

## **APPENDIX**

**APPENDIX  
TABLE OF CONTENTS**

Appendix A Opinion in the United States Court of Appeals For the Seventh Circuit (August 16, 2022) ..... App. 1

Appendix B Final Judgment Order in the United States District Court for the Northern District of Illinois (September 20, 2021) ..... App. 27

Appendix C Order Granting Motion for Default Judgment in the United States District Court for the Northern District of Illinois (September 20, 2021) ..... App. 123

Appendix D Order Denying Motion to Dismiss in the United States District Court for the Northern District of Illinois(July 15, 2021) ..... App. 127

Appendix E Minute Entry Order Denying Motion to Dismiss and to Lift the Preliminary Injunction in the United States District Court for the Northern District of Illinois(July 15, 2021).. ..... App. 141

App. 1

---

**APPENDIX A**

---

**In the  
United States Court of Appeals  
For the Seventh Circuit**

---

**No. 21-2909**

NBA PROPERTIES, INCORPORATED, et al.,

Plaintiffs-Appellees,

*v.*

HANWJH,

Defendant-Appellant.

---

Appeal from the United States District Court for the  
Northern District of Illinois, Eastern Division.  
No. 1:20-cv-07543 — **John F. Kness**, *Judge*.

---

ARGUED APRIL 7, 2022  
DECIDED AUGUST 16, 2022

Before RIPPLE and SCUDDER, *Circuit Judges*.\*

RIPPLE, *Circuit Judge*. The plaintiffs in the underlying litigation are professional or collegiate sports associations who own, or license, trademarks related to their respective sports. The plaintiffs filed this action under the Lanham Act, 15 U.S.C. § 1051, et seq., against a list of defendants listed in Schedule A of the complaint. In the complaint, NBA Properties, Inc. alleged that HANWJH, a China-based online retailer, infringed NBA Properties' trademarks by selling counterfeit products in its online stores. After the deadline to answer expired, HANWJH moved to dismiss the complaint for lack of personal jurisdiction. The district court denied the motion and entered a default under Federal Rule of Civil Procedure 55(a). The district court instructed the parties to file any objections to the motion for default judgment. After the deadline expired without objection, the district court entered a final judgment. HANWJH timely appealed. For the reasons set forth in this opinion, we affirm the judgment of the district court.

---

\* Circuit Judge Kanne died on June 16, 2022, and did not participate in the decision of this case, which is being resolved under 28 U.S.C. § 46(d) by a quorum of the panel.

I

A.

NBA Properties is the owner and exclusive licensee of the trademarks of the National Basketball Association (“NBA”) and NBA teams. HANWJH sells products allegedly infringing on the NBA trademarks via Amazon.com. NBA Properties filed an affidavit from its investigator asserting that HANWJH sold 205 infringing products, available for purchase in Illinois, on its Amazon site. HANWJH offered forty-one different basketball shorts in five different size options.

On September 16, 2020, an investigator for NBA Properties accessed HANWJH’s online Amazon store and purchased a pair of shorts. In placing the order, the investigator designated an address in Illinois as the delivery destination. The sale went through, and the product was delivered to the Illinois address on October 6, 2020. NBA Properties has not alleged any other contacts between HANWJH and Illinois other than the single sale to its investigator and the accessibility of HANWJH’s online store from Illinois. In an affidavit filed in the district court, HANWJH maintained that it had never sold any other product to any consumer in Illinois nor had it any “offices, employees,” “real or personal property,” “bank accounts,” or any other commercial dealings with Illinois.<sup>1</sup>

---

<sup>1</sup> R.56-1 ¶ 6–17.

**B.**

NBA Properties filed its complaint on December 18, 2020, consisting of two counts: 1) trademark infringement and counterfeiting, in violation of 15 U.S.C. § 1114; 2) false designation of origin, in violation of 15 U.S.C. § 1125(a). The complaint alleges that the “Defendants create e-commerce stores operating under one or more Seller Aliases that are advertising, offering for sale and selling Counterfeit Products to un-knowing consumers.”<sup>2</sup> Count I alleges that “Defendants have sold, offered to sell, marketed, distributed and advertised, and are still selling, offering to sell, marketing, distributing and advertising products using counterfeit or infringing re-productions of one or more of Plaintiffs’ Trademarks without Plaintiffs’ permission or consent.”<sup>3</sup> Count II alleges that “[b]y using one or more of Plaintiffs’ Trademarks on the Counterfeit Products, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Counterfeit Products.”<sup>4</sup>

NBA Properties sought and received a temporary restraining order and preliminary injunction, including a temporary asset restraint on HANWJH’s bank account. It then moved for a default under Rule 55(a), positing that, despite having been served, HANWJH had not answered or otherwise defended the suit. Moreover, it added that a default judgment

---

<sup>2</sup> R.1 ¶ 4.

<sup>3</sup> *Id.* ¶ 80.

<sup>4</sup> *Id.* ¶ 87.

App. 5

was proper under Rule 55(b)(2) because, although more than twenty-one days had passed since service upon HANWJH, *see* Rule 12(a)(1)(A)(i), HANWJH had not filed an answer or responsive pleading.

HANWJH next moved to dismiss and to lift the injunction, arguing that the court lacked personal jurisdiction over it because it did not expressly aim any conduct at Illinois. It contended that it lacked any connections with Illinois other than the “sham” transaction initiated by NBA Properties.<sup>5</sup> First, it argued that operating a website alone is not enough to establish that it has expressly aimed its commercial activity at Illinois. Second, it submitted that a single transaction initiated by the plaintiff cannot constitute a sufficient basis for jurisdiction. Third, it reasoned that, even if exercising jurisdiction over it were otherwise appropriate, doing so would offend the traditional notions of fair play and substantial justice because Illinois had very little interest in resolving the matter, the burden on HANWJH for defending the litigation in Illinois would be great, and Illinois courts provided no “efficiencies in resolving this matter.”<sup>6</sup>

The district court denied HANWJH’s motion to dismiss and simultaneously entered a default. In its memorandum opinion, the district court set forth a three-part standard for analyzing specific personal jurisdiction:

---

<sup>5</sup> R.56 at 1.

<sup>6</sup> *Id.* at 8.

App. 6

First, the defendant must have “minimum contacts with the forum state.” To determine whether the defendant has such contacts, the court must ask whether “the defendant should reasonably anticipate being haled into court in the forum State, because the defendant has purposefully availed itself of the privilege of conducting activities there.” Second, the plaintiff’s claims must “arise out of” the defendant’s contacts with the forum. Third, and finally, maintenance of the suit must not “offend traditional notions of fair play and substantial justice.”<sup>7</sup>

The court concluded that these requirements were met as to HANWJH.

The district court acknowledged that “specific personal jurisdiction over an online retailer is not established merely because the retailer’s website is available in the forum” but rather it is necessary that the retailer “st[and] ready and willing to do business with’ residents of the forum and then ‘knowingly do ... business with’ those residents.”<sup>8</sup> This test was satisfied, in the district court’s view, by the fact that HANWJH “admit[ted] that it both offered to ship and in fact shipped products to Illinois.”<sup>9</sup> Relying on our opinions in *Curry v. Revolution Laboratories, LLC*, 949 F.3d 385 (7th Cir. 2020) and *Illinois v. Hemi Group LLC*, 622 F.3d 754 (7th Cir. 2010), the district court observed that “minimum contacts [can

---

<sup>7</sup> R.58 at 4 (citations omitted).

<sup>8</sup> *Id.* at 4–5 (quoting *Illinois v. Hemi Grp. LLC*, 622 F.3d 754, 758 (7th Cir. 2010)).

<sup>9</sup> *Id.* at 5.



App. 7

be] formed even though a defendant ‘[old] its products only online through its website and third-party websites” in situations where the defendant “(1) included the forum in the ‘ship-to’ options from which the customer had to choose; (2) sent a customer an email confirming a shipping address in the forum; and (3) shipped product to an address in the forum.”<sup>10</sup> The district court did not view the lack of a confirmation email as dispositive and held that jurisdiction was proper over HANWJH.

The district court then rejected HANWJH’s arguments that *be2 LLC v. Ivanov*, 642 F.3d 555 (7th Cir. 2011) and *Advanced Tactical Ordnance Systems, LLC v. Real Action Paintball, Inc.*, 751 F.3d 796 (7th Cir. 2014), required the action to be dismissed for lack of personal jurisdiction. The district court determined these cases to be materially distinguishable because neither involved sales of infringing products to the forum state. The district court also rejected HANWJH’s contention that our opinion in *Hemi*, 622 F.3d 754, should not apply. HANWJH had urged that “because the transactions in Illinois in this case were exclusively the product of ‘entrapment and enticement’ by Plaintiffs, *Hemi* should not apply.”<sup>11</sup> The district court disagreed.

*Hemi*’s reasoning is on point. In that case, the defendant had a website that offered Illinois as a “ship-to” forum and in fact shipped products to Illinois. As this Court sees things, *Hemi* did

---

<sup>10</sup> *Id.* (second alteration in original) (quoting *Curry v. Revolution Lab’s, LLC*, 949 F.3d 385, 399 (7th Cir. 2020)).

<sup>11</sup> *Id.* at 7 (quoting R.56 at 6).

App. 8

not impose any bar to evidence generated from a plaintiff's pretextual purchase of an infringing product; and Defendant does not offer any authority establishing such a rule. In the absence of contrary authority, the Court finds that Plaintiffs' reasons for purchasing the allegedly infringing material provided by products is not relevant to the personal jurisdiction analysis.<sup>12</sup>

Finally, the district court also rejected HANWJH's contention that "exercising personal jurisdiction would 'offend traditional notions of fair play and substantial justice.'" <sup>13</sup> It explained that HANWJH had offered no support for this argument. It added that it was hardly unfair to subject HANWJH to jurisdiction because HANWJH "willingly shipped an allegedly infringing product to this forum."<sup>14</sup>

Following the entry of the default, the district court ordered that any objections to the motion for default judgment be filed no later than July 26, 2021. On July 26, HANWJH appealed the denial of the motion to dismiss. After we ordered supplemental briefing on the issue of appellate jurisdiction, HANWJH voluntarily dismissed its appeal. Because HANWJH did not object to the motion for default judgment, the district court then entered a final judgment on September 20, 2021. HANWJH timely appealed that order.

---

<sup>12</sup> *Id.* (citing *Hemi*, 622 F.3d at 758).

<sup>13</sup> *Id.* (quoting R.56 at 8).

<sup>14</sup> *Id.* at 8.

## II

### A.

We review a district court's determination of personal jurisdiction de novo. *See Curry*, 949 F.3d at 392. We “take the plaintiff's asserted facts as true and resolve any factual disputes in its favor.” *uBID, Inc. v. GoDaddy Grp., Inc.*, 623 F.3d 421, 423–24 (7th Cir. 2010). When a defendant challenges personal jurisdiction under Federal Rule of Civil Procedure 12(b)(2), however, “the plaintiff bears the burden of demonstrating the existence of jurisdiction.” *Purdue Resch. Found. v. Sanofi-Synthelabo, S.A.*, 338 F.3d 773, 782 (7th Cir. 2003). “Where, as here, the district court ruled on the defendant's motion to dismiss ‘without the benefit of an evidentiary hearing, the plaintiff bears only the burden of making a prima facie case for personal jurisdiction.’” *Curry*, 949 F.3d at 392–93 (quoting *uBID, Inc.*, 623 F.3d at 423). The district court may consider affidavits on the issue of personal jurisdiction; both parties' affidavits are accepted as true, and where they conflict, the plaintiff is entitled to resolution in its favor. *Id.* at 393.

**B.**

We now turn to the issue of specific personal jurisdiction. “In a case involving federal question jurisdiction, ‘a federal court has personal jurisdiction over the defendant if either federal law or the law of the state in which the court sits authorizes service of process to that defendant.’” *Id.* (quoting *Mobile Anesthesiologists Chi., LLC v. Anesthesia Assocs. of Hous. Metroplex, P.A.*, 623 F.3d 440, 443 (7th Cir. 2010)). “Because the Lanham Act does not have a special federal rule for personal jurisdiction, ... we look to the law of the forum for the governing rule.” *Advanced Tactical*, 751 F.3d at 800; *see also* Fed. R. Civ. P. 4(k)(1). The Illinois long-arm statute provides that “[a] court may also exercise jurisdiction on any other basis now or hereafter permitted by the Illinois Constitution and the Constitution of the United States.” 735 ILCS 5/2-209(c).<sup>15</sup>

“The Due Process Clause protects an individual’s liberty interest in not being subject to the binding judgments of a forum with which he has established no meaningful ‘contacts, ties, or relations.’” *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 471–72 (1985)

---

<sup>15</sup> We have been unable to identify any difference between the state and federal standards. *See Matlin v. Spin Master Corp.*, 921 F.3d 701, 705 (7th Cir. 2019). We have no reason to disturb this settled consensus; in cases where “neither party ... urges that the Illinois due process analysis differs, we only consider the requirements of federal due process.” *Id.*; *see also Rios v. Bayer Corp.*, 178 N.E.3d 1088, 1094 (Ill. 2020) (same); *Russell v. SNFA*, 987 N.E.2d 778, 784–86 (Ill. 2013) (detailing the development of the doctrine).

(quoting *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 319 (1945)). To be subject to specific personal jurisdiction in a forum state, the defendant must have “purposefully directed” its activities to the forum state, and the litigation must relate to those activities. *Id.* at 472 (quoting *Keeton v. Hustler Mag., Inc.*, 465 U.S. 770, 774 (1984)).

Over the years, the Supreme Court has refined the doctrine of personal jurisdiction as the practicalities of commercial activity have changed in response to technological developments. Initially, the “long-standing territorial-based jurisdiction test” held that an “adjudicating court’s jurisdiction over persons is established only when the persons have some territorial presence, actual or constructive, in the forum.” *Curry*, 949 F.3d at 393–94 (citing *Pennoyer v. Neff*, 95 U.S. 714 (1877)). The “advent of automobiles,” along with “the realities of interstate corporate activities,” “required ... moderation of the territorial limits on jurisdictional power.” *Shaffer v. Heitner*, 433 U.S. 186, 202 (1977). That moderation came in *International Shoe*, in which the Court emphasized the modern requirement that a defendant “have certain minimum contacts with [the forum] such that the maintenance of the suit does not offend ‘traditional notions of fair play and substantial justice.’” 326 U.S. at 316 (quoting *Milliken v. Meyer*, 311 U.S. 457, 463 (1940)).

In the decades following *International Shoe*, the Court periodically provided further elucidation of the “minimum contacts” criterion and the cornerstone standard of “traditional notions of fair play and substantial justice.” As we noted in *Curry*,

the Supreme Court has confirmed that these more recent cases were not intended to alter the basic approach to specific personal jurisdiction but to refine our understanding, and application, of it. 949 F.3d at 396. We previously have examined in some depth that jurisprudential journey in *Curry, id.* at 395–98, and need not walk every step of that road again. It is sufficient that we stress the resulting guideposts of that journey as they pertain to the case before us. First, in examining “minimum contacts,” we must focus on the *defendant’s* own contacts with the state, not the plaintiff’s. *Walden v. Fiore*, 571 U.S. 277, 284 (2014). The defendant’s contacts must be with the forum state, not just with individuals within the state. *See id.* at 285. The defendant’s contacts with the state must demonstrate that the defendant purposively availed it- self of the laws of that jurisdiction by availing itself of the privilege of doing business in the state or by purposively directing activities at the state. *See Lexington Ins. Co. v. Hotai Ins. Co.*, 938 F.3d 874, 878 (7th Cir. 2019).<sup>16</sup>

This focus on the contacts among the *defendant*, the forum, and the litigation “protects the defendant against the burdens of litigating in a distant or inconvenient forum.” *World-Wide Volkswagen Corp.*

---

<sup>16</sup> Most recently, in *Ford Motor Co. v. Montana Eighth Judicial District Court*, the Supreme Court considered Ford’s contention that jurisdiction over it in Montana was improper where Ford’s contacts with the forum did not directly cause the harm. 141 S. Ct. 1017, 1023 (2021). The Supreme Court rejected this narrow view. “[S]pecific jurisdiction attaches in cases identical to the ones here—when a company like Ford serves a market for a product in the forum State and the product malfunctions there.” *Id.* at 1027.

*v. Woodson*, 444 U.S. 286, 292 (1980). Achievement of this goal is the primary purpose of the analysis. It is not, however, the exclusive consideration that a court may consider. A court may also give some weight to the “forum State’s interest in adjudicating the dispute,” “the plaintiff’s interest in securing convenient and effective relief,” and the shared interest of the interstate system in obtaining an efficient and effective relief that promotes shared social policies. *Id.* But, again, we must remember that the “minimum contacts” analysis is aimed principally at protecting “the liberty of the nonresident defendant—not the convenience of plaintiffs ... and the forum state.” *Walden*, 571 U.S. at 284.

C.

We have applied these principles to online retailers. In *uBID, Inc.*, 623 F.3d at 424, 428, we reversed a dismissal for want of personal jurisdiction where defendant GoDaddy (the operator of the website of the same name) directed an advertising campaign at the entire Nation, including at the forum state, and generated significant revenue from forum customers. Relying on the Supreme Court’s decision in *Keeton*, 465 U.S. 770, we held that “GoDaddy has thoroughly, deliberately, and successfully exploited the Illinois market” through its use of sales and advertisements to Illinois (among the other forty-nine states). *uBID, Inc.*, 623 F.3d at 427. GoDaddy contended “that its sales to Illinois residents are automated transactions unilaterally initiated by those residents,” but we disagreed. *Id.* at 428. We explained that

GoDaddy tells us that its customers enter into most transactions without any human action on GoDaddy's end. But of course the customers who buy domain names from GoDaddy are not simply typing their credit card numbers into a web form and hoping they get something in return. GoDaddy itself set the system up this way. It cannot now point to its hundreds of thousands of customers in Illinois and tell us, "It was all their idea."

*Id.*

Then in *Hemi*, 622 F.3d 754, we affirmed the district court's holding that Internet sales to the forum were sufficient to establish personal jurisdiction over an out-of-state online cigarette retailer, Hemi. Hemi sold discount cigarettes through many websites. It indicated on its websites that it would sell cigarettes to any state in the Republic, save New York (due to ongoing litigation in that state). *Id.* at 755–56. Over the course of a three year-long investigation by the Illinois Department of Revenue, a single special senior agent purchased over 300 packs of cigarettes from Hemi and had them shipped to Illinois. *Id.* at 755. The only connections alleged between Hemi and Illinois were these sales. We held that Hemi's "contacts with Illinois were sufficient to satisfy due process." *Id.* at 757. This holding was rooted in two key facts. First, "Hemi expressly elected to do business with the residents of forty-nine states. ... Hemi stood ready and willing to do business with Illinois residents." *Id.* at 758. Second, "the fact that Hemi excluded New York residents from its customer pool shows ... that Hemi



knew that conducting business with residents of a particular state could subject it to jurisdiction there.”  
*Id.*

We also have held jurisdiction proper where a defendant’s website offered the forum state as a “ship-to” option, the defendant sent a follow-up email confirming orders and shipping addresses, and the defendant sold and shipped products to over 700 residents in the forum. *Curry*, 949 F.3d at 399. These contacts were sufficient, we explained, because “[t]here is no per se requirement that the defendant especially target the forum in its business activity; it is sufficient that the defendant reasonably could foresee that its product would be sold in the forum.”  
*Id.* If the defendant exploits the forum market, it is subject to the jurisdiction of the forum. *Id.* In *Curry* we explained that allowing customers to order products from a website to the forum, and then carrying out that order, can form the basis of personal jurisdiction. *Id.* at 399–400.

In *Matlin v. Spin Master Corp.*, 921 F.3d 701 (7th Cir. 2019), however, we encountered a case that, when all circumstances were considered, exceeded established constitutional limitations on personal jurisdiction.<sup>17</sup> In that case, two inventors sued their former company in Illinois (and its assignee) for royalties from their products. *Id.* at 703–04. The defendants moved to dismiss under Rule 12(b)(2). In response, the inventors’ “counsel submitted an online purchase receipt from [the defendants]’ website and a

---

<sup>17</sup> For *Matlin*’s application to the case at hand, see *infra* pp. 18–19.

declaration stating that he purchased and received a single patented product in Illinois.” *Id.* at 704. We distinguished *Hemi* and found jurisdiction lacking for three key reasons:

The first is the scale of contact with Illinois. ... [This case involved] a single incident conjured up by the plaintiffs’ attorney for the exclusive purpose of establishing personal jurisdiction over the defendants.

...

Second, the relationship between the defendants’ conduct and the State differs significantly.

...

[T]he plaintiffs bring claims with an attenuated relationship to Illinois and any sales that occurred there. In other words, this case is not “a suit arising out of or related to the defend-

ant[s]’ contacts with the forum.” ... [T]his is not the type of case where the defendants sold and shipped a defective product into Illinois that injured residents there.

...

[Third, the plaintiffs] attempted to salvage personal jurisdiction—*after* the defendants moved to dismiss—by luring them into shipping a product into Illinois. Because

specific personal jurisdiction derives from the plaintiffs' relevant contacts with the forum, we cannot allow plaintiffs to base jurisdiction on a contact that did not exist at the time they filed suit.

*Id.* at 706–07 (third alteration and emphasis in original) (quoting *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414 n.8 (1984)).

### III

Having set forth the relevant legal background, we now apply these principles to the case before us. Again, these requirements are:

First, the defendant's contacts with the forum state must show that it purposefully availed itself of the privilege of conducting business in the forum state or purposefully directed its activities at the state. Second, the plaintiff's alleged injury must have arisen out of the defendant's forum-related activities. And finally, any exercise of personal jurisdiction must comport with traditional notions of fair play and substantial justice.

*Curry*, 949 F.3d at 398 (cleaned up) (quoting *Lexington Ins.*, 938 F.3d at 878). As a reminder, our focus is on the contacts that the defendant itself created with the forum state; the defendant cannot be "haled into a jurisdiction solely as a result of random, fortuitous, or attenuated contacts, or of the unilateral activity of another party or a third

person.” *Burger King*, 471 U.S. at 475 (cleaned up).

### A. Purposeful Direction

First, we must analyze HANWJH’s activity to determine whether it purposefully directed conduct at Illinois. HANWJH has no physical presence in Illinois. “Our cases make clear, however, that physical presence is not necessary for a defendant to have sufficient minimum contacts with a forum state.” *Curry*, 949 F.3d at 398. As in *Curry*, we again find *Hemi* particularly instructive. Recall that in *Hemi*, a single agent of the plaintiff purchased over 300 packs of illegal cigarettes from the defendant cigarette retailer. 622 F.3d at 755. The sales to the plaintiff’s agents supported a finding of personal jurisdiction because the retailer both maintained commercial websites from which one could order goods to Illinois and because it then “knowingly did do business with Illinois residents.” *Id.* at 757–58; *see also Curry*, 949 F.3d at 399 (citing approvingly the same).

*Curry* and *Hemi* make clear that this case does not require us to break new ground. In *Curry*, the defendant’s actions could be fairly “described as purposeful[ly]” directed where it “created an interactive website and explicitly provided that Illinois residents could purchase its products through that website,” “arranged for the sale of its products through third- party websites,” “sent written confirmation to the Illinois customers acknowledging their sale and including their Illinois shipping address,” and then, “shipped [the product] to its

customers who were in Illinois.” 949 F.3d at 399.

We see the same purposeful direction here. HANWJH’s actions certainly can be characterized as purposeful. It established an online store, using a third-party retailer, Amazon.com. Through this online store, it unequivocally asserted a willingness to ship goods to Illinois and established the capacity to do so. When an order was placed, it filled the order, intentionally shipping an infringing product to the customer’s designated Illinois address.

HANWJH nevertheless argues that NBA Properties has manufactured jurisdiction by having its agent purchase the infringing product. Such an assertion simply cannot be squared with *Hemi*. In making this argument, HANWJH overlooks that, in assessing purposeful direction, what matters is its structuring of its own activities so as to target the Illinois market. NBA Properties’ motivations in purchasing the allegedly illegal item are in no way relevant to an assessment of whether HANWJH has established sufficient contacts to sell its products to Illinois residents.

HANWJH also urges a bright-line rule that a single transaction cannot be sufficient to establish jurisdiction. This argument is crucial to its case because the sole difference between this case and *Hemi* is volume. In *Hemi*, plaintiff’s agent purchased over 300 packs of cigarettes; here we have a single order. Such a categorical rule would be unsound, and such a practice has been discouraged by the Supreme Court. See *Burger King*, 471 U.S. at 485–86; see also *Chloé v. Queen Bee of Beverly Hills*,

*LLC*, 616 F.3d 158 (2d Cir. 2010) (holding that jurisdiction was proper over a defendant who offered handbags for sale and sold a single allegedly infringing bag to the forum).

By drawing a rigid numerical line as HANWJH suggests, we would succumb to the trap that the Supreme Court has warned explicitly that we must avoid. “[T]alismanic jurisdictional formulas” are not an acceptable instrument in the toolbox of a court assessing personal jurisdiction. *Burger King*, 471 U.S. at 485. The question is not whether the plaintiff purchased enough goods to subject the defendant to personal jurisdiction. The focus is whether HANWJH purposefully directed its conduct at Illinois. *Cf. id.* at 485–86 (“[T]he facts of each case must [always] be weighed’ in determining whether personal jurisdiction would comport with ‘fair play and substantial justice.’” (second alteration in original) (quoting *Kulko v. California Superior Ct.*, 436 U.S. 84, 92 (1978))).

*Matlin* hardly establishes a categorical rule that multiple online sales, as opposed to a single online sale, are required to establish a sufficient basis for personal jurisdiction. In *Matlin*, personal jurisdiction was improper because the sale was unrelated to the litigation and occurred after the case was filed. As we note below, in addition to being purposefully directed at the forum state, the relevant contacts must also be related to the litigation. It is true that *Matlin* found *Hemi* inapplicable to its situation in part because *Matlin* involved only a single sale. But the sale was not related to the underlying royalties dispute in the slightest. We explained that “this is not the type of

case where the defendants sold and shipped a defective product into Illinois that injured residents there.” *Matlin*, 921 F.3d at 707. We also explained that “even if we accepted that a single online sale provided a sufficient link to the royalty dispute, ... the plaintiff-initiated contact arose after the plaintiffs filed suit—solely to lure the defendants into Illinois to establish personal jurisdiction over them.” *Id.* Here, unlike *Matlin*, we are faced with a situation where an infringing product was shipped to Illinois, in advance of the litigation, and the listing for sale and shipping of that product caused a likelihood of confusion for the people of Illinois. The defendants in *Matlin* could not have foreseen that they would be haled into court in Illinois until after the case was filed; HANWJH knew it could be subject to the jurisdiction of Illinois when it shipped a counterfeit product to the forum.

Finally, describing HANWJH’s act of filling NBA Properties’ order as the unilateral act of the plaintiff is a mischaracterization. Here, HANWJH shipped a product to the forum only after it had structured its sales activity in such a manner as to invite orders from Illinois and developed the capacity to fill them. It cannot now point to its “customers in Illinois and tell us, ‘It was all their idea.’” *uBID, Inc.*, 623 F.3d at 428.

## **B. Relatedness**

“The proper exercise of specific jurisdiction also requires that the defendant’s minimum contacts with the forum state be ‘*suit-related*.’” *Curry*, 949 F.3d at 400 (emphasis in original) (quoting *Advanced*

*Tactical*, 751 F.3d at 801); *see also Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 141 S. Ct. 1017, 1026 (2021) (explaining that the suit must “arise out of or relate to the defendant’s contacts with the forum” (emphasis in original) (quoting *Bristol-Myers Squibb Co. v. Superior Ct. of California*, 137 S. Ct. 1773, 1780 (2017))). This requirement is met when direct sales from the defendant in the forum state involve the infringing product. *Curry*, 949 F.3d at 401–02. HANWJH does not contend in its briefing that this litigation is unrelated to its activity in Illinois. This omission is well-advised. The Lanham Act provides that “[t]he holder of a registered mark ... has a civil action against anyone employing an imitation of it in commerce when ‘such use is likely to cause confusion, or to cause mistake, or to deceive.’” *Sport-Fuel, Inc. v. PepsiCo, Inc.*, 932 F.3d 589, 595 (7th Cir. 2019) (quoting *KP Permanent Make-Up, Inc. v. Lasting Impression I, Inc.*, 543 U.S. 111, 117 (2004)); *see also* 15 U.S.C. § 1114(1)(a). “Additionally, the Act provides trademark-holders a cause of action against those who make a false designation of origin for a mark.” *SportFuel, Inc.*, 932 F.3d at 595; *see also* 15 U.S.C. § 1125(a). NBA Properties need not show actual confusion to establish violations of these provisions, only likelihood of confusion. *Web Printing Controls Co. v. Oxy-Dry Corp.*, 906 F.2d 1202, 1204 (7th Cir. 1990).

HANWJH’s listing of its product on Amazon.com and its sale of the product to counsel are certainly related sufficiently to the harm of likelihood of confusion.<sup>18</sup> A vendor violates the Lanham Act when

---

<sup>18</sup> We note that the Fifth Circuit has taken the opposite view,



---

albeit in a nonprecedential disposition. *Getagadget, LLC v. Jet Creations Inc.*, No. 19- 51019, 2022 WL 964204 (5th Cir. Mar. 30, 2022) (per curiam). In that case, the court declined to decide whether two sales to the plaintiff’s counsel in the forum were sufficient to establish jurisdiction over the Lanham Act action. *Id.* at \*4. Instead, the court determined that jurisdiction was improper because the litigation was not related to the sale. In its view, because the “gravamen for any action of trademark infringement or common law unfair competition is whether the challenged mark is likely to cause confusion[,]’ ... Getagadget cannot reasonably argue that any consumer confusion arose out of Jet’s selling and shipping the infringing product to Getagadget’s counsel.” *Id.* (emphasis removed) (quoting *Marathon Mfg. Co. v. Enerlite Prod. Corp.*, 767 F.2d 214, 217 (5th Cir. 1985)).

We first note that the Supreme Court has rejected such a direct causal inquiry in the “arising out of or related to” analysis, and the latter part of this requirement permits us to look to whether the suit and contacts are related. *See Ford Motor Co.*, 141 S. Ct. at 1026–27. *Ford* expressly rejected the narrow contention that “the needed link [between the contacts and the litigation] must be causal in nature.” *Id.* at 1026 (rejecting *Ford*’s view that “[j]urisdiction attaches ‘only if the defendant’s forum conduct gave rise to the plaintiff’s claims’” (emphasis in original)). Instead, due process requires only that the “relationship among the defendant, the forum[s], and the litigation’—is close enough to support specific jurisdiction.” *Id.* at 1032 (alteration in original) (quoting *Walden v. Fiore*, 571 U.S. 277, 284 (2014)). That is to say, we ensure that the conduct and the litigation are related. *See id.* at 1031. *Getagadget* does not come to grips with this aspect of *Ford*.

Second, we disagree with this interpretation of the Lanham Act. The Lanham Act requires the plaintiff to show “a likelihood of confusion,” a question of fact in which “actual confusion” is but a single nondispositive part. *Bd. of Supervisors for Louisiana State Univ. Agric. & Mech. Coll. v. Smack Apparel Co.*, 550 F.3d 465, 478 (5th Cir. 2008); *see also Web Printing Controls Co. v. Oxy-Dry Corp.*, 906 F.2d 1202, 1204 (7th Cir. 1990) (“[T]he elements necessary to establish a *violation* of section 43(a) of the Lanham

it lists for sale infringing products. It does not matter that counsel for NBA Properties purchased the goods, as actual confusion is not necessary. The likelihood of confusion, the basis for the suit, is sufficiently related to HANWJH's act of selling the infringing product to Illinois, the basis for personal jurisdiction, that due process is not offended. *See Curry*, 949 F.3d at 401–02.

### **C. Traditional Notions of Fair Play & Substantial Justice**

We now examine whether subjecting HANWJH to jurisdiction in Illinois offends our traditional notions of fair play and substantial justice. Once purposeful minimum contacts are established, we

---

Act do not include any involving actual injury or actual confusion.” (emphasis in original)). Moreover, there need not be an actual sale to demonstrate trademark infringement; merely listing for sale a product that is likely to cause confusion violates the Lanham Act. *See Elvis Presley Enters., Inc. v. Capece*, 141 F.3d 188, 204 (5th Cir. 1998) (“Infringement can be based upon confusion that creates initial consumer interest, even though no actual sale is finally completed as a result of the confusion.” (quoting 3 J. Thomas McCarthy, *McCarthy on Trademarks and Unfair Competition* § 23:6 (4th ed. 1997)); see also 4 J. Thomas McCarthy, *McCarthy on Trademarks and Unfair Competition* § 23:12 (5th ed. 2022) (“[W]here allegedly infringing sales have been minimal to date, to require any proof of actual confusion would unfairly penalize the trademark owner for acting promptly to ‘protect its trademark rights before serious damage has occurred.’” (quoting *Lois Sportswear, U.S.A., Inc. v. Levi Strauss & Co.*, 799 F.2d 867, 875 (2d Cir. 1986))). With the understanding that the plaintiff need not make a showing of actual confusion to prove a violation of the Lanham Act, here, the sale to NBA Properties’ investigator is sufficiently related to the likelihood of confusion.

look at other factors to determine whether asserting jurisdiction would comport with fair play and substantial justice. *Burger King*, 471 U.S. at 476. Thus, courts may evaluate:

The burden on the defendant, the forum State's interest in adjudicating the dispute, the plaintiff's interest in obtaining convenient and effective relief, the interstate judicial system's interest in obtaining the most efficient resolution of the underlying dispute, and the shared interest of the several States in furthering fundamental substantive social policies.

*Hemi*, 622 F.3d at 759 (cleaned up) (quoting *Purdue Rsch. Found.*, 338 F.3d at 781). “[W]here a defendant who purposefully has directed his activities at forum residents seeks to defeat jurisdiction, he must present a compelling case that the presence of some other considerations would render jurisdiction unreasonable.” *Burger King*, 471 U.S. at 477.

HANWJH reminds us that it is a foreign party with only one documented sale to the forum state. It also notes that the NBA has its principal places of business “in New York, Georgia, and California,” and argues that “Illinois’ interest in utilizing its judicial resources to adjudicate [this] dispute[] between two out-of-state parties is weak.”<sup>19</sup>

In *Curry*, we held that there was no unfairness in making a seller defend a suit in a state where it

---

<sup>19</sup> Appellant's Br. 7.

structured its business to “easily serve the state’s consumers.” 949 F.3d at 402. “There is no unfairness in requiring a defendant to defend a lawsuit in the courts of the state where, through the very activity giving rise to the suit, it continues to gain so much.” *Id.* (cleaned up) (quoting *uBID, Inc.*, 623 F.3d at 433). NBA Properties may have its principal places of business elsewhere, but it nevertheless has an interest in ensuring that its trademark is protected against confusion in the Illinois market. Illinois no doubt has an interest in protecting its consumers from purchasing fraudulent merchandise. Finally, HANWJH alleges no unusual burden in defending the suit in Illinois.

### CONCLUSION

HANWJH availed itself of the Illinois market in offering and shipping a product to the forum. Because of this purposeful direction, and because these contacts are related to the suit, it is subject to jurisdiction in Illinois. We affirm the judgment of the district court.

AFFIRMED

App.27

---

**APPENDIX B**

---

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

**[Filed September 20, 2021]**

NBA PROPERTIES, INC., MLB ADVANCED  
MEDIA, L.P., MAJOR LEAGUE BASEBALL  
PROPERTIES, INC., NHL ENTERPRISES, L.P.,  
NFL PROPERTIES LLC, COLLEGIATE  
LICENSING COMPANY, LLC, and THE  
REGENTS OF THE UNIVERSITY OF  
CALIFORNIA,

Plaintiffs,

v.

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

Defendants.

---

No. 20-cv-07543

Judge John F. Kness

**FINAL JUDGMENT ORDER**

IT IS HEREBY ORDERED THAT judgment is entered in favor of NBA Properties, Inc. (“NBAP”),




MLB Advanced Media, L.P. (“MLBAM”), Major League Baseball Properties, Inc. (“MLBP”), NHL Enterprises, L.P. (“NHLE”), NFL Properties LLC (“NFLP”), Collegiate Licensing Company, LLC, formerly IMG College Licensing, LLC (“CLC”), and The Regents of The University of California (“Regents of UC”) (collectively, “Plaintiffs”) and against all Defendants identified in the attached Schedule A who have not otherwise been dismissed from this action (the “Defaulting Defendants”).

THIS COURT FINDS that Defaulting Defendants have sold products using infringing and counterfeit versions of Plaintiffs’ federally registered trademarks (“Plaintiffs’ Trademarks”) to residents of Illinois. A list of Plaintiffs’ Trademarks is included in the chart below.

Registration Number	Trademark	Goods and Services
1,833,902	NBA	For: clothing, namely, hosiery, footwear, sweat shirts, sweatpants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, rugby shirts, belts, ties, nightshirts, hats, warm-up suits, jackets, parkas, coats, cloth bibs, head bands and wrist



App.29


		bands in class 025.
2,183,983	NATIONAL BASKETBALL ASSOCIATION	For: clothing, namely, hosiery, footwear, t-shirts, sweat shirts, sweatpants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, rugby shirts, sweaters, belts, ties, nightshirts, hats, warm-up suits, jackets, parkas, coats, cloth bibs, head bands, wrist bands, aprons, boxer shorts, slacks, caps, ear muffs and gloves in class 025.

<p>2,527,089</p>		<p>For: hosiery, footwear, t-shirts, sweat shirts, tank tops, pajamas, sport shirts, belts, footwear, sweat shirts, nightshirts, stocking caps, sweatpants, pants, tank tops, jersey, shorts, pajamas, sport jackets, bibs, head bands and wrist bands in class 025.</p> <p>For: entertainment services, namely organizing and</p>
		<p>conducting basketball exhibitions in class 041.</p>
<p>1,715,549</p>		<p>For: jewelry; namely, wrist watches, pins, earrings, necklaces, rings, cuff links and belt buckles in class 014.</p>
<p>1,966,924</p>		<p>For: clothing, namely hosiery, footwear, t-shirts, sweat shirts, sweatpants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, rugby shirts, sweaters, belts, ties, nightshirts, hats, warm-up suits, jackets, parkas, coats, cloth bibs, head bands, wrist bands, aprons, boxer shorts, slacks, caps, ear muffs, and gloves in class 025.</p>





App.31


<p>2,079,49 3</p>		<p>For: clothing, namely, hosiery, footwear, sweat shirts, sweatpants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, rugby shirts, sweaters, belts, ties, nightshirts, warm-up suits, parkas, coats, cloth bibs, head bands and wrist bands in class 025.</p>
<p>5,237,76 7</p>		<p>For: Jewelry; costume jewelry; beaded jewelry; rubber or silicon wristbands in the nature of a bracelet, beaded necklaces; beads for use in the manufacture of jewelry; earrings, necklaces, rings, bracelets, cuff links, pendants, charms for collar jewelry and bracelets; clocks; watches; watch bands and watch straps, watch cases, watch fobs; jewelry boxes, tie clips; medallions; non-monetary coins of precious metal; precious metals; key chains of precious metal; key chains as jewelry; figures and figurines of precious metal; trophies of precious metals in class 014.</p>

<p>1,620,020</p>		<p>For: clothing, namely, shirts, shorts, dresses, socks, underwear, jackets, sweaters, pants, visors, caps, bibs, infantwear, namely, baby shorts sets, romper sets, baby pants, coveralls; outerwear, namely, uniforms and pullovers, ties, robes and loungewear, sweatshirts, knitted headwear, hosiery, wristbands, robes, <del>and shoes</del> in class 025.</p>
<p>2,779,958</p>	<p>MLB</p>	<p>For: clothing, namely, caps, hats, visors, knitted headwear, headbands, shirts, t-shirts, tank tops, sweaters, turtlenecks, pullovers, vests, shorts, pants, dresses, baseball uniforms, jerseys, sweatshirts, sweatpants, underwear, boxer shorts, sleepwear, jackets, cloth bibs, infantwear, rompers, coveralls, creepers, baby booties, ties, wristbands, scarves, socks, hosiery in class 025.</p>

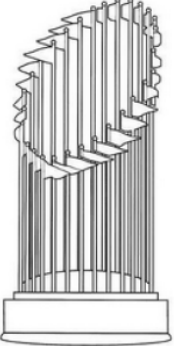
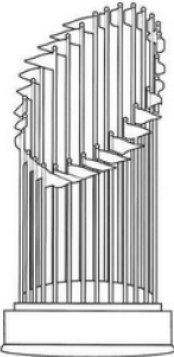
App.33

<p>2,569,9 70</p>		<p>For: jewelry, namely, bracelets, charms, earrings, rings, necklaces, pendants, watches, costume jewelry, medallions, lapel pins, tie clips, tie fasteners, cuff links, belt buckles of precious metal, money clips of precious metal, clocks, non-monetary coins of precious metal in class 014.</p>
<p>2,573,5 03</p>		<p>For: clothing, namely, caps, hats, visors, knitted headwear, shirts, t-shirts, tank tops, sweaters, turtlenecks, pullovers, vests, shorts, baseball uniforms, jerseys, warm-up suits, sweatshirts, sweatpants, underwear, boxer shorts, robes, sleepwear, jackets, cloth bibs, infantwear, infant diaper covers, cloth diaper sets with undershirt and diaper cover, rompers, coveralls, creepers, baby booties, ties, belts, wristbands, scarves, footwear, socks, slippers, aprons in class 025.</p>

App.34

<p>3,410,5 85</p>	<p>WORLD SERIES</p>	<p>For: Jewelry, namely, bracelets, earrings, pendants, watches, costume jewelry, rubber or silicone bracelets and wristbands in the nature of bracelets, medallions, ornamental metal pins, lapel pins, cuff links, money clips of precious metal, metal key chains of precious metal, metal key rings of precious metal, clocks, wall clocks, and non-monetary coins of precious metal in class 014.</p>
<p>5,510,9 99</p>		<p>For: Clothing, namely, headwear, shirts, sweatshirts, jackets, infant wear in class 025.</p>




App.35

<p>5,511,00 1</p>		<p>For: trophies of common metal in class 006.</p>
<p>5,511,00 2</p>		<p>For: trophies of precious metal; ornamental pins; lapel pins; rings; bracelets; charms for jewelry; non-monetary coins; clocks; key chains; key rings in class 014.</p>
<p>1,962,13 5</p>	<p>NHL</p>	<p>For: clothing, namely, shirts, jerseys, sweaters, jackets, sweatshirts, t-shirts, pants, sweatpants, warm-up suits, wristbands, headbands, shorts, caps, hats, socks, nightshirts, scarves, mittens and cloth bibs in class 025.</p>



App.36

2,422,903	STANLEY CUP	For: clothing, namely, caps, cloth bibs, hats, jackets, jerseys, shirts, shorts, sweaters, sweatpants, sweatshirts, t-shirts, ties, vests and warm-up suits in class 025.
4,631,182	NHL	For: items made of precious and non-precious metals, namely, commemorative coins, and medals; trophies and key chains made of precious metals; jewelry, charms, earrings, medallions, rings, necklaces, tie tacks, pins in the nature of jewelry; chronometric instruments in the nature of docks and clocks in class 014.
4,767,415	STANLEY CUP	For: precious metal trophies in class 014.

App. 37

<p>1,678,612</p>		<p>For: clothing and footwear; namely, jerseys, sweaters, jackets, sweatshirts, t-shirts, sweatpants, shirts, caps, hats in class 025.</p>
<p>3,248,499</p>		<p>For: clothing, namely, bandannas, beach cover-ups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, footwear, ear muffs, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rain wear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, t-shirts, ties, toques, underwear, vests, warm-up suits and wristbands in class 025.</p>
<p>5,165,350</p>		<p>For: items made of precious and non-precious metals, namely, commemorative coins, and medals; trophies and key chains made of precious metals; jewelry, charms, earrings, medallions, rings, necklaces, tie tacks, pins in the nature of jewelry; chronometric instruments in the nature of</p>

App. 38

		docks and clocks in class 014.
2,395,418		For: clothing, namely, caps, cloth bibs, hats, jackets, jerseys, shirts, shorts, sweaters, sweatpants, sweatshirts, t-shirts, ties, vests and warm-up suits in class 025.
4,677,429		For: Items made of precious and non-precious metals, namely, commemorative coins, and medals; key chains made of precious metals; jewelry, charms, earrings, medallions, rings, necklaces, tie tacks, pins in the nature of jewelry; chronometric instruments in the nature of docks and clocks in class 014.
1,076,139	NAL FOOTBAL L LEAGUE	For: promoting the interests of member football clubs, scheduling games, and promoting interest in football in class 041.



App. 39

<p>2,919,270</p>	<p>NFL</p>	<p>For: toys and sporting goods, namely, plush toys, stuffed animals, play figures, golf balls, golf bags, golf clubs, golf club covers, bowling balls, bowling bags, footballs, toy banks, hand held unit for playing electronic games; hand held unit for playing video games; board games relating to football, checker sets, chess sets, dominoes, Christmas tree ornaments, balloons, jigsaw puzzles, windsocks, kites, toy trucks, football shoulder pads, elbow, hand and knee pads, all for athletic use; billiard game playing equipment, exercise equipment, namely, chest protectors for sports, dart boards and dart board cases, volleyball equipment, namely, volleyballs fishing equipment, namely, fishing lures and fishing rods, handle grips for sporting equipment, athletic equipment, namely, personal floor mats, mouth guards, athletic sports wraps and athletic tape, snow sleds for recreation use, swim boards for recreation use, toy vehicles, toy model train sets, yo-yos in class 028.</p>
------------------	------------	---

App.40


<p>3,394, 343</p>	<p>NFL</p>	<p>For: Football helmets, cell phone covers, magnetic coded charge cards, decorative magnets, prerecorded DVDs featuring the sport of football, computer game software and disks, computer mouse pads, sunglasses in class 009.</p> <p>For: Jewelry, pins, bracelets, charms, rings, collectible coins, commemorative coins, coins of precious metal, pendants and key chains made of precious metal in class 014.</p> <p>For: Posters, calendars, trading cards, series of books relating to football, notepads, stickers, printed tickets to sports games and events; note paper, pictorial prints, picture postcards, art pictures, paper gift bags, paper decorations; collectible cards; collectible card and memorabilia holders; souvenir programs for sports events in class 016.</p> <p>For: Men's, women's and children's clothing, namely, fleece tops and bottoms, headwear, caps, knit hats, t-shirts, shirts, turtlenecks, sweatshirts, shorts, tank tops, pants, jackets, golf shirts, knit shirts, jerseys, gloves, ties, cloth bibs; night shirts and pajamas; underwear, socks; towels in class 025.</p>
-----------------------	------------	--

App.41

		<p>For: Television broadcasting services; television transmission services; cable television broadcasting; radio broadcasting; broadcasting programming on the Internet; information transmission via electronic communications networks; transmission of information through video communication systems; communication services, namely, audio and video broadcasting; broadcasting services and provision of telecommunication access to video and audio content provided via a video on demand; streaming of audio material on the Internet; streaming of video material and podcasts on the Internet; electronic delivery of images and photos via a global computer network; providing multiple-user access to a global computer information network for the purpose of participating in interactive polling in the field of football; wireless communications services, namely, transmission of text, graphics, data, and entertainment information to mobile phones; mobile media and entertainment services in the nature of electronic</p>
--	--	--

App.42

	<p>transmission of entertainment media content in class 038.</p> <p>For: Education and entertainment services in the nature of professional football games and exhibitions; providing sports and entertainment information via a global computer network or a commercial on-line computer service or by cable, satellite, television and radio; arranging and conducting athletic competitions, namely, professional football games and exhibitions; football fan club services; entertainment services, namely, musical and dance performances provided during intervals at sports events; educational services, namely, physical education programs; production of radio and television programs; live shows featuring football games, exhibitions, competitions, and musical and dance performances; sporting and cultural activities; distribution of television programming to cable and satellite television systems; distribution of television programs for others in class 041.</p>
--	--

<p>3,581,28 1</p>		<p>For: Football helmets, cell phone covers, magnetic coded charge cards, decorative magnets, prerecorded compact discs, and DVDs featuring the sport of football, computer game software and disks, computer mouse pads, sunglasses, eyeglass cases, and CD storage cases in class 009.</p> <p>For: Jewelry, clocks, pins, bracelets, necklaces, charms, rings, collectible coins, commemorative coins, non-monetary coins of precious metal, pendants and key chains made of precious metal in class 014.</p> <p>For: Posters, calendars, trading cards, a series of books in the field of football, magazines in the field of football, notepads, stickers, bumper stickers, and greeting cards; printed tickets to sports games and events; note paper, pictorial prints, picture postcards, art pictures, stationery, stationery-type portfolios, wrapping paper, paper table cloths, paper napkins, paper</p>
-----------------------	---	---

App.44

		<p>gift bags, paper party decorations; printed collectible cards; collectible card and memorabilia holders; souvenir programs for sports events in class 016.</p> <p>For: Towels in class 024.</p> <p>For: Clothing, namely, fleece tops and bottoms, headwear, caps, knit hats, t-shirts, shirts, turtlenecks, sweatshirts, shorts, tank tops, sweaters, pants, jackets, golf shirts, knit shirts, jerseys, wristbands, warm up suits, gloves, ties, cloth bibs; sleepwear, namely, bathrobes, and pajamas; underwear, socks; footwear; sneakers in class 025.</p> <p>For: Toys and sporting goods, namely, plush toys, stuffed animals, play figures, golf balls, golf bags, golf club covers, footballs, toy banks, board games relating to football, playing cards, Christmas tree ornaments, balloons, jigsaw puzzles, toy, toy cars and trucks, billiard balls, dart boards, playing cards, miniature helmets in</p>
--	--	--

App.45


		<p>class 028.</p> <p>For: Association services, namely, promoting the interests of professional football clubs; promoting</p>
--	--	---


		<p>the interests of member football clubs; scheduling games for member teams; promoting public interest in football; association services, namely, providing a forum for member football clubs to showcase, display, demonstrate and promote ideas, products, and services in connection with football; promotion of sporting and cultural activities in class 035.</p> <p>For Education and entertainment services in the nature of professional football games and exhibitions; providing sports and entertainment information via a global computer network or a commercial on-line computer service, or by cable, satellite, television or radio; arranging and conducting athletic competitions, namely, professional football games and exhibitions; football fan club services, namely, personal appearances by a costumed mascot for professional football teams;</p>
--	--	---



App.47

		entertainment services, namely, live musical and dance performances provided during intervals at sports events; educational services, namely, conducting physical education programs; production of radio and television programs; presentation of live shows featuring football games, exhibitions, competitions, and musical and dance performances; organization of sporting and cultural activities; entertainment services, namely, an on-going series featuring football provided through cable television, satellite television, and television and radio broadcasts in class 041.
--	--	---

3,286,4 11		<p>For: Luggage, shoulder bags, beach bags, duffle bags, all purpose sports bags, sports equipment bags, school bags, tote bags, knapsacks, rucksacks, wallets, umbrellas, waist packs, leather key fobs, luggage tags in class 018.</p> <p>For: Textile goods, namely, cloth flags, curtains, quilts, towels, sheets, pillowcases, comforters, blankets, pillow shams, textile fabric for the manufacture of clothing, oven mitts, shower curtains, pot holders, textile wall hangings, fabric throws in class 024.</p>
---------------	---	--

		For: Marketing services, namely, promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with various football personalities and/or the sport of football; dissemination of advertising for others via an on-line electronic communications network; promoting the sale of credit card accounts through the administration of incentive award programs; direct mail advertising for others in class 035.
3,661,464		For: Handbags, luggage, shoulder bags, beach bags, duffle bags, clutch bags, all purpose sport bags, bags for sports, school bags, tote bags, knapsacks, wallets, travel bags, backpacks, umbrellas and luggage tags in class 018.
2,954,420	SUPER BOWL	For: men's, women's and children's clothing, namely, fleece tops and bottoms, caps, headwear, T-shirts, sweatshirts, shorts, tank tops, sweaters, pants, jackets, turtlenecks, golf shirts, knit shirts, jerseys, wind resistant



App.50

		jackets, cloth bibs, sleepwear, namely, night shirts and pajamas, knit hats and caps, and scarves in class 025.
3,138,590	SUPER BOWL	<p>For: Football helmets, cell phone covers, decorative magnets, prerecorded DVDs all featuring the sport of football, computer mouse pads in class 009.</p> <p>For: Jewelry, watches, clocks, pins, earrings, necklaces, bracelets, belt buckles made primarily of precious metals, charms, money clips made primarily of precious metals, rings, collectible coins, commemorative coins in class 014.</p> <p>For: Posters, trading cards, series of books relating to football, magazines relating to football, notepads, stickers, bumper stickers, printed tickets to sports games and events; pens note paper, pictorial prints, art pictures, paper table cloths, paper party invitations, paper decorations, collectible cards;</p>

App.51

		collectible card and memorabilia holders, souvenir programs for sports events in class 016.
--	--	--



App.52

		For: Toys and sporting goods, namely, plush toys, stuffed animals, play figures, golf balls, footballs, Christmas tree ornaments, balloons, jigsaw puzzles, miniature helmets in class 028.
2,941,347		For: men's, women's and children's clothing, namely, fleece tops, caps, headwear, T-shirts, sweatshirts, jackets, jerseys, wind resistant jackets, knit hats and caps in class 025.
3,138,589		For: Football helmets, decorative magnets, and DVDs featuring the sport of football, computer game software in class 009.  For: Jewelry, pins, collectible coins, commemorative coins in class 014.  For: trading cards, series of books relating to football, collectible cards; collectible card and memorabilia holders, souvenir programs for sports events in class 016.


App.53

		For: footballs, Christmas tree ornaments in class 028.
1,891,318	THE COLLEGIATE LICENSING COMPANY	For: business consultation in the field of trademark licensing management, market development in the field of trademark licensing programs and administration of trademark licensing for others in class 035.
1,891,319	CLC	For: business consultation in the field of trademark licensing management, market development in the field of trademark licensing programs and administration of trademark licensing for others in class 035.

App.54

<p>3,163,116</p>	<p>COLLEGE VAULT</p>	<p>For: clothing, namely, sweatshirts, sweatpants, shirts, T-shirts, sweaters, hats, caps, jackets, coats, uniforms, jerseys, undergarments, scarves, ties, visors, shorts, rainwear, and gloves in class 025.</p>
<p>1,578,038</p>		<p>For: licensing services in the field of collegiate products and promotions for colleges, universities and post-season bowls in class 035.</p>
<p>2,071,504</p>		<p>For: licensing services in the field of collegiate products and promotions for colleges, universities and post-season bowls in class 035.</p>



<p>3,221,0 94</p>		<p>For: video game discs, and video game software, decorative magnets, computer mouse pads, neon signs, sunglasses in class 009.</p> <p>For: jewelry including watches, clocks, charms, pendants, earrings, cuff links, powder compacts of precious metal, lapel pins, tie tacks and bars, medals, and commemorative coins in class 014.</p> <p>For: paper and paper products, namely, spiral notebooks, pens, pencils, greeting cards, postcards, prints, letter openers, decals, bumper stickers, calendars, paper napkins, note pads, checkbook covers, bank checks, bookmarks, loose leaf binders, stationery-type portfolios, desk sets, book covers, bookends, trading cards, pen and pencil cases, paper weights, posters, and stickers in class 016.</p> <p>For: luggage, namely, athletic bags, attache cases, backpacks, barrel bags, book</p>
-----------------------	---	--

App.56

		bags, duffel bags, tote bags, garment bags for travel, wallets, billfolds, purses, briefcase-type portfolios, key cases, business and credit card cases, change purses, umbrellas, patio umbrellas, animal leashes and collars for pets in class 018.
--	--	---

App.57

	<p>For: furniture and plastics, namely, mirrors, picture frames, pillows, plaques, and wind chimes in class 020.</p> <p>For: house wares and household goods, namely, non-metal piggy banks, wicker baskets, beer mugs, portable beverage coolers, drinking glasses, bottle openers, lunch boxes, soap dishes, ice buckets, coasters not of paper and not being table linen, coffee cups, plates, commemorative plates, paper plates, cookie jars, bowls, shot glasses, fitted picnic baskets, stained glass decorations, statues made of china, crystal, glass, or porcelain, and plastic cups in class 021.</p> <p>For: textiles, namely, textile fabrics for home and commercial interiors, curtains, cloth pennants, cloth flags, bed blankets, throw blankets, bed sheets, pillow cases, bed spreads, pot holders, kitchen towels, oven mitts, bath towels, and washcloths in class 024.</p> <p>For: apparel, namely, t-shirts, polo shirts, rugby tops, jerseys, turtlenecks, infant one piece outfits, pajamas, boxer shorts, nightshirts, tank tops, shorts,</p>
--	--

App.58

		<p>pants, jeans, socks, ties, scarves, shoes, slippers, sandals, nightgowns, sweatpants, sweatshirts, wristbands, head bands, hats, caps, visors, aprons, blazers, vests, jackets, raincoats, ponchos, leather coats, wind resistant jackets, warm up suits, athletic uniforms, bandanas, suspenders, cloth bibs, booties, bathing trunks, bikinis, gloves, mittens, bathing suits, bathing caps, and belts in class 025.</p> <p>For: games and playthings, namely, stuffed toy animals, stuffed toys, balloons, board games, flying discs, dolls, toy vehicles, plush toys, toy banks, playing cards, bean bags, basketballs, footballs, miniature basketball hoop and backboard, golf balls, golf clubs, golf putters, golf club covers, golf tees, golf gloves, basketball backboard, yo-yos, ornaments for the Christmas tree, snow globes in class 028.</p>
--	--	--

App.59

<p>1,185,87 3</p>	<p><i>Ucla</i></p>	<p>For: Clothing-Namely, Pull-Over Sweaters, Shirts, T-Shirts, Sweatshirts, Jerseys, Pants, Shorts, Bathing Suits, Underwear, Lingerie, Dresses, Nighties, Tank Tops, Hats, Caps, Visors, Jackets, Mittens, Scarves, Socks, and Ties in Class 025</p>
<p>1,185,87 4</p>	<p>UCLA</p>	<p>For: Clothing-Namely, Pull-Over Sweaters, Shirts, T-Shirts, Sweatshirts, Jerseys, Pants, Shorts, Bathing Suits, Underwear, Lingerie, Dresses, Nighties, Tank Tops, Hats, Caps, Visors, Jackets, Mittens, Scarves, Socks and Ties in Class 025</p>

App.60

<p>1,245,74 3</p>	<p>UCLA</p>	<p>For: Key rings and chains not of precious metal in Class 006</p> <p>For: Rings, watches, clocks in Class 014</p> <p>For: Pencils, post cards, decals, book ends, pencil holders, note holders, writing paper, binders, notebooks, paper portfolios, playing cards, photo albums in Class 016</p> <p>For: Luggage, umbrellas, back packs in class 018</p> <p>For: Cushions, mirrors, decorative wall plaques, stools in Class 020</p> <p>For: Mugs, glasses, plates, brushes, cups in Class 021</p> <p>For: Blankets, towels, pennants, textile banners in Class 024</p> <p>For: Tennis racquet covers, footballs, basketballs, stuffed toy animals, bandelore spinning tops in Class 028</p>
-----------------------	-------------	---

App.61

<p>1,904,077</p>	<p>UCLA BRUINS</p>	<p>For: Metal key chains, metal license plate frames in Class 006</p> <p>For: Magnets in Class 009</p> <p>For: Clocks, and cloisonne lapel pins, in Class 014</p> <p>For: Decals, note paper holders in Class 016</p>
		<p>For: Mugs, portable coolers, water bottles sold empty, water bottle insulators, and beverage glassware in Class 021</p> <p>For: Pennants not of paper and towels in Class 024</p> <p>For: T-shirts, shorts, tank tops, sweat shirts, polo shirts, rain ponchos, and infantwear in Class 025</p> <p>For: Basketballs, basketball backboards, golf club bags, golf club head covers, and baby toys, namely stuffed toy animals in Class 028</p>

App.62

<p>1,885,99 2</p>	<p><i>Ucla</i></p>	<p>For: Posters, pencils, pens, note pad holders, stickers and bumper stickers for Class 016</p> <p>For: All purpose athletic bags, and umbrellas in Class 018</p> <p>For: Seat cushions, mirrors, non-metal key chains in Class 020</p> <p>For: Cork screws, snack bowls, beverage glassware and mugs in Class 021</p> <p>For: Towels in Class 024</p> <p>For: Clothing, namely, socks, jackets, caps, scarves, and T-shirts in Class 025</p> <p>For: Basketballs, stuffed toy animals, playground balls made of foam rubber in Class 028</p>
<p>1,882,55 2</p>	<p>UCLA</p>	<p>For: Educational services, namely providing courses of instruction at the college and graduate levels, and entertainment services in the nature of live performances in dance, theater and music and baseball, basketball, crew, cross country, football, golf,</p>



App.63

		gymnastics, soccer, softball, swimming and diving, tennis, track and field, volleyball and water polo games and competitions in Class 041
1,890,999	UNIVERSITY OF CALIFORNIA LOS ANGELES	For: Rings being jewelry in Class 014 For: Bumper stickers and note pads in Class 016
		For: Cups, mugs, and water bottles sold empty in Class 021  For: Clothing; namely, sweatshirts, T-shirts and tank tops in Class 025  For: Educational services, namely providing courses of instruction at the college and graduate levels, and entertainment services in the nature of live performances in dance, theater and music and baseball, basketball, crew, cross country, football, golf, gymnastic, soccer, softball, swimming and diving, tennis, track and field, volleyball and water polo games and competitions in Class 041

App.64

<p>2,323,32 1</p>	<p>UCLA</p>	<p>For: Retail store services, namely, clothing, shoes, groceries, sundries, computers, stationary, art supplies and books; [ mail order catalog and computerized online ordering services featuring ] clothing, shoes, groceries, computers, stationary, art supplies, jewelry, umbrellas, chairs, towels, pillows, banners, license plate frames, picture frames, drinking glasses, paper weights, letter openers, pencils, notebooks, folders, office supplies, calculators, golf bags, golf club covers, magazines, newspapers, computer software, soft drinks, water, over-the-counter medicines and [ film;] forecasting business trends services; and art gallery services in Class 035</p> <p>For: Hospital, medical clinic, medical laboratory, blood bank, medical counseling, [ cryogenic preservation ], emergency medical assistance, medical research, medical testing, and nursing care services; providing health care information, providing medical information; pharmaceutical</p>
-----------------------	-------------	---

App.65

		services; counseling in the field of substance abuse and addiction; rehabilitation of alcohol and drug addicted patients; nutritional and diet counseling; physical rehabilitation, fitness consultations, physical therapy services; ophthalmological, optical laboratory and optometry services; medical record retention services; cosmetic and plastic surgery services; speech and hearing therapy services; obstetrics, gynecological, reproductive services; psychiatric and psychological services;
--	--	---

App.66

		<p>dental services; research, laboratory, consultation and testing services in the field of medical, dental, optical, and engineering; consultation and research in the fields of aerospace, engineering, geology, chemistry, and archeology; catering and restaurant services; career counseling services; feasibility studies services in Class 042</p>
<p>4,628,818</p>	<p>UCLA</p>	<p>For: Backpacks, book bags, sports bags, bum bags, handbags, carry-all bags, traveling bags; wallets; parasols; pet clothing; leashes for animals, collars for animals in Class 018</p> <p>For: Curtains; table linens, household linens; wall hangings of textile; duvets; cloth flags; pillow covers; shower curtains</p> <p>For: Clothing, namely, blouses, sweaters, jeans, vests, skirts, dresses, bathrobes; footwear; headwear; gloves; muffs; belts; infantwear; underclothes; sleepwear; swimwear in Class 025</p>

Accordingly, IT IS FURTHER ORDERED that:

1. Defaulting 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 permanently enjoined and restrained from:

a. using Plaintiffs' 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 Plaintiffs' genuine product or not authorized by Plaintiffs to be sold in connection with Plaintiffs' Trademarks;

b. passing off, inducing, or enabling others to sell or pass off any product as Plaintiffs' genuine product or any other product produced by Plaintiffs, that is not Plaintiffs' or not produced under the authorization, control or supervision of Plaintiffs and approved by Plaintiffs for sale under Plaintiffs' Trademarks;

c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiffs, or are sponsored by, approved by, or otherwise connected with Plaintiffs;

d. further infringing Plaintiffs' Trademarks and damaging Plaintiffs' 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 Plaintiffs, nor authorized by Plaintiffs to be sold or offered for sale, and which bear any of Plaintiffs' trademarks, including the Plaintiffs' 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., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within ten (10) business days of receipt of this Order, shall, at Plaintiffs' choosing:

a. transfer the Domain Names to Plaintiffs' control, including unlocking and changing the registrar of record for the Domain Names to a registrar of Plaintiffs' selection; or

b. disable the Domain Names and make them inactive and untransferable.

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 ten (10) business days of receipt of this Order, shall take any steps necessary to transfer the Domain Names to a registrar account of Plaintiffs' selection.

4. Upon Plaintiffs' request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting

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"), and Dhgate, (collectively, the "Third Party Providers") shall, within ten (10) business days of receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Plaintiffs' Trademarks.

5. Under 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit Plaintiffs' Trademarks on products sold through at least the Seller Aliases. The one hundred thousand dollar (\$100,000) award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

6. Plaintiffs may serve this Order on Third Party Providers, including PayPal, Inc. ("PayPal"), Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Wish.com, and Amazon Pay, by e-mail delivery to the e-mail addresses Plaintiffs used to serve the Temporary Restraining Order on the Third Party Providers.

7. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within ten (10) business days of receipt of this Order, permanently restrain and enjoin any financial

accounts connected to Defaulting Defendants' Seller Aliases, Online Marketplaces and Domain Names from transferring or disposing of any funds, up to the above identified statutory damages award, or other of Defaulting Defendants' assets.

8. All monies, up to the above identified statutory damages award, in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are hereby released to Plaintiffs as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, are ordered to release to Plaintiffs the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.

9. Until Plaintiffs have recovered full payment of monies owed to them by any Defaulting Defendant, Plaintiffs shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within ten (10) business days:

a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases, Online Marketplaces, and Domain Names, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibits 1 and 2 to the Declaration of Lindsay Conn, and any e-mail



addresses provided for Defaulting Defendants by third parties;

b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and

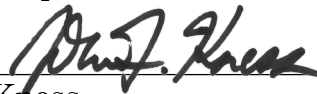
c. release all monies, up to the above identified statutory damages award, restrained in Defaulting Defendants' financial accounts to Plaintiffs as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

10. If Plaintiffs identify any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiffs may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibits 1 and 2 to the Declaration of Lindsay Conn and any e-mail addresses provided for Defaulting Defendants by third parties.

11. The ten thousand dollar (\$10,000) cash bond posted by Plaintiffs, including any interest minus the registry fee, is hereby released to Plaintiffs or their counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the cash bond previously deposited with the Clerk of the Court to Plaintiffs or their counsel by check made out to the Greer Burns & Crain IOLTA account.

This is a Final Judgment in No 20-cv-07543.

DATED: September 20, 2021



---

John F. Kness  
United States District Judge

**NBA Properties, Inc., et al. v. 17nfljersey.top, et  
al. - Case No. 20 - cv - 7543**

**Schedule A**

No.	Seller Aliases
1	17nfljersey.top
3	49ersglintshop.com
5	aheadlo.co
7	apriljerseys.com
9	aquaristik-blog.com
11	aroundu.fun
13	athleticsgearfanshop.com
15	atlantafalconsjersey.us
17	avail.buzz
19	bakery-pansy.com
21	baterry.store
23	bengalsfansgear.com
25	bestatoz.com
27	beyondbarband.com
29	bimmishop.com
31	bluejacketsteamstore.com
33	bradyjersey.com
35	brownsfansapparel.com
37	busymompartyplanner.com
39	cardinalsglintshop.com
41	championrings.us

App.73

No.	Seller Aliases
2	21nflstore.vip
4	aasportshop.top
6	altamayozys.com
8	apriljerseysstore.com
10	arizonacardinalsjersey.us
12	athleticsedgestore.com
14	atlantabravesfanstore.com
16	authenticjerseyonline.com
18	awaylakersjersey.com
20	bamafootballapparels.com
22	bearsteamstoreonline.com
24	bengalsglintshop.com
26	bestjerseys-outlet.com
28	billsglintshop.com
30	bleucorail.com
32	boomjersey.com
34	broncosglintshop.com

App.74

43	cheapjersey.xyz	36	buccaneersglintshop.com
45	cheapjerseys.sale	38	buyjerseyus.com
47	cheapnfljerseyschina.us.org	40	carolinapanthersfansclub.com
49	cheapnfljerseyswholesale.us.org	42	chargerssportingapparel.com
51	cheapsportsjerseysfromchina.us	44	cheapjerseyfromchina.org
53	china-cheapjerseys.com	46	cheapjerseyswholesalefreeshipping.us
55	chiosroomstorent.com	48	cheapnfljerseysfromchina.us.org
57	classicjerseynba.com	50	cheapnfljerseyswholesalefromchina.us.com
59	collegeteamfanatics.com	52	chicagobearsfansclub.com
61	coolfanstar.com	54	chinanfls.com
63	customchampionshipsprings.net	56	chipmunkstore.online
65	daltonlearningcenter.net	58	colleggame.store
		60	coltsglintshop.com
		62	ctsalnes.com
		64	dallascowboysjersey.us
		66	denverbroncosjerseys.us

App.75

No.	Seller Aliases
67	depintxosytapas.com
69	discountshopjersey.top
71	dnoorse.com
73	eaglesglintshop.com
75	eliteusajerseys.com
77	euromelee.com
79	fabriquersonsavon.com
81	fansjerseys.buzz
83	fitnessbychelsea.com
85	foxfans.store
87	gardencentersnearme.com
89	giantsedgestore.com
91	glogigoit.com
93	gownmine.com
95	greenbaypackersfansclub.com
97	hajersey.shop
99	hbsports.club
101	hojerseys.club
103	hotjerseys.club
105	hotsalejerseys.us.com
107	iftmm.com
109	isportssite.cc
111	jersey4sales.com
113	jersey-mart.com
115	jerseyshope.com
117	jerseyslovery.com
119	jerseyswholesale.shop
121	jerseyswholesalestore.us.com
123	jerseyvipshop.com

App.76

125	jetsglintshop.com
127	kayalshop.com
129	kicksjames23.com
131	kimchony.com
133	koonocafe.com
135	linajerseysshop.net
137	lovesportjerseys.com
139	masonandcraft.com
141	mividasegunyo.net
143	mlbjerseys.co.uk
145	mlbonline.store

App.77

No.	Seller Aliases
68	detroitlionsjerseys.us
70	diy-jerseys.com
72	dolphinshintshop.com
74	ebayjerseysshop.net
76	entropyjewelry.com
78	flrstsports.com
80	falconshintshop.com
82	feknba.top
84	footballsoldes.com
86	gabyravaphotography.com
88	gearfond.com
90	giantsshintshop.com
92	good1688shop.com
94	greatjerseyswholesales.com
96	green-screen-people.com
98	hazellever.com
100	hcbraime.com
102	homelebronjersey.com
104	hotjerseysale.net
106	houstontexansfanclub.com
108	indianapoliscoltxfanclub.com
110	jaguarsshintshop.com
112	jerseybarn.com
114	jerseyscheapwholesaler.us.com
116	jerseys-kingdom.com
118	jerseyofficialmart.com
120	jerseyswholesalefromchina.net
122	jerseyvip.org
124	DISMISSED
126	kansascitychiefsfanclub.com

App.78

128	kbjersey.com
130	kicksibebron23.com
132	kiroutoya.com
134	latvoti.com
136	lionsglintshop.com
138	maillotdehockeystore.com
140	mitaxibarcelona.com
142	DISMISSED
144	mlbjerseyshop.pro
146	mlbshops.us.com



App.79

No.	Seller Aliases
147	mydossard51.com
149	nbafv.com
151	nbaonlinejerseys.biz
153	nbgaa.com
155	newdaystock.com
157	neweracapsaustralla.com
159	newjersey nfl.com
161	nflfanjersey.com
163	nflfootballjerseys.us.com
165	nflfootballjerseyscheap.us.com
167	nfljerseysbar.com
169	nflstore.us.org
171	nhlfans.net
173	nhlhockeyjerseyscheap.us.com
175	DISMISSED
177	nyyankeesedge.com
179	officialnfljerseys.us.org
181	officialvipjerseys.com
183	panthersglintshop.com
185	patriotsuniformsstore.com
187	raidersglintshop.com
189	ravensedgeonline.com
191	redskinsglintshop.com
193	ringfanatics.store
195	ringsofchamps.com
197	savedunelmhouse.com
199	shirtsblack.com
201	shortsmens.com
203	sportfanatics.club

App.80

205	sportsjersey.store
207	steelersglintshop.com
209	t2hgood.com
211	tennesseecustomshop.com
213	texansjerseys.us
215	DISMISSED
217	titansteamfanshop.com
219	tpix.co.uk
221	urbansportsculture.com
223	vikingsglintshop.com
225	washingtonredskinsfansgear.com

App.81

No.	Seller Aliases
148	nbaenva.com
150	nbajersey.top
152	nbavips.top
154	ncaapro.store
156	newenglandpatriots-jerseys.us
158	neweracapstore.com
160	newnfljerseys.us.com
162	nflfanshop.us.org
164	nflfootballjerseys.us.org
166	nfl-jerseys.us.org
168	nflshop-cn.top
170	nhlfanjerseys.store
172	nhlfans.store
174	nhlhockeyjerseyscheap.us.org
176	nyjetsgoods.com
178	officialfanaticjersey.com
180	officialnflteamjerseys.ren
182	packersglintshop.com
184	patriotsglintshop.com
186	piamino.store
188	ramsglintshop.com
190	ravensglintshop.com
192	redskinsteamgearstore.com
194	ringofchamps.com
196	saintsglintshop.com
198	seahawksglintshop.com
200	shoptheflyers.com
202	sporterlocker.com
204	sportfanswear.com

App.82

206	sportswearsale.top
208	steelersteamgoods.com
210	tbbjerseysale.club
212	texansglintshop.com
214	thegiftforfans.com
216	titansglintshop.com
218	tomswears.com
220	triumphdepot.com
222	uzakishop.com
224	votealisa.com
226	wholesalecheapjerseysfromchina.us.org

App.83

No.	Seller Aliases
227	wholesalejerseysonline.co
229	wholesalesjerseysespns.com
231	yankeesteamgoods.com
233	ymhnba.best
235	GoodValueForMoney Store
237	JingShuo- Store
239	MyST Store
241	Shop5831054 Store
243	Shop910337063 Store
245	475009
247	AUSJX
249	Bonnie J Rivas
251	CHAROG
253	Colorful Sunlight
255	Dolly YuJu
257	dzthurytsu
259	Fanjewelry
261	GZUS
263	HANWJH
265	Jesus M Million
267	LCP M store
269	Lisa Elizabeth J
271	live home fufu
273	luo zhiqiang
275	Omega Technology
277	qianyicaifushizxdcfc
279	RSMYD

App.84

281	ShenYangShiShenBeiXinQuXinMengXie MaoDian
283	THY-MF
285	Tina McConnell
287	USCXS
289	XCX
291	XJLDPP
293	YYMM store
295	NationalMovement
297	g_jsong
299	AKSHAYIDESAI

## App.85

No.	Seller Aliases
228	wholesalenflfootballjerseyscheap.us
230	xoutstore.com
232	yankeesteamstoreonline.com
234	ELU Store
236	-JingShuo- Clothes Store
238	KIDOL Store
240	Sexy and innocent Store
242	Shop5869590 Store
244	yongding Store
246	Aboveo
248	bjwks
250	Cai YunLian
252	CLZUS
254	DINGYUE-GUOJI
256	DuanZhouQuSanZhuShouJiPeiJianXiao ShouB
258	EL KQ OM
260	GWE D store
262	HaiDongShiPingAnQuWanLiTongXun Dian
264	Hermosa Philemon
266	Karen Frisell
268	LHXDUS
270	LIUWW
272	Luck-YEE
274	NC2RG3CCD3
276	PANMEIYING
278	QYCTZL
280	ShenFei

App.86

282	There are orders every day
284	Tianjinhongqiaoqulongshengfuzhuangdi an
286	TRUTHFUL-ME
288	wanglijunsadzz
290	XinHengXing
292	Young Promising
294	ZGKQD
296	a.bc.fashionelement
298	Adriana TrevinoO
300	Altamurag



App.87

No.	Seller Aliases
301	Amanda Kane
303	ana.foos
305	annjones947
307	Arturo Garcia
309	asdordonn456
311	beauty-yes
313	billwheeler
315	Brandon VonDell
317	chellemich
319	Christopher Eischen
321	cufh9965
323	dongdong1223
325	duwenhuA668
327	Earline
329	Eileen Fitzgerald
331	Ellen Stafford
333	erik lacyy
335	FHayii
337	GALLAGHER KATHERINE MARIE
339	goubulibaozi
341	gxyffv665
343	hdanie322
345	DISMISSED
347	JASON ROBERT HARTING
349	Joseph Golem
351	Kari Kunathh
353	Kenna Smoakk
355	Kevin Armstrong
357	Kimberly Newman
359	Kristi H

App.88

361	laoeyyshb0
363	Larrysfe
365	liushm323
367	ltond4321
369	Margret0899
371	MARYsss
373	Meyapehhs5
375	mison9292
377	naitchefganowar
379	negbqinxhui

App.89

No.	Seller Aliases
302	An an trade
304	ANDYLESS
306	Anthongarlata
308	asdassd999
310	bakerbr889
312	Becky Morin
314	BocheScott
316	CarlaJacksonn
318	Christina Obergg
320	Cindy Plumm
322	cutie goods
324	DoriRoyer
326	dwayn5465
328	ehowellcla488
330	Elizabeth Nicholsondameron
332	Ellen Stafforddd
334	fanzone
336	Gabriel Lindemeyer
338	george.tex
340	grgtrgtr
342	GZ2000
344	hnlkk554
346	Janice Millss
348	JHohn Tanner
350	jw.mpwpdpwgdgwmg
352	Kelly Smisth
354	kerrkatie
356	kevinDye
358	kjCox

App.90

360	Kylamersley
362	Larry Wong
364	Lisa Jackson
366	lonzo888
368	Margareolligan
370	MARR JAMESANDREW
372	McAuleySSE6
374	MICHAELGERALDMCCABE
376	MJWester
378	Nancy Schlosser
380	neryl444

App.91

No.	Seller Aliases
381	Nicklaus9JOE
383	Pamela Morrison
385	Portiadgfcv
387	ramirez897
389	rightbe852
391	RobertTroy
393	sadaszcz211
395	sdghyu366
397	shawan458
399	DISMISSED
401	songyuexiao123
403	stevenruno
405	Stracke6699
407	talbarb
409	thorn33
411	vald532
413	vbisho46
415	Wad3smit
417	Where Findgifts
419	yuJIEJIESHUNHUA

App.92

No.	Seller Aliases
382	NORMAN OLES
384	Petnemv3
386	qiqi.creola
388	rganed322
390	Robert Hensley
392	rterye411
394	sangmoon leee
396	Seth Clark
398	Shirt4U
400	solgr3432
402	spark.ble
404	stew442
406	sugalex
408	Thomaeland
410	Tonia M Bushnell
412	vandervort
414	Violet Nerr
416	Wayne Mccoy
418	Xena007

App.93

No.	Online Marketplaces
1	<a href="https://www.aliexpress.com/store/5666026">aliexpress.com/store/5666026</a>
3	<a href="https://www.aliexpress.com/store/5375053">aliexpress.com/store/5375053</a>
5	<a href="https://www.aliexpress.com/store/5557042">aliexpress.com/store/5557042</a>
7	<a href="https://www.aliexpress.com/store/900249102">aliexpress.com/store/900249102</a>
9	<a href="https://www.aliexpress.com/store/5869590">aliexpress.com/store/5869590</a>
11	<a href="https://www.aliexpress.com/store/5892240">aliexpress.com/store/5892240</a>
13	<a href="https://www.amazon.com/sp?seller=A2MOERK62X48">amazon.com/sp?seller=A2MOERK62X48</a> VY
15	<a href="https://www.amazon.com/sp?seller=A3NDV3D7X40">amazon.com/sp?seller=A3NDV3D7X40</a> WC
17	<a href="https://www.amazon.com/sp?seller=APO2JQ6WXZH">amazon.com/sp?seller=APO2JQ6WXZH</a> 2Q
19	<a href="https://www.amazon.com/sp?seller=A28VDRW0BF49">amazon.com/sp?seller=A28VDRW0BF49</a> IY
21	<a href="https://www.amazon.com/sp?seller=A33HUTZSWS14">amazon.com/sp?seller=A33HUTZSWS14</a> ZG
23	<a href="https://www.amazon.com/sp?seller=A1KRDOJFWQR">amazon.com/sp?seller=A1KRDOJFWQR</a> 80S

App.94

No.	Online Marketplaces
2	<a href="https://www.aliexpress.com/store/5325012">aliexpress.com/store/5325012</a>
4	<a href="https://www.aliexpress.com/store/5581196">aliexpress.com/store/5581196</a>
6	<a href="https://www.aliexpress.com/store/5874581">aliexpress.com/store/5874581</a>
8	<a href="https://www.aliexpress.com/store/5831054">aliexpress.com/store/5831054</a>
10	<a href="https://www.aliexpress.com/store/910337063">aliexpress.com/store/910337063</a>
12	<a href="https://www.amazon.com/sp?seller=A3EB95VFW_HC2NT">amazon.com/sp?seller=A3EB95VFW HC2NT</a>
14	<a href="https://www.amazon.com/sp?seller=APYHRQK01_MEM8">amazon.com/sp?seller=APYHRQK01 MEM8</a>
16	<a href="https://www.amazon.com/sp?seller=A1O239THPU_KQZ9">amazon.com/sp?seller=A1O239THPU KQZ9</a>
18	<a href="https://www.amazon.com/sp?seller=AHEV3MUK_VR0KE">amazon.com/sp?seller=AHEV3MUK VR0KE</a>
20	<a href="https://www.amazon.com/sp?seller=A23S2ZA8QO_DO9B">amazon.com/sp?seller=A23S2ZA8QO DO9B</a>
22	<a href="https://www.amazon.com/sp?seller=A2D35781VD_207U">amazon.com/sp?seller=A2D35781VD 207U</a>
24	<a href="https://www.amazon.com/sp?seller=A00WV971SI_OOS">amazon.com/sp?seller=A00WV971SI OOS</a>



App.95

No.	Online Marketplaces
25	amazon.com/sp?seller=A1P3AULGG02E 85
27	amazon.com/sp?seller=A3JZFVOVXRZO 1B
29	amazon.com/sp?seller=AE0TB98XTW32 D
31	amazon.com/sp?seller=A271X3EZJQFV SU
33	amazon.com/sp?seller=A1NX7QA9IHRB RS
35	amazon.com/sp?seller=A1T85447EB56P N
37	amazon.com/sp?seller=A1Z38ZE5DJD98 Y
39	amazon.com/sp?seller=ABN4BMYLKO GST
41	amazon.com/sp?seller=A1SMPUYPRFG HC1
43	amazon.com/sp?seller=A2RGOSR03N7F C5
45	amazon.com/sp?seller=A384KQIC433XS F
47	amazon.com/sp?seller=AI6B3BN2L977T
49	amazon.com/sp?seller=ARMZ7HC1P1S2 L
51	amazon.com/sp?seller=A1MW9IXUHRA N6H
53	amazon.com/sp?seller=A1UI0AHM9CV R20
55	amazon.com/sp?seller=AM6RL4SD7P87 7

App.96

57	amazon.com/sp?seller=A2U4XA80LONX70
59	amazon.com/sp?seller=A12LO0QYF1113 1
61	amazon.com/sp?seller=A3D488WE7DPE JO
63	ebay.com/usr/a.bc.fashionelement
65	wish.com/merchant/5f50f627507cb96ded d362da
67	wish.com/merchant/5f535f6e5a02cef0e0a 53f19
69	wish.com/merchant/5e9d3875416521614 a1a4c98

App.97

No.	Online Marketplaces
26	amazon.com/sp?seller=AEUJIMXA7F I3S
28	amazon.com/sp?seller=ATU93H5GR C97
30	amazon.com/sp?seller=A1G5HOA67 H9ZKE
32	amazon.com/sp?seller=AT61HPOKW HWH4
34	amazon.com/sp?seller=AHZB7YRSH HD2O
36	amazon.com/sp?seller=A3E8L4Q2K5 X3M3
38	amazon.com/sp?seller=A1FMS154R7 5WGN
40	amazon.com/sp?seller=A1WFAJLJ5R EIIV
42	amazon.com/sp?seller=A26EZY5QW SI9AX
44	amazon.com/sp?seller=A2BEH42752 QN0I
46	amazon.com/sp?seller=ACTP02D3Q WK3Y
48	amazon.com/sp?seller=AA69RFHSJF HII
50	amazon.com/sp?seller=A6INJE6JL03 O1
52	amazon.com/sp?seller=A2XNNP6WY CFOXJ
54	amazon.com/sp?seller=A3AMVQW9 VBVBXS
56	amazon.com/sp?seller=A31N6A3340 X7H6
58	amazon.com/sp?seller=A27Y4CEG1T TL9Z

App.98

60	<a href="https://amazon.com/sp?seller=A26EQQ0066">amazon.com/sp?seller=A26EQQ0066</a> EK17
62	<a href="https://artfire.com/ext/shop/home/NationalMovement">artfire.com/ext/shop/home/NationalMovement</a>
64	<a href="https://ebay.com/usr/g_jsong">ebay.com/usr/g_jsong</a>
66	<a href="https://wish.com/merchant/5f543f96de2080860795d843">wish.com/merchant/5f543f96de2080860795d843</a>
68	<a href="https://wish.com/merchant/5f58c9bbb68efb4b9351d9b1">wish.com/merchant/5f58c9bbb68efb4b9351d9b1</a>
70	<a href="https://wish.com/merchant/5f297e17eff07f744c5645c2">wish.com/merchant/5f297e17eff07f744c5645c2</a>

App.99

No.	Online Marketplaces
71	wish.com/merchant/5ef3b1baa25e69b10213d032
73	wish.com/merchant/5e982132654fc17833e4764a
75	wish.com/merchant/5f4fee46bf3ee3798e86946c
77	wish.com/merchant/5e646625b24fc90d0f6c1e56
79	wish.com/merchant/5f58cfd2cf35479831145fb2
81	wish.com/merchant/5e801ad0dcc8612c80bcb343
83	wish.com/merchant/5f4f4024400f0e40027fe647
85	wish.com/merchant/5f506c024bf3c2b2a1e22d3f
87	wish.com/merchant/5f4f823356b34bbb217a990d
89	wish.com/merchant/5df0eef0df940f10a93581fa
91	wish.com/merchant/5f548f81c7fb04003f0b5a6f
93	wish.com/merchant/5e647383b24fc915aa6c1e73
95	wish.com/merchant/5e997f78e24a071142dadedd
97	wish.com/merchant/5eb018f48108dfbd542a5d37
99	wish.com/merchant/5f506f9fd7e8d5fe8b75c3a6

App.100

101	wish.com/merchant/5f433672cbb8e6f411f30434
103	wish.com/merchant/5f589a74a00e51b49de95d21
105	wish.com/merchant/5f288409a812e0bb2c9b2758
107	wish.com/merchant/5e634160ad6a883f9a648b12
109	wish.com/merchant/56f8fdcc3a698c5662572d24

App.101

No.	Online Marketplaces
72	wish.com/merchant/5e699f03cfd5342b8b4fa97c
74	wish.com/merchant/5f58c71b5e38a4281e52a19d
76	wish.com/merchant/5e68be0accb37419ffcea0b6
78	wish.com/merchant/5dac8f858f3ae512c0518289
80	wish.com/merchant/5f54dd18b980b2c064088740
82	wish.com/merchant/5f532b107e6d44999411c52b
84	wish.com/merchant/5edfb13129e7867ec00b4afd
86	wish.com/merchant/5f59af1ff2f495e38bbfd58
88	wish.com/merchant/5e9a383b2405fbb8d3c4a47b
90	wish.com/merchant/57863000fe80a4032eee5ac6
92	wish.com/merchant/5d58035933f0b461aabe9470
94	wish.com/merchant/5f16c7aee0f62ec040b4c4e1
96	wish.com/merchant/5f4f4ba31866cb2cc5b8a90a
98	wish.com/merchant/5f4f5a84fd2dad7a240c326d
100	wish.com/merchant/5f4f6cec8f83985cd277126b

App.102

102	wish.com/merchant/5f4fc9ebbf92c79e40e7931
104	wish.com/merchant/5f511568d7e8d5764275bfe1
106	wish.com/merchant/5d61088133f0b42235656d2c
108	wish.com/merchant/5e9a3a2eda2ff2493742c085
110	wish.com/merchant/5e6827fb2fb13f12f60a9366



## App.103

No.	Online Marketplaces
111	wish.com/merchant/5e68910f29e78641074523e3
113	wish.com/merchant/5f4f6f89720e77f131567df0
115	wish.com/merchant/5e971360bc176e12018cd6f8
117	wish.com/merchant/5d4a8eb872b0c92623e7a99e
119	wish.com/merchant/5f533042a7212882b9dc3e84
121	wish.com/merchant/5e7f73c993fb00cff8ca7a45
123	wish.com/merchant/5f5339fa58c96ec5cdc21faa
125	wish.com/merchant/5e94aa6f2522bcc0c7681c
127	wish.com/merchant/5e9812c058532f164d9cdc18
129	wish.com/merchant/5f54e8f3de20808add95d5fd
131	wish.com/merchant/5e9481dabdebf4a33e041ef5
133	wish.com/merchant/5e6465edb24fc90cc56c1ea7
135	wish.com/merchant/5ea151e02a4ed46a96e9798b
137	wish.com/merchant/5f50dfcc32a9f04d40767779

App.104

139	wish.com/merchant/5f533674b980b203b6088693
141	wish.com/merchant/5f532f1d00499c3566e84385
143	wish.com/merchant/5f3ce7fec7f4ab28abd1d8d3
145	wish.com/merchant/5f54ec545118edee2260acf0
147	wish.com/merchant/5e64fcb010b8356f14c597cb
149	wish.com/merchant/5f24deb95f7d700a9680f63b

## App.105

No.	Online Marketplaces
112	DISMISSED
114	wish.com/merchant/5f5104f4c7869ead3ad957be
116	wish.com/merchant/5f59ca9c6805e3cb0ee39aea
118	wish.com/merchant/5f50bbbbfd7a3386b0f8936d
120	wish.com/merchant/5f50b9acc379b15e56f7ac47
122	wish.com/merchant/5e94ff69db71da0bdbace122
124	wish.com/merchant/5e94905ea93effbcb47900b
126	wish.com/merchant/5f53697658c96e7186c2204f
128	wish.com/merchant/5f507edc4198000043e9781d
130	wish.com/merchant/5f5356d17e6d44eeac11c2ec
132	wish.com/merchant/5e646d602fdc771256e15c4f
134	wish.com/merchant/5e64626129e78615c205c8e9
136	wish.com/merchant/5f505fbb4c9253d2cef233d4
138	wish.com/merchant/5f3cf6378ddf08ff417c4119
140	wish.com/merchant/5f507c02507cb9e657d3603f

App.106

142	wish.com/merchant/5e99a700ec9621a2f2ecb0a5
144	wish.com/merchant/5ea3efa9cba2648538b00804
146	wish.com/merchant/5de76e7f5d35f91728bd9eb1
148	wish.com/merchant/5f2c25519a5d00ea66cf864d
150	wish.com/merchant/5e949eb746be6ac8e1df1e20

## App.107

No.	Online Marketplaces
151	wish.com/merchant/5f529c5c7b4e2509f8f57080
153	wish.com/merchant/5f298021f0a7fd2ab4c08fb0
155	wish.com/merchant/5e64694f2724a80b21dc499b
157	wish.com/merchant/5e94ce44646cd4d7ef988b2c
159	wish.com/merchant/5e6478782fdc773680e2e300
161	wish.com/merchant/5f507ab038a88ea6b264469b
163	wish.com/merchant/5e9495311a25abbd7fb767fc
165	wish.com/merchant/5ebe7c8429e7862d4c492494
167	wish.com/merchant/5e6474ba10b835a1c0c602b2
169	wish.com/merchant/5f3182e07aaec0f70bb8f7f6
171	wish.com/merchant/5e6469b72724a88c40dcd364
173	wish.com/merchant/5ef365b418283d1ade58b0
175	wish.com/merchant/5e9818dfe1a33324ae20e3b4
177	wish.com/merchant/5f535e9558c96eee1ec22072

App.108

179	wish.com/merchant/5ea7c4be03b88602d0ff38a
181	wish.com/merchant/5f50b49b4bf3c2104ce2231a
183	wish.com/merchant/5e972d6c8ebdfc378badb63e
185	wish.com/merchant/5f4f72da9385d3da3750c931

App.109

No.	Online Marketplaces
152	wish.com/merchant/5f59b460f2f495cb9fbfcc07
154	wish.com/merchant/5e69990a1a312a0445ecc88b
156	wish.com/merchant/5e645e6910b8350520c597e2
158	wish.com/merchant/5f54e75d3570935b4442ba25
160	wish.com/merchant/5f4fa48156b34b87fa7a9959
162	wish.com/merchant/5e64778aad6a88154a648b19
164	wish.com/merchant/5e9986a6694c71344046a394
166	DISMISSED
168	wish.com/merchant/5d4e1e8c1527543042ad5073
170	wish.com/merchant/5ea7304a084bd0ee56c3f3c9
172	wish.com/merchant/5f2c268ac162bc65dae4713b
174	wish.com/merchant/5ef36289a25e69b10213935a
176	wish.com/merchant/5e645af82fdc7706b1e15b63
178	wish.com/merchant/5e646dba00ff3711c68f3c01

App.110

180	wish.com/merchant/5e6470e52fdc771 50de15b64
182	wish.com/merchant/5f527ca7df4376e9 db3b3e26
184	wish.com/merchant/5ddd0f23e4ce232 841793ec5
186	wish.com/merchant/5ed78da4583b817 11a70079d



## App.111

No.	Domain Names
1	17nfljersey.top
3	49ersglintshop.com
5	aheadlo.co
7	apriljerseys.com
9	aquaristik-blog.com
11	aroundu.fun
13	athleticsgearfanshop.com
15	atlantafalconsjersey.us
17	avail.buzz
19	bakery-pansy.com
21	baterry.store
23	bengalsfansgear.com
25	bestatoz.com
27	beyondbarband.com
29	bimmishop.com
31	bluejacketsteamstore.com
33	bradyjersey.com
35	brownsfansapparel.com
37	busymompartyplanner.com
39	cardinalsglintshop.com
41	championrings.us
43	cheapjersey.xyz
45	cheapjerseys.sale
47	cheapnfljerseyschina.us.org
49	cheapnfljerseyswholesale.us.org
51	cheapsportsjerseysfromchina.us
53	china-cheapjerseys.com
55	chiosroomstorent.com
57	classicjerseynba.com

App.112

59	collegeteamfanatics.com
61	coolfanstar.com
63	customchampionshiprings.net
65	daltonlearningcenter.net
67	depintxosytapas.com
69	discountshopjersey.top
71	dnoorse.com
73	eaglesglintshop.com
75	eliteusajerseys.com
77	euromelee.com
79	fabriquersonsavon.com
81	fansjerseys.buzz

## App.113

No.	Domain Names
2	21nflstore.vip
4	aasportshop.top
6	altamayozys.com
8	apriljerseysstore.com
10	arizonacardinalsjersey.us
12	athleticsedgestore.com
14	atlantabravesfanstore.com
16	authenticjerseyonline.com
18	awaylakersjersey.com
20	bamafootballapparels.com
22	bearsteamstoreonline.com
24	bengalsglintshop.com
26	bestjerseys-outlet.com
28	billsglintshop.com
30	bleucorail.com
32	boomjersey.com
34	broncosglintshop.com
36	buccaneersglintshop.com
38	buyjerseyus.com
40	carolinapanthersfansclub.com
42	chargerssportingapparel.com
44	cheapjerseyfromchina.org
46	cheapjerseyswholesalefreeshipping.us
48	cheapnfljerseysfromchina.us.org
50	cheapnfljerseyswholesalefromchina.us.com
52	chicagobearsfansclub.com
54	chinanfls.com
56	chipmunkstore.online
58	collegegame.store
60	coltsglintshop.com

App.114

62	ctsalnes.com
64	dallascowboysjersey.us
66	denverbroncosjerseys.us
68	detroitlionsjerseys.us
70	diy-jerseys.com
72	dolphinshintshop.com
74	ebayjerseysshop.net
76	entropyjewelry.com
78	flrstsports.com
80	falconshintshop.com
82	feknba.top

App.115

No.	Domain Names
83	fitnessbychelsea.com
85	foxfans.store
87	gardencentersnearme.com
89	giantsedgestore.com
91	glogigoit.com
93	gownmine.com
95	greenbaypackersfansclub.com
97	hajersey.shop
99	hbsports.club
101	hojerseys.club
103	hotjerseys.club
105	hotsalejerseys.us.com
107	iftmm.com
109	isportssite.cc
111	jersey4sales.com
113	jersey-mart.com
115	jerseyshope.com
117	jerseyslovery.com
119	jerseyswholesale.shop
121	jerseyswholesalestore.us.com
123	jerseyvipshop.com
125	jetsglintshop.com
127	kayalshop.com
129	kicksjames23.com
131	kimchony.com
133	koonocafe.com
135	linajerseysshop.net
137	lovesportjerseys.com
139	masonandcraft.com

App.116

141	mividasegunyo.net
143	mlbjerseys.co.uk
145	mlbonline.store
147	mydossard51.com
149	nbafv.com
151	nbaonlinejerseys.biz
153	nbgaa.com
155	newdaystock.com
157	neweracapsaustralla.com
159	newjersey nfl.com
161	nflfanjersey.com

## App.117

No.	Domain Names
84	footballsoldes.com
86	gabyravaphotography.com
88	gearfond.com
90	giantsglintshop.com
92	good1688shop.com
94	greatjerseyswholesales.com
96	green-screen-people.com
98	hazellever.com
100	hcbraime.com
102	homelebronjersey.com
104	hotjerseysale.net
106	houstontexansfanclub.com
108	indianapoliscoltxfanclub.com
110	jaguarsglintshop.com
112	jerseybarn.com
114	jerseyscheapwholesaler.us.com
116	jerseys-kingdom.com
118	jerseyofficialmart.com
120	jerseyswholesalefromchina.net
122	jerseyvip.org
124	DISMISSED
126	kansascitychiefsfanclub.com
128	kbjersey.com
130	kickslbebron23.com
132	kiroutoya.com
134	latvoti.com
136	lionsglintshop.com
138	maillotdehockeystore.com

App.118

140	mitaxibarcelona.com
142	DISMISSED
144	mlbjerseyshop.pro
146	mlbshops.us.com
148	nbaenva.com
150	nbajersey.top
152	nbavips.top
154	ncaapro.store
156	newenglandpatriots-jerseys.us
158	neweracapstore.com
160	newnfljerseys.us.com
162	nflfanshop.us.org



## App.119

No.	Domain Names
163	nflfootballjerseys.us.com
165	nflfootballjerseyscheap.us.com
167	nfljerseysbar.com
169	nflstore.us.org
171	nhlfans.net
173	nhlhockeyjerseyscheap.us.com
175	DISMISSED
177	nyyankeesedge.com
179	officialnfljerseys.us.org
181	officialvipjerseys.com
183	panthersglintshop.com
185	patriotsuniformsstore.com
187	raidersglintshop.com
189	ravensedgeonline.com
191	redskinsglintshop.com
193	ringfanatics.store
195	ringsofchamps.com
197	savedunelmhouse.com
199	shirtsblack.com
201	shortsmens.com
203	sportfanatics.club
205	sportsjersey.store
207	steelersglintshop.com
209	t2hgood.com
211	tennesseecustomshop.com
213	texansjerseys.us
215	DISMISSED
217	titansteamfanshop.com
219	tpix.co.uk

App.120

221	urbansportsculture.com
223	vikingsglintshop.com
225	washingtonredskinsfansgear.com
227	wholesalejerseysonline.co
229	wholesalesjerseysespns.com
231	yankeesteamgoods.com
233	ymhnba.best

App.121

No.	Domain Names
164	nflfootballjerseys.us.org
166	nfl-jerseys.us.org
168	nflshop-cn.top
170	nhlfanjerseys.store
172	nhlfans.store
174	nhlhockeyjerseyscheap.us.org
176	nyjetsgoods.com
178	officialfanaticjersey.com
180	officialnflteamjerseys.ren
182	packersglintshop.com
184	patriotsglintshop.com
186	piamino.store
188	ramsglintshop.com
190	ravensglintshop.com
192	redskinsteamgearstore.com
194	ringofchamps.com
196	saintsglintshop.com
198	seahawksglintshop.com
200	shoptheflyers.com
202	sporterlocker.com
204	sportfanswear.com
206	sportswearsale.top
208	steelersteamgoods.com
210	tbbjerseysale.club
212	texansglintshop.com
214	thegiftforfans.com
216	titansglintshop.com
218	tomswears.com
220	triumphdepot.com

App.122

222	uzakishop.com
224	votealisa.com
226	wholesalecheapjerseysfromchina.us.org
228	wholesalenflfootballjerseyscheap.us
230	xoutstore.com
232	yankeesteamstoreonline.com

---

**APPENDIX C**

---

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

**[Filed September 20, 2021]**

NBA PROPERTIES, INC.,  
MLB ADVANCED MEDIA,  
L.P., MAJOR LEAGUE  
BASEBALL PROPERTIES,  
INC., NHL ENTERPRISES,  
L.P., NFL PROPERTIES LLC,  
COLLEGIATE LICENSING  
COMPANY, LLC, and THE  
REGENTS OF THE  
UNIVERSITY OF  
CALIFORNIA

Plaintiff,

v.

THE PARTNERSHIPS and  
UNINCORPORATED  
ASSOCIATIONS IDENTIFIED  
ON SCHEDULE "A,"

Defendants.

No. 20-cv-07543

Judge John F. Kness

**ORDER**

No remaining Defendant has responded to Plaintiffs' motion for entry of default judgment. Accordingly, the motion [52] is granted. Because Defendants directly target their business activities toward consumers in the United States, including Illinois, this Court has personal jurisdiction over the Defendants. *Am. Bridal & Prom Indus. Ass'n v. P'ships & Unincorporated Ass'ns Identified on Schedule A*, 192 F. Supp. 3d 924, 934 (N.D. Ill. 2016). Plaintiffs have presented screenshot evidence, as well as various declarations from witnesses, that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase infringing products. In addition, based on the evidence previously submitted by Plaintiffs and the admission of liability by virtue of the default, Plaintiffs have established that a permanent injunction and the transfer of domain names is warranted. The infringement of Plaintiffs' marks irreparably harms Plaintiffs and confuses the public.

Defendants' infringement was willful and statutory damages are thus awarded. After considering the nature of the products, the price point, the absence of any concrete evidence of lost profits or high-volume infringement by Defendants (Plaintiffs have not, as suggested in their earlier filings, sought an accounting of profits), the value of Plaintiffs' brands, and the need to deter infringement that is easily committed and difficult

to stop, the court finds that \$100,000 per distinct Defendant is an appropriate award of statutory damages under 15 U.S.C. § 1117(c)(2) for Defendants' willful use of counterfeit trademarks.

With respect to Defendant HANWJH (Defendant No. 263), it is true that this Defendant appeared and moved (unsuccessfully) to dismiss the complaint against it based on allegedly insufficient service and the Court's lack of personal jurisdiction. See Dkt. 55, 57, 58. But HANWJH's response to the complaint was due on February 26, 2021, and its motion to dismiss came on March 18, 2021. That was too late, hence the entry of default (Dkt. 59). And although ineffective service of process would mean that the Court never acquired jurisdiction over HANWJH—and by extension that no finding of default or default judgment could be entered, see, e.g., *Omni Capital Int'l, Ltd. v. Rudolf Wolff & Co., Ltd.*, 484 U.S. 97, 104 (1987) (“Before a court may exercise personal jurisdiction over a defendant, the procedural requirement of service of summons must be satisfied. . . .”); *Silva v. City of Madison*, 69 F.3d 1368, 1376 (7th Cir. 1995) (“[A] responsive pleading is required only after service has been effected and the party has been made subject to the jurisdiction of the federal courts”)—the Court denied HANWJH's motion to dismiss and found that service was proper. Dkt. 57, 58. That holding is subject to review, of course, and might be reversed by a higher court. But until that happens, the holding remains: service was proper, and jurisdiction exists. Bottom line, HANWJH was required to answer the complaint on or before


App.126

February 26, 2021.<sup>1</sup> Because service was proper, and because HANWJH— despite having been provided an opportunity to do so (see Dkt. 59)—has yet to answer the complaint, move to vacate the entry of default, or oppose the entry of default judgment, it is time to conclude this case.

A final judgment order will be entered separately. Any pending motions other than Docket 52 are dismissed as moot. Civil case terminated.

SO ORDERED in No. 20-cv-07543

Date: September 20, 2021

  
\_\_\_\_\_  
JOHN F. KNESS  
United States  
District Judge

---

<sup>1</sup> In the ordinary course, a defendant has 14 days to file an answer after the court denies a motion brought under Rule 12. See Fed. R. Civ. P. 12(a)(4)(A). HANWJH's motion to dismiss, however, came well after the deadline for responding to the complaint, and HANWJH has not provided any authority (or otherwise argued) that the 14-day deadline under Rule 12(a)(4)(A) applies no matter when the motion under Rule 12 was filed. Because HANWJH's motion to dismiss was untimely, the Court found that HANWJH was in default. Dkt. 59. HANWJH has not challenged that finding.



---

**APPENDIX D**

---

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

**[Filed July 15, 2021]**

NBA PROPERTIES, INC., *et al.*,

Plaintiff,

v.

THE PARTNERSHIPS AND  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED IN SCHEDULE "A"

Defendants,

---

No. 20-cv-07543

Judge John F. Kness

**MEMORANDUM OPINION AND ORDER**

Plaintiffs NBA Properties, Inc., MLB Advanced Media, L.P., Major League Baseball Properties, Inc., NHL Enterprises, L.P., NFL Properties LLC, Collegiate Licensing Company, LLC, and the Regents of the University of California (collectively "Plaintiffs") filed this so-called "Schedule A" case

against various overseas online merchants including Defendant HANWJH Official Store. (Dkt. 2.) Plaintiffs assembled their list of overseas Defendants by identifying online retailers marketing Plaintiffs' trademarked products and then ordering infringing products for delivery into this District. (Dkt. 1 at 40.) Defendant HANWJH now moves to dismiss the complaint against it and asserts two bases for dismissal: (1) the Court lacks personal jurisdiction over Defendant; and (2) service of process by email was improper. (Dkt. 55.) For the following reasons, Defendant's motion is denied.

#### **I. BACKGROUND**

As alleged in the Complaint, Plaintiffs are professional or collegiate sports associations who own, or license, trademarks related to their respective sports. (Dkt. 1.) For example, Plaintiff NBA Properties, Inc. is the owner and/or exclusive licensee of the trademarks of the NBA and the NBA Teams. (Dkt. 1 ¶ 7.) Defendant is an online retailer that uses the Amazon sales platform. (Dkt. 56 at 2; 7.) On December 18, 2020, Plaintiffs brought this so-called "Schedule A" trademark-infringement action against a large group of online retailers, including Defendant, and alleged that they sold counterfeit products bearing Plaintiffs' trademarks. (Dkt. 1 ¶ 79.) Along with the Complaint, Plaintiffs filed Schedule A, a sealed exhibit to the Complaint listing the Defendants, including Defendant HANWJH, by seller alias and online marketplace domain name. (Dkt. 2.) Plaintiffs identified HANWJH as a Defendant through Plaintiffs' Coalition to Advance the Protection of Sports Logos ("CAPS"), which conducts internet sweeps to identify e-commerce stores that are offering for sale or selling allegedly

infringing products. (Dkt. 1 ¶ 66.) Plaintiffs also ordered at least one allegedly infringing item from Defendant's store and had it shipped it to Illinois. (Dkt. 56 at 2.) In addition, Illinois is included in Defendant's "ship-to" options listed on Defendant's homepage. (Id. at 8.)

On December 21, 2020, Plaintiffs sought a TRO against all defendants and requested leave under Rule 4(f)(3) of the Federal Rules of Civil Procedure to serve Defendant (and the other Defendants) by email. (Dkt. 9; Dkt. 10; Dkt. 22.) The Court granted both requests on January 13, 2021. (Dkt. 33.) On February 5, 2021, Plaintiffs filed a motion for a preliminary injunction. (Dkt. 42.) About a month later, Defendant filed a motion to dismiss for lack of jurisdiction and improper service. (Dkt. 55.) That motion is now before the Court for adjudication.

#### **I. LEGAL STANDARD**

A federal court must dismiss any action against a party over whom the court lacks personal jurisdiction. See Fed. R. Civ. P. 12(b)(2). Plaintiffs bear the burden to make a prima facie case for personal jurisdiction. *uBID, Inc. v. GoDaddy Group, Inc.*, 623 F.3d 421, 423 (7th Cir. 2010). When determining whether a plaintiff has met its burden, a court must accept as true jurisdictional allegations pleaded in the complaint, unless those allegations are disproved by the defendant's affidavits or exhibits. *Purdue Research Foundation v. Sanofi-Synthelabo, S.A.*, 338 F.3d 773, 782 (7th Cir. 2003).

Under Rule 12(b)(5) of the Federal Rules of Civil Procedure, defendants may challenge the manner of service of process through a motion to dismiss. See Fed. R. Civ. P. 12(b)(5). A plaintiff bears the "burden to demonstrate that the district court has jurisdiction

over each defendant through effective service.” *Cardenas v. City of Chicago*, 646 F.3d 1001, 1005 (7th Cir. 2011). If, on its own or on the defendant’s motion, a court “finds that the plaintiff has not met that burden and lacks good cause for not perfecting service, the district court must either dismiss the suit or specify a time within which the plaintiff must serve the defendant.” *Id.*

## **II.DISCUSSION**

### **A. Personal Jurisdiction**

Defendant provides several reasons in support of its contention that the Court lacks personal jurisdiction over Defendant in this action. Defendant first argues that it “has no connection to Illinois whatsoever” because it is not an Illinois company, owns no property in Illinois, never directed advertising or marketing toward Illinois, and never purchased goods or services for its business in Illinois (Dkt. 56 at 2.) Second, Defendant argues that the only transaction it made to Illinois was the “sham transaction” through the Plaintiffs or their representatives. (*Id.*)

As the Seventh Circuit has explained, any analysis of specific personal jurisdiction must consider three separate requirements. See *Kinslow v. Pullara*, 538 F.3d 687, 691 (7th Cir. 2008). First, the defendant must have “minimum contacts with the forum state.” *Id.* To determine whether the defendant has such contacts, the court must ask whether “the defendant should reasonably anticipate being haled into court in the forum State, because the defendant has purposefully availed itself of the privilege of conducting activities there.” *Id.* Second, the plaintiff’s claims must “arise out of” the defendant’s contacts with the forum. *GCIU-Emp. Ret. Fund v. Goldfarb*

Corp., 565 F.3d 1018, 1023 (7th Cir. 2009). Third, and finally, maintenance of the suit must not “offend traditional notions of fair play and substantial justice.” Kinslow, 538 F.3d at 691.

All three requirements are met as to Defendant. Although specific personal jurisdiction over an online retailer is not established merely because the retailer’s website is available in the forum, online retailers form minimum contacts with a forum when they “st[and] ready and willing to do business with” residents of the forum and then “knowingly [ ] do business with” those residents. *Illinois v. Hemi Grp. LLC*, 622 F.3d 754, 758 (7th Cir. 2010). As the Seventh Circuit explained last year, minimum contacts were formed even though a defendant “s[old] its products only online through its website and third-party websites” because the defendant

- (1) included the forum in the “ship-to” options from which the customer had to choose;
- (2) sent a customer an email confirming a shipping address in the forum; and
- (3) shipped product to an address in the forum.

*Curry v. Revolution Labs., LLC*, 949 F.3d 385, 392-93 (7th Cir. 2020).

As in *Curry*, Defendant’s contacts with this forum included more than merely providing access to a website. Defendant admits that it both offered to ship and in fact shipped products to Illinois. (Dkt. 56 at 8.) Defendant attempts to deflect this evidence, however, by pointing out that the shipment to Illinois was made as the result of a transaction initiated by Plaintiffs. (*Id.*) Even in the absence of any suggestion that Defendant sent a confirming email to the Illinois shipping address, the evidence that is available—namely, that Defendant made Illinois a “ship-to”

option and did ship allegedly infringing products to this forum—is sufficient to show that Defendant stood ready and willing to do business with residents of this state. *Hemi*, 622 F.3d at 758. Accordingly, this Court has sufficient grounds to exercise personal jurisdiction over Defendant. *Curry*, 949 F.3d at 392-93.

Defendant points to several cases to oppose a finding of personal jurisdiction:

(1) *be2 LLC v. Ivanov*, 642 F.3d 555 (7th Cir. 2011); (2) *Advanced Tactical Ordnance Sys., LLC v. Real Action Paintball, Inc.*, 751 F.3d 796 (7th Cir. 2014); (3) *Illinois v Hemi Group LLC*, 622 F.3d at 754; and (4) *Original Creations, Inc. v. Ready America, Inc.*, 836 F. Supp. 2d 711 (N.D. Ill. 2011). None of these cases, however, compels a ruling in Defendant's favor.

To begin, *be2 LLC* and *Real Action Paintball* can be distinguished from both *Curry* and this case. In *be2 LLC*, the Seventh Circuit held that a dating web site did not have minimum contacts with Illinois merely because members of the site provided Illinois addresses. *be2 LLC*, 642 F.3d at 559. But there, unlike here, the defendant did not ship any products to Illinois. *Id.* Similarly, in *Real Action Paintball*, the Seventh Circuit found that sale of noninfringing goods to residents of Indiana did not establish specific personal jurisdiction for a trademark infringement claim regarding the sale of separate infringing goods. *Real Action Paintball*, 751 F.3d at 801. Because this case, as in *Curry*, involves both the sale of infringing goods and the sale of those goods to residents of Illinois, *be2 LLC* and *Real Action Paintball* are materially distinguishable.

Second, Defendant contends that *Original*

Creations is persuasive because it held that “an internet website was not sufficient alone to support personal jurisdiction where the only sale to Illinois was to the plaintiff.” *Original Creations*, 836 F. Supp. 2d at 711. But the court in *Original Creations* ended up finding the defendant there purposely directed its activities to residents of Illinois under a “stream of commerce” theory. In any event, *Curry*—a binding precedent of the Court of Appeals holding that a shipment into the forum state is sufficient—controls the determination of this issue.

Finally, Defendant attempts to distinguish *Hemi*, where the Seventh Circuit found personal jurisdiction over a defendant that reached out to residents of Illinois through its website and shipping history. *Hemi*, 622 F.3d at 758. Defendant contends that, because the transactions in Illinois in this case were exclusively the product of “entrapment and enticement” by Plaintiffs (Dkt. 56 at 6), *Hemi* should not apply. But *Hemi*’s reasoning is on point. In that case, the defendant had a website that offered Illinois as a “ship-to” forum and in fact shipped products to Illinois. *Hemi*, 622 F.3d at 758. As this Court sees things, *Hemi* did not impose any bar to evidence generated from a plaintiff’s pretextual purchase of an infringing product; and Defendant does not offer any authority establishing such a rule. In the absence of contrary authority, the Court finds that Plaintiffs’ reasons for purchasing the allegedly infringing material provided by products is not relevant to the personal jurisdiction analysis.

Separately, Defendant also argues the Complaint against it should be dismissed because exercising personal jurisdiction would “offend traditional notions of fair play and substantial justice.” (Dkt. 56

at 8.) But, again, Defendant offers no authority in support of that argument. Instead, Defendant simply restates its previous argument that Defendant had very limited contact with Illinois and that the interest of Illinois in this dispute is weak. (Id.) Defendant's appeal to traditional notions of fair play fails: it is hardly unfair to assert jurisdiction over a party that—without any awareness of Plaintiffs' motives—willingly shipped an allegedly infringing product to this forum.

Because Defendant purposefully availed itself of the privileges of conducting business in this District, and because Plaintiffs' claims against Defendant arise out of those activities, the Court finds that it has specific personal jurisdiction over Defendant.

#### **B. Service of Process**

Separately, Defendant contends that, because Plaintiffs did not adhere to the requirements of the Hague Service Convention, service by email was improper. Defendant first argues that Plaintiffs could have found Defendant's address had it undertaken a reasonable effort to find it and that the Convention therefore applies. (Dkt. 56 at 10-11.) Defendant also asserts that service by email under Rule 4(f)(3) of the Rules of Civil Procedure was improper because the drafters of the Convention intended to prohibit any method of service not mentioned in its text. (Id. at 11-12.)

As explained below, although the Court finds that Plaintiffs did not undertake reasonable diligence to ascertain Defendant's address, the Court holds that, because the Convention does not prohibit service by email, Plaintiffs' service of process was proper under Rule 4(f)(3) of the Federal Rules of Civil Procedure.



1 Whether Defendant's Address was "Known"  
Under the Convention

The Hague Service Convention governs the service of process of civil matters among citizens of signatory nations in an attempt to give litigants a reliable, efficient, and standardized means of international service. The Convention does not apply if the defendant's address is "not known." Hague Service Convention Art. 1, 20 U.S.T. 361. Before courts will accept that a defendant's address is "not known," the plaintiff must make reasonably diligent efforts to ascertain and verify defendant's mailing address. *Progressive Se. Ins. Co. v. J & P Transp.*, No. 1:11-cv-137, 2011 WL 2672565, at \*2 (N.D. Ind. July 8, 2011); see also *Compass Bank v. Katz*, 287 F.R.D. 392, 394-95 (S.D. Tex. 2012) (collecting cases).

Plaintiffs did not undertake reasonably diligent efforts to ascertain Defendant's mailing address. Defendant uploaded its true and correct address to Amazon.com and in fact, Plaintiffs' own submission of "alleged infringing evidence" included Defendant's business information. (Dkt. 56 at 11.) Despite this, Plaintiffs argue that electronic service was appropriate and necessary (1) because store operators that sell counterfeit products typically provide false or misleading address information and (2) because store operators, like Defendant, rely primarily on electronic communications to communicate with third-party service providers and customers. (Dkt. 23 at 2.) Plaintiffs further claim Defendant's address was not known because "unlike an e-mail address, which is typically verified by . . . online marketplace platforms, no verification typically occurs for physical addresses" of merchants like Defendant. (Dkt. 23 at 3.)

Plaintiffs' bare assertions regarding the reliability of Defendant's publicly available address are not a substitute for actual diligence. Plaintiffs do not claim that they conducted any diligence to verify the address Defendant posted on Amazon. Plaintiffs do not even claim that they found that address before it asked the Court to allow for alternative means of service. Plaintiffs therefore did not conduct the type of diligence courts have found sufficient to hold that a defendant's address was "not known" for the purpose of the Convention. Cf. *Advanced Access Content Sys. Licensing Adm'r, LLC. v. Shen*, No. 16-CV-386-WMC, 2018 WL 4757939 \*4 (S.D.N.Y.

Sep. 30, 2018) (plaintiff who investigated the available physical addresses of online merchant to see if they were valid for service and determined they were not conducted reasonable diligence).

Contrary to Defendant's position, however, Plaintiffs' failure to conduct the diligence required under the Convention does not necessarily render service improper. The Court must next decide whether Plaintiffs properly served Defendant under the Federal Rules of Civil Procedure.

2 Service Under Fed. R. Civ. P. 4(f)(3)

Rule 4(f)(3) of the Federal Rules of Civil Procedure allows courts to permit alternative means of service if the party seeking to use an alternative means obtains permission of the court and those "other means [are] not prohibited by international agreement." Fed. R. Civ. P. 4(f)(3). Defendant is a company domiciled in China, a country that, along with the United States, is a signatory to the Convention and its agreed means of service. But there "is no indication of a hierarchy in the text or structure of Rule 4(f)." *Flava Works, Inc. v. Does 1-*

26, No. 12 C 5844, 2013 WL 1751468, at \*7 (N.D. Ill. Apr. 19, 2013). So long as the proposed method of service is “not prohibited by international agreement[.]” Rule 4(f)(3) does not require a party to attempt service under the Convention before seeking a court order directing alternative service. See *Strabala v. Zhang*, 318 F.R.D. 81, 114 (N.D. Ill. 2016) (collecting cases).

Service by email is not specifically provided for in the Convention, but neither is it forbidden. See *MacLean–Fogg Co. v. Ningbo Fastlink Equip. Co.*, No. 08 CV 2593, 2008 WL 5100414, at \*2 (N.D. Ill. Dec. 1, 2008) (“The Hague Convention does not prohibit service by e-mail or facsimile.”); *Sulzer Mixpac AG v. Medenstar Indus. Co.*, 312 F.R.D. 329, 331 (S.D.N.Y. 2015) (same); *Ouyeinc Ltd. v. Alucy*, No. 20 C 3490,

2021 WL 2633317, at \*3 (N.D. Ill. June 25, 2021) (same); see also *Commodity Futures Trading Comm’n v. Caniff*, No. 19-cv-02935, 2020 WL 956302, at \*6 (N.D. Ill. Feb. 27, 2020) (“The Convention does not affirmatively authorize, nor does it prohibit, service by email”). Thus, despite that Plaintiffs had not attempted service under the terms of the Convention, the Court was authorized to order that service be effected by an alternative means (i.e., email) so long as Plaintiffs “ma[d]e a showing as to why alternative service should be authorized.” *Flava Works*, 2013 WL 1751468, at \*7.

A speedy method of service in this case was justified to ensure, among other reasons, that the funds gained by the allegedly infringing conduct would be recoverable. *Strabala*, 318 F.R.D. at 114 (“Court-directed service pursuant to Rule 4(f)(3) is appropriate when, for example, ‘there is a need for

speed that cannot be met by following the Hague Convention methods”) (quoting 4B FED. PRAC. & PROC. CIV. § 1134 (4th ed.)). In addition, email was a more reliable method of service in this case because Defendant’s email address was verified by the sales platform, while their physical addresses were not. (Dkt. 23 at 3.) This is precisely a situation that justifies an order directing that service be effected by alternative means. See Ouyeinc, 2021 WL 2633317, at \*3 (“courts have routinely upheld service by email” in infringement actions where online stores’ “business appeared to be conducted entirely through electronic communications”) (cleaned up) (citing Rio Props., Inc. v. Rio Int’l Interlink, 284 F.3d 1007, 1018 (9th Cir. 2002) (“When faced with an international e-business scofflaw, playing hide-and-seek with the federal court, e-mail may be the only means of effecting service of process”)).

Against this, Defendant argues that two Supreme Court decisions— Volkswagenwerk Aktiengesellschaft v. Schlunk, 486 U.S. 694 (1988) and Water Splash, Inc. v. Menon, — U.S. —, 137 S. Ct. 1504 (2017)—include language that bars service by email. (Dkt. 56 at 11-12.) Specifically, Defendant observes that both Schlunk and Water Splash noted that the Convention “pre-empts inconsistent methods of service [wherever] it applies.” Schlunk, 486 U.S. at 699; Water Splash, 137 S. Ct. at 1507. Defendant reads this statement to prohibit all methods of service not mentioned in the Convention’s text. (Dkt. 56 at 11-12.) Because email is not mentioned in the Convention, Defendant says, it is not permitted under the Convention and this Court could not authorize service by email under Rule 4(f)(3). (Id. at 12)

With respect, the Court declines to adopt Defendant's interpretation of Schlunk and Water Splash. As the MacLean–Fogg, Sulzer Mixpac, and Ouyeinc courts observed, the Convention neither authorizes nor prohibits service by email—it is entirely silent on the issue. MacLean–Fogg, 2008 WL 5100414, at \*2; Sulzer Mixpac, 312 F.R.D. at 331; Ouyeinc, 2021 WL 2633317, at \*3. Defendant has not directed the Court to any provision of the Convention that limits a party to the methods of service enumerated in the Convention or that requires a party to exhaust the Convention's methods before pursuing other methods. See Patrick's Rest., LLC v. Singh, No. 18- CV-00764, 2019 WL 121250, at \*2-3 n. 3 (D. Minn. Jan. 7, 2019) (Convention does not contain an exhaustion requirement and holding that service by email may be unenumerated in the Convention while “still not ‘inconsistent’ with” the Convention). In the absence of a provision affirmatively prohibiting service by email or any reason to believe the Convention bars all unenumerated methods of service, district courts have authority to allow service by email as an alternative means of service under Rule 4(f)(3). Strabala, 318 F.R.D. at 81. The Supreme Court's anodyne statement that the Convention prohibits “inconsistent methods of service” does not dictate otherwise.

Finally, Defendant cites Luxottica Grp. S.p.A. v. P'ships, et al., 391 F. Supp. 3d 816 (N.D. Ill. 2019) as an additional reason to find that service by email was inappropriate. In that case, the court observed that China has objected to Article 10(a) of the Convention, which states: “Provided the State of destination does not object, the present Convention shall not interfere

with . . . the freedom to send judicial documents, by postal channels, directly to persons abroad.” 20 U.S.T. 361. Interpreting the phrase “postal channels” to include email, and in view of the language of Article 10(a), the Luxottica court held (contrary to MacLean-Fogg, Sulzer Mixpac, and Patrick’s Restaurant) that the Convention prohibits service by email under Rule 4(f)(3) to parties located in China. Luxottica, 391 F. Supp. 3d at 827.

This Court, however, declines to interpret the term “postal channels” to include electronic mail. On the contrary, the most natural understanding of “postal channels” applies only to material that is physically delivered by letter carrying authorities. In other words, “postal channels” does not refer to alternate forms of communication, including email, notice by publication, or service by social media. See Sulzer Mixpac, 312 F.R.D. at 331; Patrick’s Restaurant, 2019 WL 121250, at \*3 (collecting cases).

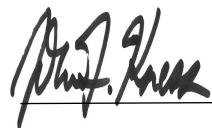
Although the issue is not free of doubt, the Court is persuaded by Sulzer Mixpac, MacLean-Fogg, Patrick’s Restaurant, and Ouyeinc that service by email is not prohibited by the Convention. Because Water Splash and Schlunk do not compel a contrary finding, and in the absence of controlling authority holding otherwise, the Court holds that service by email in this case was proper under Rule 4(f)(3).

**IV. CONCLUSION**

For the foregoing reasons, Defendant’s motion to dismiss (Dkt. 55) is denied.

SO ORDERED in No. 20-cv-07543.

Date: July 15, 2021



---

JOHN F. KNESS  
United States District Judge



App.142

ATTENTION: This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at [www.ilnd.uscourts.gov](http://www.ilnd.uscourts.gov).