

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

LUXOTTICA GROUP S.p.A.,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-01175

Judge Jorge L. Alonso

Magistrate Judge Jeffrey Cummings

PRELIMINARY INJUNCTION ORDER



Plaintiff Luxottica Group S.p.A.’s (“Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A attached hereto (collectively, the “Seller Aliases”). After reviewing the Motion and the accompanying record, this Court grants the motion in part as follows.




The Court finds Plaintiff has provided notice to Defendants in accordance with the Temporary Restraining Order entered on March 22, 2022 [27] (“TRO”) and Federal Rule of Civil Procedure 65(a)(1).

The Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over the Defendants because the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that 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,

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces and Domain Names.

offer shipping to the United States, including Illinois, accept payment in U.S. dollars and have sold products using infringing and counterfeit versions of the Plaintiff's federally registered trademarks ("Plaintiff's Trademarks") to Illinois residents. A list of the Plaintiff's Trademarks is included in the below chart.

Registration Number	Trademark	Goods and Services
1,080,886	RAY-BAN	For: Ophthalmic products and accessories-namely, sunglasses; eyeglasses; spectacles; lenses and frames for sunglasses, eyeglasses, and spectacles in class 9.
2,718,485	RAY-BAN	For: Goods made of leather and imitation leather, namely, wallets, card cases for business cards, calling cards, name cards and credit cards in class 18. For: Clothing for men and women, namely, polo shirts; headgear, namely, berets and caps in class 25.
595,513	WAYFARER	For: Sun glasses in class 9.
1,537,974	CLUBMASTER	For: Sunglasses in class 9.
650,499		For: Sun glasses, shooting glasses, and ophthalmic lenses in class 9.
1,093,658		For: Ophthalmic products and accessories-namely, sunglasses; eyeglasses; spectacles; lenses and frames for sunglasses, eyeglasses, spectacles; and cases and other protective covers for sunglasses, eyeglasses, and spectacles in class 9.

1,726,955		For: Bags; namely, tote, duffle and all purpose sports bags in class 18. For: Cloths for cleaning ophthalmic products in class 21. For: Clothing and headgear; namely, hats in class 25.
1,320,460		For: Sunglasses and carrying cases therefor in class 9.
3,522,603		For: Sunglasses, eyeglasses, lenses for eyeglasses, eyeglasses frames, and cases for eyeglasses in class 9.

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff's previously granted Motion for Entry of a Temporary Restraining Order establishes that Plaintiff has demonstrated 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 RAY-BAN Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use any of the RAY-BAN Trademarks, and (3) Defendants' use of the RAY-BAN Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff. Furthermore, Defendants' continued and unauthorized use of the RAY-BAN

Trademarks 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 an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under or in active concert with them be preliminarily enjoined and restrained from:
 - a. using Plaintiff's 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 Ray-Ban Product or not authorized by Plaintiff to be sold in connection with Plaintiff's Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Ray-Ban Product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and
 - d. 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 Plaintiff's trademarks, including the Plaintiff's 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., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, within ten (10) business days of receipt of this Order, shall disable the Domain Names and make them inactive and untransferable until further ordered by this Court.
3. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the Online Marketplaces or 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 after receipt of such notice, provide to Plaintiff expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:
 - a. the identities and locations of Defendants, their agents, servants, employees, attorneys, and any persons acting in concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces, Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces and Domain Names; and

- c. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, Wish.com, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon Plaintiff’s request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within ten (10) business days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Plaintiff’s Trademarks.
5. Defendants shall not transfer or dispose of any money or other of Defendants’ assets in any of Defendants’ financial accounts.
6. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, shall, within ten (10) business days of receipt of this Order:
 - a. locate all accounts and funds connected to 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; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants’ assets until further ordered by this Court.

7. Plaintiff is authorized to issue expedited written discovery, pursuant to Federal Rules of Civil Procedure 33, 34 and 36, related to:
 - a. the identities and locations of Defendants, their agents, servants, employees, attorneys, and any persons acting in concert or participation with them, including all known contact information, including any and all associated e-mail addresses; and
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces, Domain Names and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces and Domain Names.
8. Plaintiff may provide notice of these proceedings to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), by electronically publishing a link to the Amended Complaint, this Order and other relevant documents on a website to which the Domain Names which are transferred to Plaintiff's control will redirect, and by sending an e-mail with a link to said website. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars 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 their objections.
9. Schedule A to the Complaint [2], Schedule A to the Amended Complaint [14], Exhibits 3 and 4 to the Declaration of Jason Groppe [19], [20], and the TRO [27] are unsealed.
10. Any Defendant that is subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and

Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.

11. 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: April 19, 2022

IT IS SO ORDERED.

A handwritten signature in dark ink, appearing to be 'JL Alonso', is written over a horizontal line. The signature is enclosed within a large, loopy oval shape.

Jorge L. Alonso
United States District Judge

**Luxottica Group S.p.A. v. The Partnerships and Unincorporated Associations Identified on
Schedule "A" - Case No. 22-cv-1175**

Schedule A

Defendant Online Marketplaces

No	URL	Name / Seller Alias
1	aliexpress.com/store/911124223	lanyanfashion Store
2	aliexpress.com/store/911177002	lanyan6 Store
3	aliexpress.com/store/911707200	DRC Store
4	amazon.com/sp?seller=A1CX1G9KVYA1WU	Embryform
5	amazon.com/sp?seller=A1QKAW9A6EU1U4	Arctic Star
6	amazon.com/sp?seller=A3IGMS7VAQBSCG	ZCBVO
7	amazon.com/sp?seller=A3U544OHNI6JY8	Wenzhou 101 trading co., ltd
8	amazon.com/sp?seller=AKUY9RC11KRRY	EUBUY
9	amazon.com/sp?seller=AM2XHNC2FI7RU	Sveizo-us
10	amazon.com/sp?seller=AQ5ICGGLWC5JB	Woodful
11	DISMISSED	DISMISSED

Defendant Domain Names

No	URL	Name / Seller Alias
12	raybaus.top	raybaus.top
13	rbadd.com	rbadd.com
14	rbbcf.com	rbbcf.com
15	rbbku.com	rbbku.com
16	rbbmj.com	rbbmj.com
17	rbfui.com	rbfui.com
18	rbguv.com	rbguv.com
19	rbidm.com	rbidm.com
20	rbihn.com	rbihn.com
21	rbjrt.com	rbjrt.com
22	rbkue.com	rbkue.com
23	rbmhz.com	rbmhz.com
24	rbmqn.com	rbmqn.com
25	rbmst.net	rbmst.net
26	rbmuy.com	rbmuy.com
27	rbngf.com	rbngf.com
28	rbnmd.com	rbnmd.com
29	rbnsx.com	rbnsx.com
30	rbnyh.com	rbnyh.com

31	rbpag.com	rbpag.com
32	rbpmp.com	rbpmp.com
33	rbpms.com	rbpms.com
34	rbpps.com	rbpps.com
35	rbppw.com	rbppw.com
36	rbpwg.com	rbpwg.com
37	rbqsn.com	rbqsn.com
38	rbqsy.com	rbqsy.com
39	rbrfv.com	rbrfv.com
40	rbrhu.com	rbrhu.com
41	rbrkd.com	rbrkd.com
42	rbrmy.com	rbrmy.com
43	rbrpo.com	rbrpo.com
44	rbrpz.com	rbrpz.com
45	rbrqt.com	rbrqt.com
46	rbsdww.com	rbsdww.com
47	rbsez.com	rbsez.com
48	rbstorea.xyz	rbstorea.xyz
49	rbstored.xyz	rbstored.xyz
50	rbstoref.xyz	rbstoref.xyz
51	rbstoreg.xyz	rbstoreg.xyz
52	rbstw.net	rbstw.net
53	rbsunglassie.xyz	rbsunglassie.xyz
54	rbsunglassin.xyz	rbsunglassin.xyz
55	rbtad.com	rbtad.com
56	rbucd.net	rbucd.net
57	rbuin.com	rbuin.com
58	rbvee.com	rbvee.com
59	rbwam.com	rbwam.com
60	rbwkn.com	rbwkn.com
61	rbwop.com	rbwop.com
62	rbxpe.net	rbxpe.net
63	rbypm.com	rbypm.com
64	rbysc.com	rbysc.com
65	rbysn.net	rbysn.net
66	rbytu.com	rbytu.com
67	rbzrt.com	rbzrt.com
68	replicaokleysunglasses.com	replicaokleysunglasses.com
69	atajodev.com	atajodev.com
70	beyoglukuruyemiscisi.com	beyoglukuruyemiscisi.com
71	brandedsunglassesfactory.biz	brandedsunglassesfactory.biz

72	buffalobil.com	buffalobil.com
73	cazinet.xyz	cazinet.xyz
74	chaeun-rental.com	chaeun-rental.com
75	danishtechonline.com	danishtechonline.com
76	dasrb.com	dasrb.com
77	dcorb.com	dcorb.com
78	dcsrb.com	dcsrb.com
79	dcvrb.com	dcvrb.com
80	dczrb.com	dczrb.com
81	digadoodle.com	digadoodle.com
82	dkcrb.com	dkcrb.com
83	dkerb.com	dkerb.com
84	englishwithniamh.com	englishwithniamh.com
85	epicgymsites.com	epicgymsites.com
86	glassesxo.com	glassesxo.com
87	helanaplast.com	helanaplast.com
88	igratyt.com	igratyt.com
89	izarduarte.com	izarduarte.com
90	jdcouk.com	jdcouk.com
91	jengapearl.com	jengapearl.com
92	juusbr.com	juusbr.com
93	kakyapohudel.com	kakyapohudel.com
94	lrbga.com	lrbga.com
95	lrbgs.com	lrbgs.com
96	lrbgv.com	lrbgv.com
97	lrbgx.com	lrbgx.com
98	lrbos.com	lrbos.com
99	lrbso.com	lrbso.com
100	lrbss.com	lrbss.com
101	lrbsv.com	lrbsv.com
102	lrbsw.com	lrbsw.com
103	lrbva.com	lrbva.com
104	lrbvb.com	lrbvb.com
105	lrbvc.com	lrbvc.com
106	lrbvd.com	lrbvd.com
107	lrbvp.com	lrbvp.com
108	lrbvv.com	lrbvv.com
109	lrbvw.com	lrbvw.com
110	lrbvx.com	lrbvx.com
111	lrbwx.com	lrbwx.com
112	lrbwz.com	lrbwz.com

113	lrbxa.com	lrbxa.com
114	lrbxb.com	lrbxb.com
115	lrbxc.com	lrbxc.com
116	lrbxe.com	lrbxe.com
117	lrbxm.com	lrbxm.com
118	lrbxs.com	lrbxs.com
119	lrbxv.com	lrbxv.com
120	lrbxw.com	lrbxw.com
121	lrbxz.com	lrbxz.com
122	lrbzd.com	lrbzd.com
123	lrbze.com	lrbze.com
124	lrbzl.com	lrbzl.com
125	lrbzs.com	lrbzs.com
126	lrbzt.com	lrbzt.com
127	lrbzv.com	lrbzv.com
128	lrbzw.com	lrbzw.com
129	lrbzx.com	lrbzx.com
130	lrbzy.com	lrbzy.com
131	lrbzz.com	lrbzz.com
132	matoakawake.com	matoakawake.com
133	myplatinumtvgh.com	myplatinumtvgh.com
134	mystationboutique.com	mystationboutique.com
135	nbmcomputers.com	nbmcomputers.com
136	ortodonciadrabustillo.com	ortodonciadrabustillo.com
137	pofooz.com	pofooz.com
138	ribencha.com	ribencha.com
139	ridagle.com	ridagle.com
140	rzrbs.com	rzrbs.com
141	solarlens.store	solarlens.store
142	somesun.shop	somesun.shop
143	sunglasscheap4u.com	sunglasscheap4u.com
144	suninsun.com	suninsun.com
145	thdtnebeo.com	thdtnebeo.com
146	trinathinfra.com	trinathinfra.com
147	vprbs.com	vprbs.com
148	wavecurlerik.com	wavecurlerik.com
149	zacrb.com	zacrb.com
150	zakenstudio.com	zakenstudio.com
151	zarucibuoni.com	zarucibuoni.com
152	zayamobilya.com	zayamobilya.com
153	zdcok.com	zdcok.com

154	zdkok.com	zdkok.com
155	zdook.com	zdook.com
156	zdxrb.com	zdxrb.com
157	zesrb.com	zesrb.com
158	zevrb.com	zevrb.com
159	zkcrb.com	zkcrb.com
160	zkorb.com	zkorb.com
161	zksrb.com	zksrb.com
162	zkvrb.com	zkvrb.com
163	zkwrb.com	zkwrb.com
164	zkxrb.com	zkxrb.com
165	zozrb.com	zozrb.com
166	zsorb.com	zsorb.com
167	zvarb.com	zvarb.com
168	zvbrb.com	zvbrb.com
169	zvcrb.com	zvcrb.com
170	zvorb.com	zvorb.com
171	zvsrb.com	zvsrb.com
172	zvxrb.com	zvxrb.com
173	zwcrb.com	zwcrb.com
174	zwpzgvsc.com	zwpzgvsc.com