

**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-03254

Judge Jorge L. Alonso

Magistrate Judge M. David Weisman

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 in part as follows.

This Court finds VISTA has provided notice to Defendants in accordance with the Temporary Restraining Order entered June 28, 2022, [19] (“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. In this case, VISTA has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using counterfeit versions of the BLACKHAWK Trademarks. *See* Docket No. [12], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the BLACKHAWK Trademarks.

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 or returning 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") and Alibaba Group Holding Ltd. ("Alibaba"), (collectively, the "Third Party Providers"), shall, within five (5) business 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 and Alibaba, 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 five (5) 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 counterfeit and infringing goods using the BLACKHAWK Trademarks.
5. Any Third Party Providers, including Alipay and Alibaba, shall, within five (5) business 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/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 Daniel Kelly and any e-mail addresses provided for Defendants by third parties. The combination of providing notice via electronic publication and by 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 [19] are unsealed.
8. Any Defendant that is 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 Ten Thousand Dollar (\$10,000) 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:

A handwritten signature in dark ink, consisting of a stylized 'J' and 'A' with a horizontal line through them, enclosed within a large, loopy oval.

Jorge L. Alonso
United States District Judge

Dated: August 3, 2022

Schedule A

No.	Defendant
1	Adventurer
2	Athletics Store
3	cnstic inc. ,outdoor Store
4	Cool walkers outdoor CO,LTD
5	dulilu Store
6	EASWEL Ja Store
7	EASWEL Store
8	ELUANSHI Official Store
9	Exit sales company Store
10	fashion 2 you
11	Hiker Outdoor Store
12	huansan Store
13	Hunting Scope/Flashlight/Backpack/Outdoor Product
14	Iris outdoor Store
15	Military Outdoor Club
16	Ms Apparel Store
17	Once there was a tree Store
18	Outdoor Extending Store
19	Outdoor Life Store
20	Outdoor Tribe Store
21	Q Outdoor Store
22	Shenzhen Chase's Stylish Fishing & Riding Store
23	Shop5636041 Store
24	Shop5799548 Store
25	Shop5870396 Store
26	Shop900250358 Store
27	Shop910828010 Store
28	Sporting2 Drop shipping Store
29	SWEETY Gifts Store for Yourself Or Friends
30	TOPTOON OUTDOOR Store
31	Tostart Store
32	Travel 2019 Store
99	Dongguan Xingwang Tai Handbags Products Co., Ltd.

100	Guangzhou Langnu Outdoor Sport Goods Co., Ltd.
101	Hangzhou Lixin Protective Technology Co.,ltd
102	Quanzhou Tesnio Outdoor Gear Co., Ltd.
103	Shenyang Zoom-Lon Technology Co., Ltd.
104	Shijiazhuang Abigail Import & Export Trading Co., Ltd.
105	Shijiazhuang Baoziliu Trading Co., Ltd.
106	Xinji City Honglinghuo Trading Co., Ltd.
107	Xinji Felisa Trading Co., Ltd.
108	Yiwu Wind Speakers Outdoor Camping Equipment Co., Ltd.