

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

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| MAGBAG LLC, |) | Case No.: 3:25-CV-01376 |
| |) | |
| Plaintiff, |) | |
| |) | Judge: Waverly D. Crenshaw, Jr. |
| v. |) | |
| |) | Magistrate Judge: Barbara D. Holmes |
| THE ENTITIES, PARTNERSHIPS, AND |) | |
| UNINCORPORATED ASSOCIATIONS |) | |
| LISTED ON SCHEDULE A, |) | JURY DEMAND |
| Defendants. |) | |

**AMENDED PROPOSED CONSENT JUDGMENT AND ORDER
OF TRANSFER AS TO DEFENDANT NO. 637 (“HAONAI CO.LTD”)**

Plaintiff MagBag LLC (“Plaintiff”) and Defendant No. 637, identified in Schedule A to the Complaint as “HAONAI Co.Ltd” (“Defendant Haonai”), having advised the Court that they have agreed to a settlement of the claims asserted by Plaintiff against Defendant Haonai in this action, and having consented to the entry of this Consent Judgment and Order of Transfer (“Consent Judgment”);

IT IS HEREBY STIPULATED, ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Court has subject matter jurisdiction over this action and personal jurisdiction over Plaintiff and Defendant Haonai. Venue in this District is proper.
2. Plaintiff filed its Complaint in this action (D.E. 1) alleging, *inter alia*, claims for trademark infringement, copyright infringement, design patent infringement, and unfair competition against Defendant Haonai arising from Defendant Haonai’s unauthorized sale and/or offering for sale of products infringing Plaintiff’s intellectual property rights.
3. Defendant Haonai acknowledges the claims asserted by Plaintiff and, for purposes of this Consent Judgment, consents to the relief set forth herein.

4. Defendant Haonai has operated an online marketplace account on Walmart.com associated with Seller ID: 102481828 (the “Haonai Walmart Account”).

5. Judgment shall be and is hereby entered in favor of Plaintiff and against Defendant Haonai for \$1,500.00.

6. **PERMANENT INJUNCTION:** Defendant Haonai, its officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with any of them who receive actual notice of this Consent Judgment by personal service or otherwise, are hereby **PERMANENTLY ENJOINED AND RESTRAINED** from:

- a. Manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling, and/or otherwise dealing in any products bearing or using intellectual property that is identical or confusingly similar to Plaintiff’s registered trademarks, copyrights, and/or design patents;
- b. Infringing Plaintiff’s trademarks, copyrights, and design patents;
- c. Engaging in any acts of unfair competition with Plaintiff; and
- d. Using any other intellectual property of Plaintiff without Plaintiff’s express written permission.

7. **ORDER TO WALMART INC.**

- a. Walmart Inc. (“Walmart”) is hereby **ORDERED**, within seven (7) calendar days of receiving notice of this Consent Judgment and Order of Transfer, to locate and transfer the lesser of (a) \$1,500.00 or (b) all funds, proceeds, and balances held in or associated with the Walmart marketplace account operated under Seller ID: 102481828 to Plaintiff.

- b. Such transfer shall be made to Plaintiff's counsel, Wadley Acheson LLC, at the following account (or as otherwise directed in writing by Plaintiff's counsel):

Bank: Pinnacle

Address: 150 3rd Avenue South, Nashville, TN, USA, 37201

Account Name: Wadley Acheson LLC Trust Account

Beneficiary Address: 1030 16th Avenue South, Nashville, TN, USA,
37212

Routing: 064008637

Account Number: 800109706416

SWIFT: PNFPU44XXX

- c. Plaintiff shall serve a copy of this signed Consent Judgment and Order of Transfer on Walmart Inc.
- d. Defendant Haonai is **ORDERED** to take all necessary steps and provide any required authorizations to Walmart to facilitate the immediate transfer of the funds as directed herein.
- e. Upon Walmart's transfer of Settlement Amount to Plaintiff pursuant to paragraph 7(a), Walmart shall remove any restraints that were placed on Defendants' e-commerce stores and financial accounts pursuant to the Temporary Restraining Order [19].

8. This Consent Judgment resolves all claims between Plaintiff and Defendant Haonai in this action. Defendant Haonai expressly waives any and all rights to appeal this Consent Judgment.

9. This Court shall retain jurisdiction over Plaintiff and Defendant Haonai for the purpose of enforcing the terms of this Consent Judgment.

10. Each party shall bear its own attorneys' fees and costs incurred in this action, except as implicitly resolved by the transfer of funds described herein.

IT IS SO ORDERED.

Dated: _____, 2026

WAVERLY D. CRENSHAW, JR.
UNITED STATES DISTRICT JUDGE

CONSENTED AND AGREED TO BY:

FOR PLAINTIFF MAGBAG LLC:

WADDEY ACHESON LLC

Dated: February 23, 2026

Respectfully submitted,

/s/ G. Edward Powell III

Chanelle Acheson (TN BPR #30008)
W. David Bridgers (TN BPR #16603)
G. Edward Powell III (CA Bar #324530)
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Counsel for Plaintiff MagBag LLC

FOR DEFENDANT NO. 637 (“HAONAI CO.LTD”):

Dated: ____ February 14 _____, 2026

By: /s/ He Cheng

He Cheng
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rcheng@palmerlawgroup.com
Counsel for HAONAI CO.LTD

CERTIFICATE OF SERVICE

I hereby certify that on February 23, 2026, a true and correct copy of the foregoing AMENDED PROPOSED CONSENT JUDGMENT AND ORDER OF TRANSFER AS TO DEFENDANT NO. 637 (“HAONAI CO.LTD”) will be served upon the Defendants listed in Schedule A to the Complaint on any party that has appeared via ECF or via the alternative methods of service previously employed in this case, including service by electronic mail to the email addresses identified for each Defendant and/or by publication.

 /s/ G. Edward Powell III
G. Edward Powell III (CA Bar #324530)