

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

Trademark Holder Identified in Exhibit 1,)	
)	Case No.: 21-cv-00467
Plaintiff,)	
v.)	Judge: Hon. Jorge L. Alonso
)	
Does 1-30, As Identified in Exhibit 2,)	
)	Magistrate: Sheila M. Finnegan
Defendants.)	
)	

PRELIMINARY INJUNCTION ORDER

Plaintiff, Stussy, Inc. (“STUSSY”), having filed its complaint for Federal Trademark Counterfeiting and Infringement, Unfair Competition and False Designation of Origin, and claims under the Illinois Uniform Deceptive Trade Practices Act and having moved for a Preliminary injunction against the Defendants, listed below, and the Court having considered the complaint, declarations, exhibits, and memorandum of law filed in support, finds as follows:

This Court hereby finds that it has personal jurisdiction over the Defendants because the Defendants directly target their business activities toward consumers in the United States, including the State of Illinois. Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial Internet webstores on platforms such as Amazon, Wish, Alibaba, or AliExpress, all which offer shipping to U.S. residents, including those within the jurisdiction of the Northern District of Illinois, through which Illinois residents can purchase products bearing counterfeit versions of STUSSY marked products, namely those bearing the trademark registrations in Exhibit 1 to Plaintiff’s Complaint (the “STUSSY Marks” or “Marks”) (Dkt. 2-1). These registrations are valid, unrevoked, and uncanceled.

This Court further finds that injunctive relief previously granted in the Temporary

Restraining Order (“TRO”) (Dkt. #14) should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under FED. R. CIV. P. 65. Evidence submitted in support of this Motion and in support of Plaintiff’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Plaintiff has a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted.

Specifically, Plaintiff has proved a *prima facie* case of trademark infringement because (1) the STUSSY Marks are distinctive and registered with the U.S. Patent and Trademark Office on the Principal Register; (2) Defendants are not licensed or authorized to use the STUSSY Marks; and, (3) Defendant’s use of the STUSSY Marks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with Plaintiff.

Furthermore, Defendants’ continued and unauthorized use of STUSSY’s Marks irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff’s reputation, loss of exclusivity and loss of future sales. Monetary damages fail to address such damage, and therefore Plaintiff has inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion caused by Defendants’ actions.

It is therefore ordered that:

- I. 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 enjoined and restrained from:
 - a. using the STUSSY 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 a genuine STUSSY product or not authorized by Plaintiff to be sold in connection with the STUSSY Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine STUSSY product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of STUSSY and approved by Plaintiff for sale under the STUSSY Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Products are those sold under the authorization, control or supervision of STUSSY, or are sponsored by, approved by, or otherwise connected with STUSSY;
- d. further infringing the STUSSY trademarks and damaging Plaintiff's goodwill;
- e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, or returning products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the STUSSY trademarks, or any reproductions, counterfeit copies or colorable imitations thereof; and
- f. using, linking to, transferring, selling, exercising control over, or otherwise owning or operating the infringing webstores, websites, or any other domain name that is being used to sell Counterfeit Products.

II. 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 enjoined and restrained from:

- a. Moving, destroying, or otherwise disposing of any items, merchandise or documents relating to the Counterfeit Products, Defendants' infringing webstores or websites, and/or Defendants' assets and operation; and
- b. Removing, destroying, or otherwise disposing of computer files, electronic files, business records, or documents relating to any of Defendants' infringing webstores, websites, assets, operations, or relating in any way to the manufacture, acquisition, purchase, distribution or sale of Counterfeit Products, or any reproduction, copy or colorable imitation of the STUSSY trademarks.

III. Each Defendant within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address; (b) all websites and online marketplace accounts on any platform that they own and/operate; (c) documents sufficient to show total revenues generated from the sale of items bearing the STUSSY trademarks on their websites and other online marketplaces, including but not limited to all Amazon, eBay, Wish, Ali Express, Alibaba, PayPal, Western Union, Payoneer, Worldfirst accounts; and (d) the steps taken by each Defendant to comply with paragraphs 1(a)–(g) and 2(a)–(b), above.

IV. Plaintiffs may immediately commence discovery by providing actual notice of this Order and an appropriate subpoena (if necessary) to any of the following parties: (1) Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them; (2) any online merchant platforms, banks, savings and loan associations, payment processors or other financial institutions, including without limitation, Amazon, eBay, Wish, Ali Express, AliBaba, PayPal, Inc., Western Union, Payoneer, Worldfirst, etc. or other merchant account providers, payment provider, third party processors, credit card associations

(i.e. MasterCard and VISA) that receive payments or hold assets on Defendants' behalf; and (3) any third party service providers, including without limitation, ISPs, back-end service providers, web designers, sponsored search engine or ad-word providers, shippers, domain name registrars, domain name registries or online third-party sellers who have provided services for Defendants (collectively, "Third Party Providers") and they shall, within ten (10) days after receipt of such notice, provide copies of all documents and records in such person or entity's possession or control relating to:

a. The identities and addresses of Defendants, their agents, servants, employees, confederates, and any persons acting in concert or participation with them and the locations and identities of Defendants' operations, including without limitation, identifying information associated with Defendants' infringing webstores websites and financial accounts;

b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the infringing websites and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to the infringing websites;

c. Defendants' infringing webstores, websites and any domain name registered by Defendants; and

d. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, Amazon, eBay, Wish, Ali Express, Alibaba, PayPal, Inc., Western Union, Payoneer, Worldfirst, or other merchant account providers, payment providers, third party processors, and credit card

associations (i.e., MasterCard and VISA).

V. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

VI. Amazon, eBay, Wish, Ali Express, Alibaba, and their affiliates shall, within five (5) business days of receipt of this Order, block any money transfers and funds from being transferred by the Defendants identified in Exhibit 2 of Plaintiff's Complaint until further ordered by this Court.

VII. PayPal, Inc., Payoneer, Worldfirst ("Payment Processors") shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants' infringing websites:

- a. locate all accounts and funds utilized by Defendants and the infringing websites, including any Payment Processor and accounts affiliated with the information listed in Exhibit 2 of Plaintiff's Complaint hereto; and
- b. restrain and enjoin any such accounts or funds from being transferred or disposed of until further ordered by this Court.

VIII. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants' infringing websites, shall within five (5) business days of receipt of this Order:

- a. locate all accounts and funds utilized by Defendants and the infringing websites, including any financial accounts affiliated with the information listed in Schedule A hereto; and
- b. restrain and enjoin any such accounts or funds from being transferred or disposed

of until further ordered by this Court.

IX. Plaintiff may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing and service of process pursuant to FED. R. CIV. P. 4(f)(3), by sending an e-mail to the e-mail addresses provided for Defendants by third parties hosting their webstores, such as Amazon, eBay, Wish, Ali Express, Alibaba, etc. Providing notice via e-mail, along with any notice that Defendants receive from webstore hosts and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present objections.

X. Upon two (2) days' written notice Plaintiff or on shorter notice as set by this Court, any Defendant may, upon proper showing, appear and move to dissolve or modify this Order upon an appropriate evidentiary showing by Defendant.

XI. The \$10,000 bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

DATED: March 17, 2021

A handwritten signature in dark ink, consisting of a large, loopy 'J' followed by a smaller 'A' and a period, all enclosed within a horizontal oval shape.

Jorge L. Alonso
United States District Court Judge

<u>Stussy Defendants 21-cv-467</u>			
Doe	Marketplace	Merchant Name	Def. E-mail
2	DH Gate	Weile_trade	prosche2016@hotmail.com
4	DH Gate	Topsneakermarket	linux_c_boy@163.com
5	DH Gate	Supportsport	1925298608@qq.com
6	DH Gate	Top_quality_shop	2738992886@qq.com
7	DH Gate	LikeJersey	likejersey888@hotmail.com
8	DH Gate	Onlinechat6	suyoujin2017@163.com
9	DH Gate	dhagatezuoyifan2	ruanyun21642@163.com
10	DH Gate	Store_shoe_sho	huashengwuliu07@163.com
11	DH Gate	cheapbasketballs	2593149170@qq.com
12	DH Gate	Loveshoes002	1411317141@qq.com
13	DH Gate	finejersey	finejersey888@hotmail.com
14	DH Gate	Sportsapp	493124092@qq.com
15	DH Gate	linfashionshoes1	lin18050560031@163.com
16	DH Gate	Nicejersey88	nicejersey888@hotmail.com
17	DH Gate	Shone568	13615933919@163.com
18	DH Gate	Cooljersey88	cooljersey888@hotmail.com
19	DH Gate	Nikeshoes01	piaoliulang95920@163.com
20	DH Gate	Shoes998866	408542977@qq.com
21	DH Gate	jeepsneakers	307842890@qq.com
22	DH Gate	Fashion3366	408542977@qq.com
23	DH Gate	Sneakers_whole	775840799@qq.com
24	DH Gate	sneakers wholesale	775840799@qq.com
25	DH Gate	Fiftydiscountstore	604706048@qq.com
26	DH Gate	Menluxuryshoes	604706048@qq.com
27	DH Gate	Man_designer_shoes	fashion_shoes123@163.com
28	DH Gate	Fashion3366	408542977@qq.com
29	DH Gate	jeepsneakers	307842890@qq.com
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