

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

OTTER PRODUCTS, LLC,

Plaintiff,

v.

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

Defendants.

Case No. 21-cv-01621

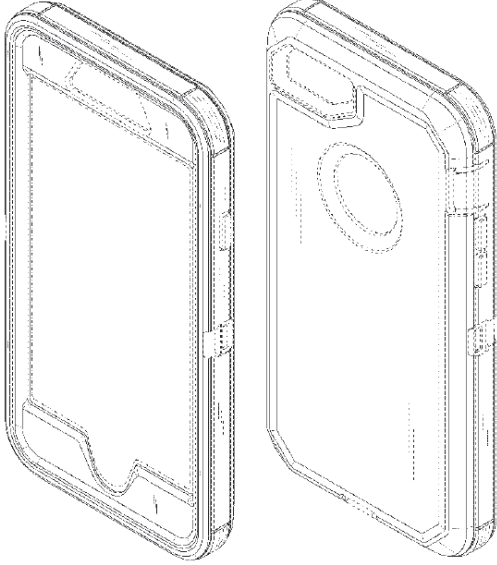
Judge John J. Tharp, Jr.

Magistrate Judge Gabriel A. Fuentes

PRELIMINARY INJUNCTION ORDER

Plaintiff Otter Products, LLC’s (“OtterBox” or “Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the defendants identified in Schedule A (collectively, the “Defendants”). After reviewing the Motion and the accompanying record, this Court GRANTS Plaintiff’s Motion in part as follows.

THIS COURT HEREBY FINDS in the absence of adversarial presentation, that the Defendants have sold products that infringe directly and/or indirectly Plaintiff’s United States design patent shown in the below chart (the “OtterBox Design”).

Patent Number	Claim	Issue Date
D808,378		January 23, 2018

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 OtterBox’s previously granted Motion for Entry of a Temporary Restraining Order establishes that OtterBox has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that OtterBox will suffer irreparable harm if the injunction is not granted. Specifically, OtterBox has proved a *prima facie* case of design infringement because (1) OtterBox is the lawful assignee of all right, title and interest in and to the OtterBox 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 designs claimed in the OtterBox Design, and (3) an ordinary observer would be deceived into thinking the Infringing Product was the same as the OtterBox Design. Furthermore, Defendants’ continued and unauthorized use of the OtterBox Design

irreparably harms OtterBox through loss of customers' goodwill, reputational harm, and OtterBox ability to exploit the OtterBox Design. Monetary damages fail to address such damage and, therefore, OtterBox 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 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. offering for sale, selling and importing any product not authorized by OtterBox and that include any reproduction, copy or colorable imitation of the designs claimed in the OtterBox Design;
 - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the OtterBox 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 OtterBox' 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 Dhgate, (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to OtterBox 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 agents, servants, employees, 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, including 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, 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"), Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, Wish.com, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon OtterBox's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, 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 infringing goods using the OtterBox Design.

4. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
5. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, 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' 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 Kevin S. McPherson, 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 ordered by this Court.
6. OtterBox is authorized to issue 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 and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces.

OtterBox is authorized to issue any such expedited discovery requests via e-mail.

7. OtterBox 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 the e-mail addresses identified in Exhibit 2 to the Declaration of Kevin S. McPherson and any e-mail addresses provided for Defendants by third parties 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 Kevin S. McPherson [16], and the TRO [24] 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 \$27,000 bond posted by OtterBox shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

Date: April 23, 2021



John J. Tharp, Jr.
United States District Judge

**Otter Products, LLC v. The Partnerships and Unincorporated Associations Identified on
Schedule "A" - Case No. 21-cv-1621**

Schedule A

No.	Seller Aliases
1	Nucklestores
3	HUAYIZHIZAO
5	top-win
7	Crosstreesports
9	MFcase
11	GreatCasedirect
13	Vodico's
15	lingshop
17	Welldful
19	Small objects shopping mart
21	go go go baby
23	zhangshuang97
25	guqin2321
27	DISMISSED

No.	Seller Aliases
2	DefenderSER
4	Anuck
6	Camerya
8	BMBZON official
10	Uniqoo
12	LIVEX
14	Cross Blue
16	Co-Goldguard
18	smartelf
20	ihomecome
22	fashiondian
24	chenliping588
26	donglu123

No.	Online Marketplaces
1	amazon.com/sp?seller=A11NUKBE3RJ6EL
3	amazon.com/sp?seller=A17P8MTQIW RKOF
5	amazon.com/sp?seller=A29PYSXESKN GC
7	amazon.com/sp?seller=A32FYL6SYAL BDZ
9	amazon.com/sp?seller=A3TGK9SIAT9 3M9
11	amazon.com/sp?seller=A507EKVSX04 9J
13	amazon.com/sp?seller=A8CDHH537Q VEO
15	amazon.com/sp?seller=AB03Y16RCTY 1C
17	amazon.com/sp?seller=AVBGINOB70 3LO

No.	Online Marketplaces
2	amazon.com/sp?seller=A14JW2U5NK SV75
4	amazon.com/sp?seller=A1A7GP7RZIS CVW
6	amazon.com/sp?seller=A2C6HTKVC3X KC5
8	amazon.com/sp?seller=A3JPYM7YHPS NEO
10	amazon.com/sp?seller=A3TGU4LNQE 976X
12	amazon.com/sp?seller=A79AUU2IRU7 JX
14	amazon.com/sp?seller=A90HI0B76XZ U
16	amazon.com/sp?seller=AFCYT0BP0IA9 N
18	amazon.com/sp?seller=AVJZUJKYKLL O

No.	Online Marketplaces
19	wish.com/merchant/53c1527146188e6f029b6e10
21	wish.com/merchant/59283d4d980a345075aaa6d0
23	wish.com/merchant/5a8f7a5a823a3e6aea802837
25	wish.com/merchant/5dfd9d468c92060a0a6d9916
27	DISMISSED

No.	Online Marketplaces
20	wish.com/merchant/568b937eae71c17733751b1b
22	wish.com/merchant/594d08f57eebf60f0af9b4fb
24	wish.com/merchant/5aa91204b9605f2eb26ff14d
26	wish.com/merchant/5e69ee425098721140ad97d5