD belt Store             |
| 200 | Zz's Shop Store            |