

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

CAMELBAK PRODUCTS LLC,

Plaintiff,

v.

HUNAN YIYI IMPORT AND EXPORT
TRADING CO., LTD., et al.,

Defendants.

Case No. 23-cv-00496

Judge Lindsay C. Jenkins

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff CamelBak Products LLC (“CamelBak” or “Plaintiff”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A to the Complaint and attached hereto (collectively, the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A (collectively, the “Defaulting Defendants”);

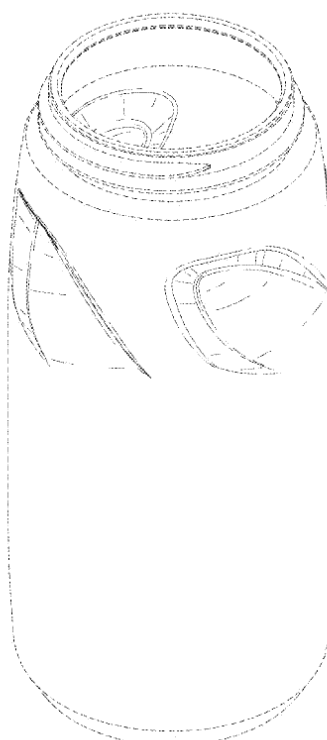
This Court having entered upon a showing by Plaintiff a temporary restraining order against Defaulting Defendants which included an asset restraining order;

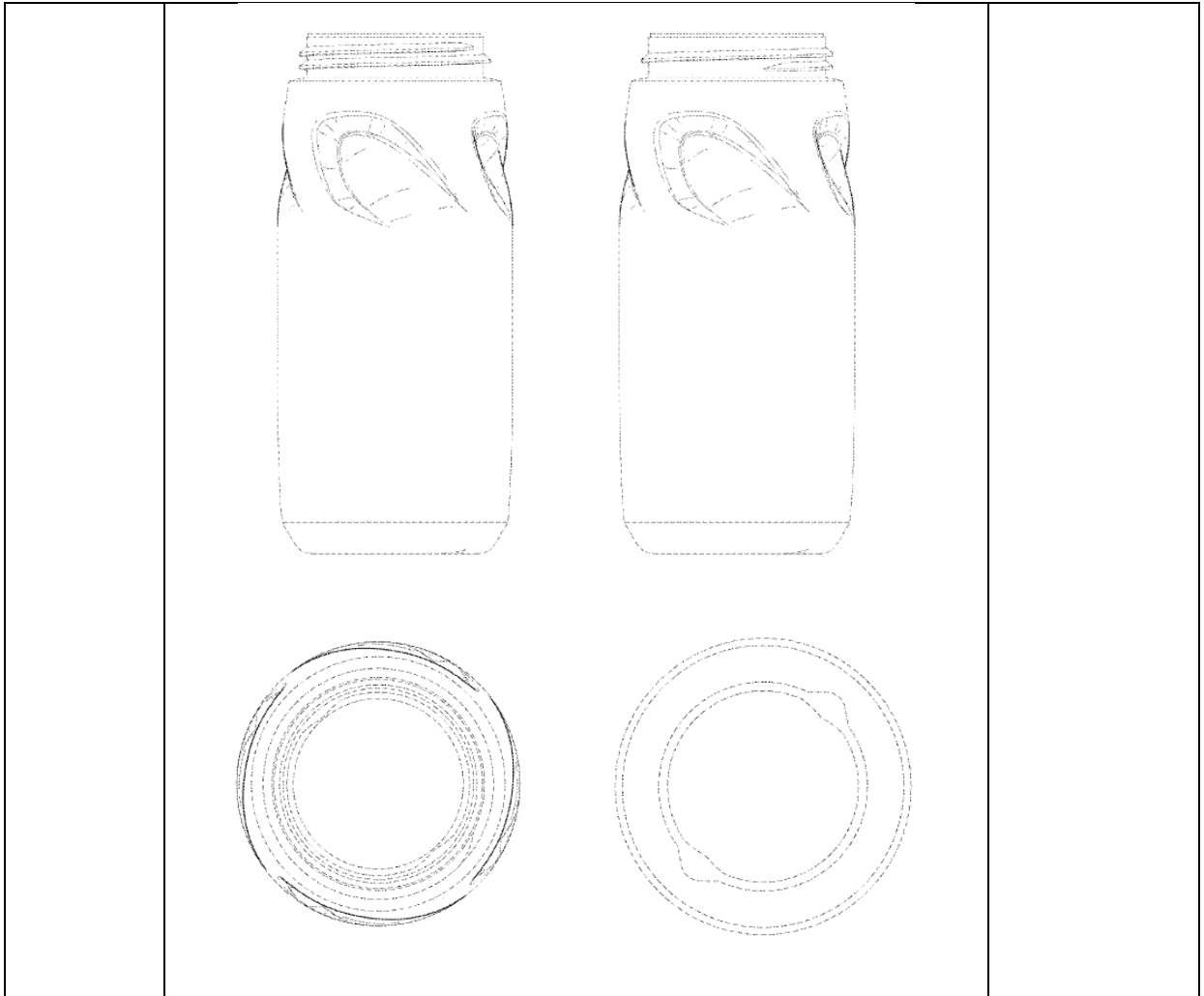
CamelBak having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

¹ The e-commerce store URLs are listed on Schedule A hereto under the Online Marketplaces.

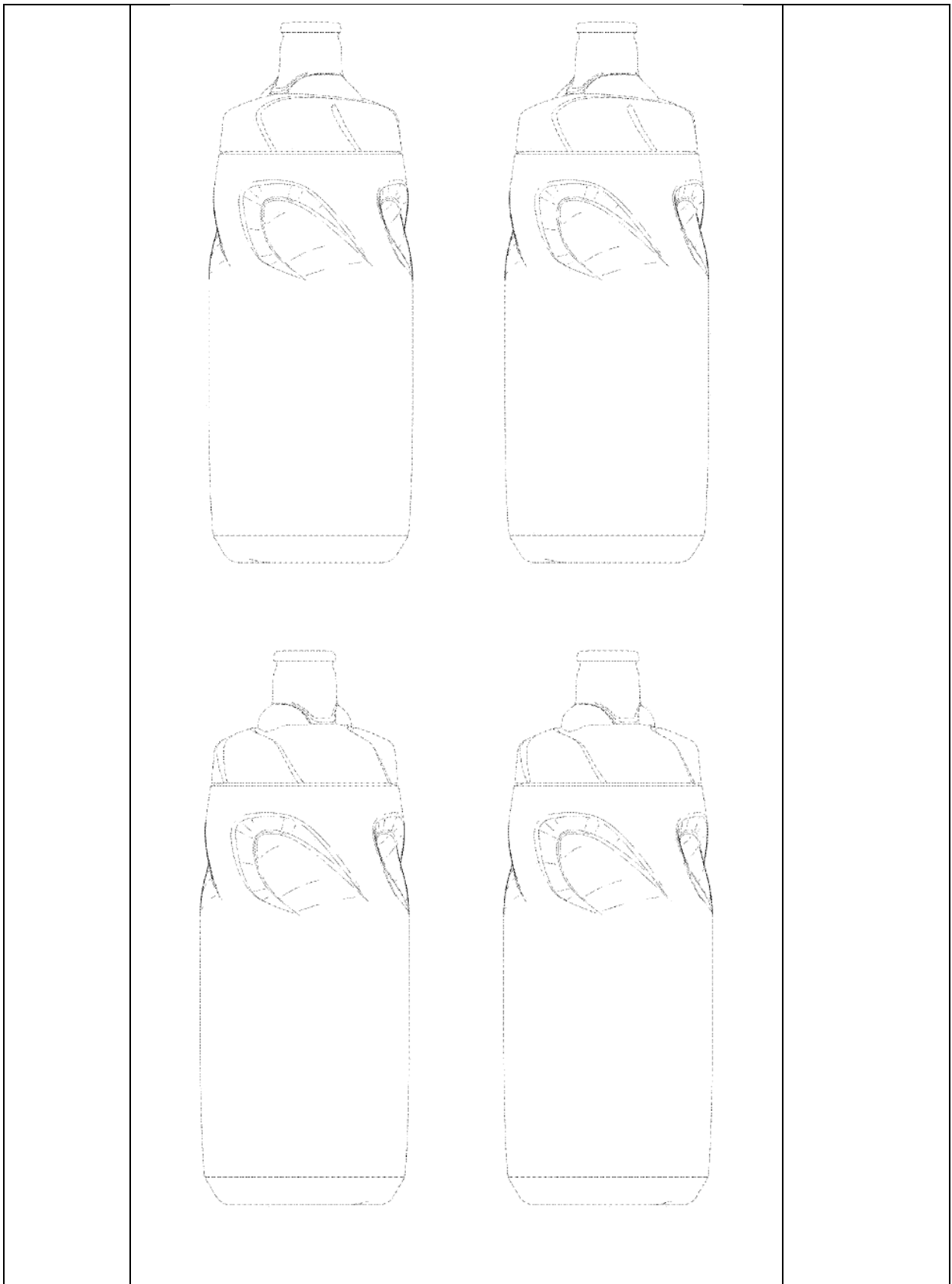
Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

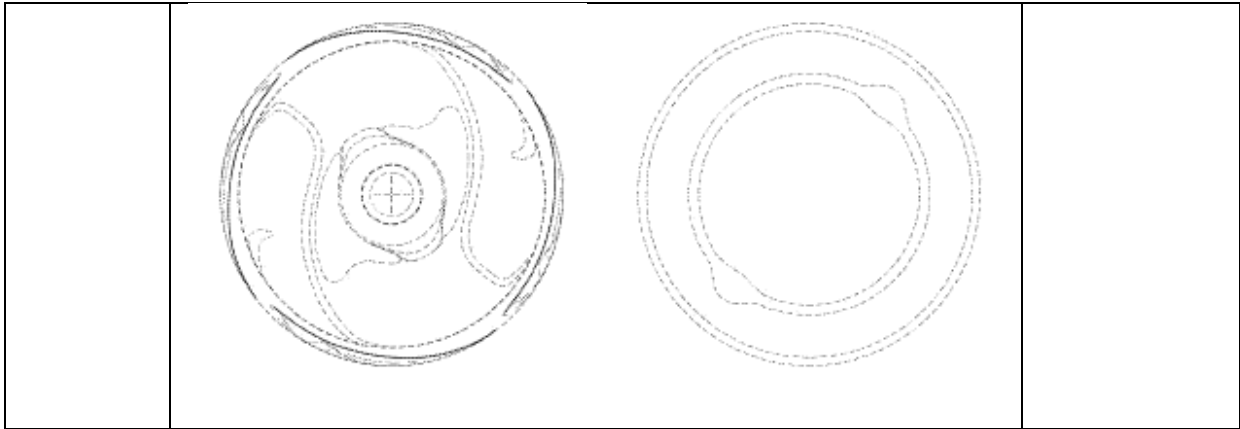
This Court further finds that it has personal jurisdiction over the Defaulting Defendants since the Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and have sold the same product that infringes directly and/or indirectly Plaintiff's United States design patent shown in the below chart (the "CamelBak Design") to residents of Illinois.

Patent Number	Claim	Issue Date
D732,392		June 23, 2015









THIS COURT FURTHER FINDS that Defaulting Defendants are liable for patent infringement (35 U.S.C. § 271).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Default Judgment is entered against Defaulting Defendants.

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. offering for sale, selling and importing the any products not authorized by CamelBak and that include any reproduction, copy or colorable imitation of the design claimed in the CamelBak Design;
 - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the CamelBak Design; and
 - c. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a) and (b).

2. Upon CamelBak’s 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, including, without limitation, any online marketplace platforms such as eBay, Inc. (“eBay”), AliExpress, Alibaba Group Holding Ltd. (“Alibaba”), Amazon.com, Inc. (“Amazon”), ContextLogic Inc. d/b/a Wish.com (“Wish.com”), Walmart, Inc. (“Walmart”), Etsy, Inc. (“Etsy”), and DHgate.com (“DHgate”) (collectively, the “Third Party Providers”) shall within seven (7) calendar days after receipt of such notice disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the CamelBak Design.
3. Pursuant to 35 U.S.C. § 289, CamelBak is awarded profits from each of the Defaulting Defendants for infringing use of the CamelBak Design on products sold through at least the Defaulting Defendants’ Seller Aliases according to the below chart:

No.	Defendant	Requested Award
1	Hunan Yiyi Import And Export Trading Co., Ltd.	\$250
3	Bike Outdoor High Quality Store	\$1,845.44
5	Keep Fitness Store	\$250
6	keptfeet Outdoor Store	\$250
8	let'skeeping Store	\$250
9	Libero Store	\$250
10	LLD Riding Store	\$250
11	RDE Tech Outdoor Store	\$659.55
12	RUNER Store	\$262.50
13	BinMaoBaiHuo	\$250
16	PengPengShop	\$867.55
20	TPPNFTEMD US	\$250
21	VVWARRIOR	\$250
22	xinbowengwenhuachuanmei	\$250
23	yuwanjushanghang	\$250

24	zhuanjiaoyujian	\$250
27	happylife7826	\$250
30	wcm-43	\$250
34	shanxiqikuizixinxikejiyouxiangongsi	\$1,138.67
35	shenzhenshiyungangmaoyiyouxiangongsi	\$4,601.57
39	yiwushixugetiyuyongpinyouxiangongsi	\$6,513.87
40	topeka	\$250

4. CamelBak may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, Walmart, Etsy, DHgate, and Amazon Pay, by e-mail delivery to the e-mail addresses CamelBak used to serve the Temporary Restraining Order on the Third Party Providers.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants’ Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified damages award, or other of Defaulting Defendants’ assets.
6. All monies, up to the above identified damages award, in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, and Amazon Pay, are hereby released to CamelBak as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, and Amazon Pay, are ordered to release to CamelBak the amounts from

Defaulting Defendants' financial accounts within seven (7) calendar days of receipt of this Order.

7. Until CamelBak has recovered full payment of monies owed to it by any Defaulting Defendant, CamelBak shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, 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, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, and Amazon Pay, shall within seven (7) calendar days:
 - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Paul Mills, 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 damages award, restrained in Defaulting Defendants' financial accounts to CamelBak as partial payment of the above-identified damages within seven (7) calendar days of receipt of this Order.
8. In the event that CamelBak identifies any additional online marketplaces or financial accounts owned by Defaulting Defendants, CamelBak may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses

identified in Exhibit 2 to the Declaration of Paul Mills and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand dollar (\$10,000.00) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

DATED: May 16, 2023



Lindsay C. Jenkins
United States District Judge

**CamelBak Products, LLC v. The Partnerships and Unincorporated Associations Identified on
Schedule "A" - Case No. 23-cv-00496**

Schedule A

Defendant Online Marketplaces

No.	URL	Name / Seller Alias
1	fredyiyi.en.alibaba.com/minisiteentrance.html	Hunan Yiyi Import And Export Trading Co., Ltd.
2	DISMISSED	DISMISSED
3	aliexpress.com/store/1101413445	Bike Outdoor High Quality Store
4	DISMISSED	DISMISSED
5	aliexpress.com/store/1101299054	Keep Fitness Store
6	aliexpress.com/store/1101258705	keptfeet Outdoor Store
7	DISMISSED	DISMISSED
8	aliexpress.com/store/1101409402	let'skeeping Store
9	aliexpress.com/store/1101232975	Libero Store
10	aliexpress.com/store/1101227227	LLD Riding Store
11	aliexpress.com/store/1101300301	RDE Tech Outdoor Store
12	aliexpress.com/store/1101540510	RUNER Store
13	amazon.com/sp?seller=AOEKLEXXK1VY1	BinMaoBaiHuo
14	DISMISSED	DISMISSED
15	DISMISSED	DISMISSED
16	amazon.com/sp?seller=A47FFOD31L9OO	PengPengShop
17	DISMISSED	DISMISSED
18	DISMISSED	DISMISSED
19	DISMISSED	DISMISSED
20	amazon.com/sp?seller=A3FV5C5BVF9ND3	TPPNFTMD US
21	amazon.com/sp?seller=A3OAH5XECFFI1C	VVWARRIOR
22	amazon.com/sp?seller=A3A5DKJ5B1ROM3	xinbowengwenhuachuanmei
23	amazon.com/sp?seller=A2V3UAO91YR3NQ	yuwanjushanghang
24	amazon.com/sp?seller=A1ZVMKAQITEFLP	zhuanjiaoyujian
25	DISMISSED	DISMISSED
26	DISMISSED	DISMISSED
27	ebay.com/usr/pcmw7826	happyLife7826
28	DISMISSED	DISMISSED
29	DISMISSED	DISMISSED
30	ebay.com/usr/wcm-43	wcm-43
31	DISMISSED	DISMISSED
32	DISMISSED	DISMISSED

33	DISMISSED	DISMISSED
34	walmart.com/seller/101273425	shanxiqikuizixinxikejiyouxiangongsi
35	walmart.com/seller/101130307	shenzhenshiyungangmaoyiyouxiangongsi
36	DISMISSED	DISMISSED
37	DISMISSED	DISMISSED
38	DISMISSED	DISMISSED
39	walmart.com/seller/101114386	yiwushixugetiyuyongpinyouxiangongsi
40	wish.com/merchant/564316cfd6b6b1288753f8f4	topeka