

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

KENZO SA,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-02647

Judge Sharon Johnson Coleman

Magistrate Judge Beth W. Jantz


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 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 Online Marketplaces 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 affiliates, officers, agents, servants, employees, attorneys, confederates, and all other persons acting for, with, by, through, under or 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., Afilias 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 Online Marketplaces 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"), Etsy, Inc. ("Etsy"), 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 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, 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, DHgate, 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, Etsy, DHgate, and Amazon Pay, shall within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants and the 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.
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 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.

Kenzo is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within three (3) 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 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 "The Partnerships and Unincorporated Associations Identified on Schedule "A"" that shall apply to all Defendants. 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.
- 10. Schedule A to the Complaint [2], Exhibits 3 and 4 to the Declaration of Nicolas Lambert [17], [18], 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 \$10,000 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: July 5, 2022

A handwritten signature in black ink, appearing to read 'Sharon Johnson Coleman', written over a horizontal line.

Sharon Johnson Coleman
United States District Judge

KENZO SA v. The Partnerships and Unincorporated Associations Identified on Schedule "A" - Case No. 22-cv-02647

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	aliexpress.com/store/1180464	YiRuiSen Official Store
2	aliexpress.com/store/1725394	Leisure fashionistas Fitness Store
3	aliexpress.com/store/1800605	KINE PANDA Official Store
4	aliexpress.com/store/1808063	Ka Shang Men Store
5	aliexpress.com/store/2843041	YAMY ViaVeritasVita Store
6	aliexpress.com/store/2931113	kenbuy Store
7	aliexpress.com/store/3018194	Mi xuan Baby Store
8	aliexpress.com/store/4424205	618 Store
9	aliexpress.com/store/4576020	MT-CS Baby Store
10	aliexpress.com/store/4643022	Shop4643022 Store
11	aliexpress.com/store/5018120	YUNEE Store
12	aliexpress.com/store/5031183	FQ Store
13	aliexpress.com/store/5049333	Shop5049333 Store
14	aliexpress.com/store/5371331	RONGLAI Store
15	aliexpress.com/store/5615273	Samlona Apparel Store
16	aliexpress.com/store/5730029	Shop5730029 Store
17	aliexpress.com/store/5779727	Shop5779727 Store
18	aliexpress.com/store/5869650	Democratic Store
19	aliexpress.com/store/5877903	Yu-business Store
20	aliexpress.com/store/5886604	CHANELDDA Store
21	aliexpress.com/store/5889608	Shop5889608 Store
22	aliexpress.com/store/910369166	CQ Patch Store
23	aliexpress.com/store/910432061	CZKShopNO.2 Store
24	aliexpress.com/store/910447243	BBTSfinish (BAIBANG) Store
25	aliexpress.com/store/910635004	Shop910635004 Store
26	aliexpress.com/store/910939028	Shop910939028 Store
27	aliexpress.com/store/910975072	Shop910975072 Store
28	aliexpress.com/store/911093026	Keai Store
29	aliexpress.com/store/911109322	wbcwhl Store
30	aliexpress.com/store/911126056	ZFGHSHYQ Store
31	aliexpress.com/store/911338170	SkySports Store
32	aliexpress.com/store/911349023	Shop911349023 Store
33	aliexpress.com/store/911417025	Shop911417025 Store

34	aliexpress.com/store/911443133	FJ&LUK HOUSE JX Store
35	aliexpress.com/store/911562177	becoci baichangda Store
36	aliexpress.com/store/911599549	xitelaibaoB Store
37	aliexpress.com/store/911708102	XIN HE Store
38	aliexpress.com/store/911737110	Wild yak Store
39	aliexpress.com/store/911747889	BK007 Clothes Store
40	aliexpress.com/store/911753187	Little Bamboo Store
41	aliexpress.com/store/911764397	100% cotton T-shirt 39 Store
42	aliexpress.com/store/911768315	100% cotton T-shirt 30 Store
43	aliexpress.com/store/911772291	100% cotton T-shirt 38 Store
44	aliexpress.com/store/911774015	Amboli Digital Store
45	aliexpress.com/store/911788821	Made in Chinas Store
46	aliexpress.com/store/911819042	Fasly Store
47	aliexpress.com/store/911819482	Houthion Blouse Store
48	aliexpress.com/store/911842233	brandshoes Store
49	aliexpress.com/store/911843008	the real 001 Store
50	aliexpress.com/store/911867071	zganglinjie Store
51	aliexpress.com/store/911908162	Very good T-shirt 200 Store
52	aliexpress.com/store/911928025	MT-CS Dropshipping Store
53	aliexpress.com/store/911929983	138792aaq Store
54	aliexpress.com/store/911932758	Wu Taihao Store
55	aliexpress.com/store/911935541	100 cotton-tshirts Store
56	aliexpress.com/store/911935956	Andy-7758528 Store
57	aliexpress.com/store/911941022	Houthion Shirt Store
58	aliexpress.com/store/912027153	new 100%cotton Tshirt Store
59	aliexpress.com/store/912030272	100% cotton T-shirt 122 Store
60	aliexpress.com/store/912031127	cotton T-shirt old Store
61	aliexpress.com/store/912065032	YiRuiSen Factory Store
62	aliexpress.com/store/912065217	designerkidsfashion Store
63	aliexpress.com/store/912126054	100 cotton- tshirts Store
64	aliexpress.com/store/912159239	100% Cotton T-shirts UU Store
65	aliexpress.com/store/912162233	100% Cotton T-shirts II Store
66	aliexpress.com/store/912173508	HBDangMai Store
67	aliexpress.com/store/912178519	zenghaolin190311 Store
68	aliexpress.com/store/912184987	WH9899999 Store
69	aliexpress.com/store/912187253	tianxiang666 Store
70	aliexpress.com/store/912243342	Drysdale Sneakers Store
71	aliexpress.com/store/912567098	haohaoxuexi Store
72	aliexpress.com/store/912726092	wanmei123 Store
73	aliexpress.com/store/912604017	Nicehat Store
74	aliexpress.com/store/912183311	shop 91110105mb Store

75	amazon.com/sp?seller=A3QW5KBKNHUGB5	YVONNE COZY SHOP
76	baseballrodent.com	baseballrodent.com
77	descobrirtraicao.com	descobrirtraicao.com
78	theunhumansideofcorona.com	theunhumansideofcorona.com
79	viengchampatouronline.com	viengchampatouronline.com
80	vudovi.com	vudovi.com

Defendant Domain Names		
No	URL	Name / Seller Alias
81	nuerahha.com	nuerahha.com
82	plomberie-quere.com	plomberie-quere.com
83	laurareflected.com	laurareflected.com
84	agencepsd.com	agencepsd.com
85	tnr-home.com	tnr-home.com
86	harrypotterforo.com	harrypotterforo.com
87	noticiasnube.com	noticiasnube.com
88	moshaworld.com	moshaworld.com
89	kenzosingapore.com	kenzosingapore.com
90	kenzomarches.com	kenzomarches.com
91	kzclothings.store	kzclothings.store
92	kzstreetwear.store	kzstreetwear.store
93	kzclothstyle.store	kzclothstyle.store
94	khangrinepal.com	khangrinepal.com
95	jag-ranch.com	jag-ranch.com
96	afl-rubberhose.com	afl-rubberhose.com
97	eerunner.com	eerunner.com
98	marinefisharabia.com	marinefisharabia.com
99	kenzosaleaustralia.com	kenzosaleaustralia.com
100	kenzonewzealand.com	kenzonewzealand.com
101	ticedep.com	ticedep.com
102	bjjmyanmar.com	bjjmyanmar.com
103	kzclothes.store	kzclothes.store
104	carasixpack.com	carasixpack.com