

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

KENZO SA,

Plaintiff,

v.

SHOPKENZO.COM AND THE
INDIVIDUALS AND ENTITIES OPERATING
SHOPKENZO.COM,

Defendants.

Case No. 22-cv-02442

Judge Edmond E. Chang

Magistrate Judge Jeffrey T. Gilbert


PRELIMINARY INJUNCTION ORDER

THIS CAUSE being before the Court on Plaintiff Kenzo SA's ("Kenzo") Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff's Motion for Entry of a Preliminary Injunction in its entirety against the fully interactive, e-commerce stores¹ operating under the seller aliases identified on Schedule A to the Amended Complaint and attached hereto (collectively, the "Seller Aliases").

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, 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, on information and belief, have sold products bearing unauthorized copies of the Kenzo Copyrighted Designs, including: "EYES Print-1" (U.S. Copyright Registration No. VA 1-833-

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

770), “EYES Print-2” (U.S. Copyright Registration No. VA 1-833-909), “EYES Print-3” (U.S. Copyright Registration No. VA 1-833-779), and “Tiger Head” (U.S. Copyright Registration No. VA 1-852-716), and/or using infringing and counterfeit versions of the KENZO Trademarks (a list of which is included in the chart below) to residents of Illinois.

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
1,402,956	KENZO	July 29, 1986	For: eyeglasses; sunglasses; eyeglass and sunglass frames; and eyeglass and sunglass cases in class 9.
1,337,815	KENZO	May 28, 1985	For: articles made from leather-namely, hand-bags and tote bags, wallets, purses in class 18. For: bed covers; bath, bed linens in class 24.
1,214,902	KENZO	November 2, 1982	For: articles of clothing-namely, dresses, coats, trousers, blouses, shirts, lingerie, pants, tee-shirts, footwear, scarves in class 25.
4,570,470			For: sunglasses; cases for mobile phones; holder designed for mobile phones, namely, hands-free devices for mobile phones; bags adapted for laptops in class 9. For: jewelry, namely, earrings, bracelets, necklaces, watches in class 14.

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
		July 22, 2014	<p>For: handbags; wallets, purses in class 18.</p> <p>For: bath linen; bath towels of textile in class 24.</p> <p>For: clothing and underwear, namely, shirts; T-shirts, pullovers, dresses, trousers, coats, jackets, scarves, gloves, socks, bathing suits, pajamas, footwear, headgear, namely, caps, hats in class 25.</p>

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order (“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 Kenzo’s previously granted Motion for Entry of a Temporary Restraining Order establishes that Kenzo has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Kenzo will suffer irreparable harm if the injunction is not granted. Specifically, Kenzo has proved a *prima facie* case of trademark infringement because (1) the KENZO 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 KENZO Trademarks, and (3) Defendants’ use of the KENZO Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with Kenzo. Furthermore, Defendants’ continued and

unauthorized use of the KENZO Trademarks irreparably harms Kenzo through diminished goodwill and brand confidence, damage to Kenzo's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Kenzo 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. As such, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and other persons acting in active concert or participation with them be preliminarily enjoined and restrained from:
 - a. using the KENZO 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 Kenzo product or not authorized by Kenzo to be sold in connection with the KENZO Trademarks;
 - b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Kenzo Copyrighted Designs in any manner without the express authorization of Kenzo;
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Kenzo product or any other product produced by Kenzo, that is not Kenzo's or not produced under the authorization, control or supervision of Kenzo and approved by Kenzo for sale under the KENZO Trademarks and/or the Kenzo Copyrighted Designs;
 - d. committing any acts calculated to cause consumers to believe that Defendants' Unauthorized Kenzo Products are those sold under the authorization, control or supervision of Kenzo, or are sponsored by, approved by, or otherwise connected with Kenzo;

- e. further infringing the KENZO Trademarks and/or the Kenzo Copyrighted Designs and damaging Kenzo's goodwill; and
 - f. 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 Kenzo, nor authorized by Kenzo to be sold or offered for sale, and which bear any of Kenzo's trademarks, including the KENZO Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Kenzo Copyrighted Designs.
2. The domain name registries for the Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliis Limited, CentralNic, Nominet, and the Public Interest Registry, within seven (7) calendar days of receipt of this Order, shall, at Kenzo's choosing:
- a. unlock and change the registrar of record for the Domain Names to a registrar of Kenzo's selection until further ordered by this Court; or
 - b. disable the Domain Names and make them inactive and untransferable until further ordered by this Court.
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 seven (7) calendar days of receipt of this Order, shall take any steps necessary to transfer the Domain Names to a registrar account of Kenzo's selection so that the Domain Names can be redirected or disabled until further ordered by this Court.
4. Upon Kenzo'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 Seller Aliases 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”), DHgate, and Walmart, Inc. (“Walmart”) (collectively, the “Third Party Providers”) shall, within seven (7) calendar days after receipt of such notice, provide to Kenzo expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

- a. the identities and locations of Defendants, their agents, servants, employees, confederates, 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 Seller Aliases, Domain Names, and Defendants’ financial accounts, as well as providing a full accounting of Defendants’ sales and listing history related to their respective Seller Aliases and Domain Names; and
- c. 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, PayPal Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Amazon Pay, Wish.com, Walmart, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

5. Upon Kenzo's request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar 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 KENZO Trademarks and/or which bear the Kenzo Copyrighted Designs.
6. Defendants shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
7. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, and Amazon Pay, shall within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' Seller Aliases 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.
8. Kenzo is authorized to issue expedited written discovery, pursuant to the Federal Rules of Civil Procedure 33, 34 and 36, related to:
 - a. the identities and locations of Defendants, their agents, servants, employees, confederates, 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 Seller Aliases, Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Seller Aliases and Domain Names.

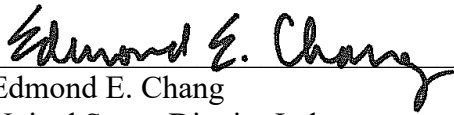
Kenzo is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within ten (10) business days of being served via e-mail.

9. Kenzo may provide notice of these proceedings to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, 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 Kenzo's control will redirect, or by sending an e-mail to the Defendants that includes a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of "shopkenzo.com and the individuals and entities operating shopkenzo.com," that shall apply to all Defendants. The combination of providing notice via electronic publication and 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.
10. Schedule A to the Complaint [2] and Amended Complaint [14], Exhibits 3 and 4 to the Declaration of Nicolas Lambert [19], [20], and the TRO [25] are unsealed.
11. Any Defendants that are 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.

12. The \$1,000 bond posted by Kenzo shall remain with the Court until a Final disposition of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

Dated: June 2, 2022



Edmond E. Chang
United States District Judge

**KENZO SA v. The Partnerships and Unincorporated Associations Identified on Schedule "A" - Case No.
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Schedule A

Defendant Domain Names		
No	URL	Name / Seller Alias
1	shopkenzo.com	shopkenzo.com