

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

LEVI STRAUSS & CO.,

Plaintiff,

v.

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

Defendants.

Case No. 22-cv-03226

Judge Elaine E. Bucklo

Magistrate Judge Gabriel A. Fuentes



PRELIMINARY INJUNCTION ORDER



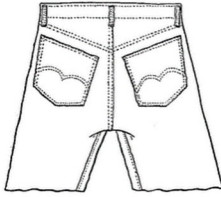
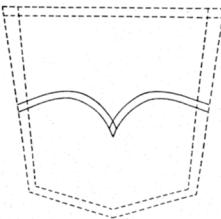

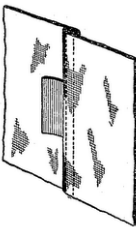

THIS CAUSE being before the Court on Plaintiff Levi Strauss & Co.’s (“LS&Co.” or “Plaintiff”) Motion for Entry of a Preliminary Injunction, and this Court having heard the evidence before it hereby GRANTS Plaintiff’s Motion for Entry of a Preliminary Injunction in its entirety against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (the “Seller Aliases”).

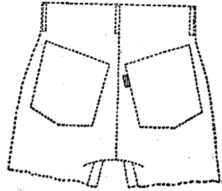
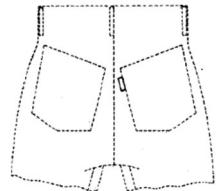
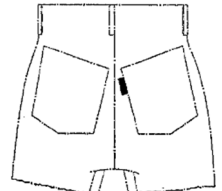
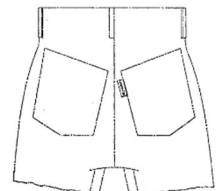
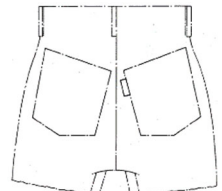

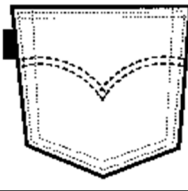

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce 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, have sold products using infringing and counterfeit versions of LS&Co.’s federally registered






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

trademarks (the “LEVI’S Trademarks”) to residents of Illinois. A list of the LEVI’S Trademarks is included in the below chart.

REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE	GOODS AND SERVICES
1,140,011	LEVI’S	September 30, 1980	For garments-namely, pants, shirts, and shorts in class 025.
1,124,018	LEVI’S	August 14, 1979	For purses, denim shopping bags, back packs, duffle bags, briefcase portfolios, key cases and wallets in class 018. For belts, hats, caps, visors, and shoes in class 025.
1,130,486	LEVI’S	February 5, 1980	For socks in class 025.
4,660,979	LEVI’S	December 23, 2014	For underwear in class 025.
250,265	Levi’s	December 4, 1928	For jeans in class 025.
581,610	LEVI’S	October 27, 1953	For men's, women's and children's overalls, jackets, outer shirts, slacks, and pants; skirts in classes 025.
2,320,789		February 22, 2000	For clothing, namely, men's, women's and children's pants, slacks, trousers, jeans, shorts, overalls, shirts, t-shirts, vests, skirts, jackets, coats, sweaters, sweatshirts, hats and shoes in class 025.
849,437		May 21, 1968	For trousers, jackets, shorts, shirts, skirts in class 025.

1,135,196		May 13, 1980	For garments-namely, pants in class 025.
928,351		February 1, 1972	For men's, women's and children's pants, jackets in class 025.
404,248		November 16, 1943	For waistband type overalls in class 025.
1,139,254		September 2, 1980	For pants, jackets, skirts, and shorts in class 025.
2,794,649		December 16, 2003	For pants, jeans, shorts, skirts, and jackets in class 025.
356,701		May 10, 1938	For pants of the patch-pocket type worn by men, women and children in class 025.
516,561		October 18, 1949	For men's, women's and children's jeans and jackets in class 025.

577,490		July 21, 1953	For jeans in class 025.
720,376		August 22, 1961	For pants in class 025.
774,625		August 4, 1964	For garments, particularly trousers in class 025.
775,412		August 18, 1964	For garments, particularly trousers in class 025.
1,157,769		June 16, 1981	For trousers in class 025.
2,726,253		June 17, 2003	For clothing, namely, shirts in class 025.
2,791,156		December 9, 2003	For pants, jeans, shorts, skirts and jackets in class 025.
523,665		April 11, 1950	For men's, women's, boys', and girls' trousers in class 025.

1,044,246		July 20, 1976	For shoes in class 025.
4,576,208		July 29, 2014	For jackets; jeans; pants; t-shirts; vests in class 025.
1,030,033		January 13, 1976	For wallets in class 018.
1,095,986		July 11, 1978	For luggage-namely, back packs, shoulder bags, and purses in class 018. For caps in class 025.
1,140,853		October 28, 1980	For garments-namely, pants, jackets, overalls and shoes in class 025.
1,313,554	505	January 8, 1985	For pants in class 025.
1,319,462	517	February 12, 1985	For pants in class 025.
1,552,985	501	August 22, 1989	For jeans in class 025.
2,503,976	569	November 6, 2001	For jeans and pants in class 025.
4,053,137	550	November 8, 2011	For jeans; pants; shorts in class 025.

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 LS&Co.’s

previously granted Motion for Entry of a Temporary Restraining Order establishes that LS&Co. has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that LS&Co. will suffer irreparable harm if the injunction is not granted. Specifically, LS&Co. has proved a *prima facie* case of trademark infringement because (1) the LEVI'S 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 LEVI'S Trademarks, and (3) Defendants' use of the LEVI'S Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with LS&Co. Furthermore, Defendants' continued and unauthorized use of the LEVI'S Trademarks irreparably harms LS&Co. through diminished goodwill and brand confidence, damage to LS&Co.'s reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, LS&Co. 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 persons acting for, with, by, through, under or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the LEVI'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 LEVI'S® brand product or not authorized by LS&Co. to be sold in connection with the LEVI'S Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine LEVI'S® brand product or any other product produced by LS&Co., that is not LS&Co.'s or not produced under the authorization, control or supervision of LS&Co. and approved by LS&Co. for sale under the LEVI'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 LS&Co., or are sponsored by, approved by, or otherwise connected with LS&Co.;
 - d. further infringing the LEVI'S Trademarks and damaging LS&Co.'s goodwill; and
 - e. 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 LS&Co., nor authorized by LS&Co. to be sold or offered for sale, and which bear any of LS&Co.'s trademarks, including the LEVI'S Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof.
2. Upon LS&Co.'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, 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"), Walmart, Inc. ("Walmart"), Etsy, Inc. ("Etsy"), and DHgate.com ("DHgate") (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to LS&Co. 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 affiliates, officers, 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 and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces; 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, Etsy, Walmart, DHgate, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
3. Upon LS&Co.'s request, those with notice of the injunction, including the Third Party Providers as defined in Paragraph 2, 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 LEVI'S Trademarks.

4. Defendants shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
5. 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' Seller Aliases and Online Marketplaces, 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.
6. LS&Co. 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 affiliates, officers, 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 and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces.

LS&Co. 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.

7. LS&Co. 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 and by sending an e-mail to the e-mail addresses identified in Exhibit 2 to the Declaration of Zachary Toczynski and any e-mail addresses provided for Defendants by third parties 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 all other Defendants identified in the Complaint” 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 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.
8. Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Zachary Toczynski [13], and the TRO [23] are unsealed.
9. 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.

10. The \$10,000 bond posted by LS&Co. 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 27, 2022

A handwritten signature in black ink, reading "Elaine E. Bucklo", is written over a horizontal line.

Elaine E. Bucklo
United States District Judge

**Levi Strauss & Co. v. The Partnerships and Unincorporated Associations Identified on Schedule "A" -
Case No. 22-cv- 03226**

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	cn1526803301ilbb.en.alibaba.com	Cixi Luoyou Trading Co., Ltd.
2	divitanci.en.alibaba.com	Quanzhou Divitanci Trading Co., Ltd.
3	furboots.en.alibaba.com	Zaoqiang County Feifeng Fur Co., Ltd.
4	fxla.en.alibaba.com	Guangzhou Xiongba International
5	goldzb.en.alibaba.com	Hangzhou Golden Landmark Cultural Creativity Co., Ltd.
6	hmsks2.en.alibaba.com	Xiamen 10trees Network Technology Co., Ltd.
7	hzbiaoyuan.en.alibaba.com	Hangzhou Biao Yuan Trading Co., Ltd.
8	jhzhenhua.en.alibaba.com	Jinhua Zhenhua Import & Export Trading Co., Ltd.
9	ke777.en.alibaba.com	Quanzhou Kecheng Information Technology Co., Ltd.
10	lttrade1688.en.alibaba.com	Shanghai Liangtang Trading Co., Ltd.
11	redaibuluo.en.alibaba.com	Quanzhou Redaibuluo Trade Co., Ltd.
12	ywxinyugarment.en.alibaba.com	Yiwu Xinyu Garment Co., Ltd.
13	zhiboec.en.alibaba.com	Taizhou Zhibo E-Commerce Co., Ltd.
14	aliexpress.com/store/1100626411	Shop625901 Store
15	aliexpress.com/store/1100722210	NAUSK Luck Store
16	aliexpress.com/store/1100748082	Shop839177 Store
17	aliexpress.com/store/1100982608	Top Shoes Home
18	aliexpress.com/store/1101231126	High Quality . Store
19	aliexpress.com/store/1101291285	Shop4240004 Store
20	aliexpress.com/store/1101304122	Wenlinhengshengjiu Trading Co., Ltd. Store
21	aliexpress.com/store/1101328169	GMMX-lucky Store
22	aliexpress.com/store/1101330274	Starflash Store 2
23	aliexpress.com/store/1101345004	Shop5148049 Store
24	aliexpress.com/store/1101351419	HKXN LWZ Store
25	aliexpress.com/store/1101351882	DropShipping high quality 66 Store
26	aliexpress.com/store/1101374708	Sexy lingerie clubwear Store 2
27	aliexpress.com/store/1101383237	Shop5735065 Store
28	aliexpress.com/store/1101401417	Shop5876666 Store
29	aliexpress.com/store/1101405830	Woman Street Store
30	aliexpress.com/store/1101437584	Shop5012221 Store

31	aliexpress.com/store/1101462634	Newnew Trendy Store
32	aliexpress.com/store/1101493070	Shop900252495 Store
33	aliexpress.com/store/1101547225	GXMHDD GXMHDD Store
34	aliexpress.com/store/1101595111	Shop911264193 Store
35	aliexpress.com/store/1101646807	Shop911565322 Store
36	aliexpress.com/store/1101674736	Dropshipping official Store
37	aliexpress.com/store/1101739766	Filsika Store 2
38	aliexpress.com/store/1101766242	17tesco Store
39	aliexpress.com/store/1101779581	hh001 Store
40	aliexpress.com/store/1101816611	xixizhuanmai Store
41	aliexpress.com/store/1101868602	Good Luck-Coming Shoe factory Store
42	aliexpress.com/store/1101870442	CHENSUN dropshipping Store
43	aliexpress.com/store/1101871548	Danna trendy shop Store
44	aliexpress.com/store/1101877371	fangpu Store
45	aliexpress.com/store/1101930655	DAY-DAY UP Store
46	aliexpress.com/store/1101940185	Mu Mu's wardrobe Store
47	aliexpress.com/store/1101941539	Shop912624732 Store 2
48	aliexpress.com/store/1101959270	NYBYCACL 2 shoe Store
49	aliexpress.com/store/1101983809	Shop1100063025 Store
50	aliexpress.com/store/1102008541	JIAFEIYA Official Store
51	aliexpress.com/store/1102016107	DIDA Shoes Store
52	aliexpress.com/store/1102017339	Shop1100225500 Store
53	aliexpress.com/store/1102022085	DropShipping doghc Store Store
54	aliexpress.com/store/1102025446	ZLMIAO SHZHANG ZLMIAO SHZHANG Store
55	aliexpress.com/store/1102030675	Shop1100274004 Store
56	aliexpress.com/store/1102031636	BKQU Store
57	aliexpress.com/store/1102031783	fashion shoe 8888 Store
58	aliexpress.com/store/1102035130	JMM SHOE Store
59	aliexpress.com/store/1102038521	Shop1100332026 Store
60	aliexpress.com/store/1102045846	Shop1100345515 Store
61	aliexpress.com/store/1149421	CHICKEN TOE Trendy clothes Store
62	aliexpress.com/store/122953	Unique Rainbow Shoe bag Store
63	aliexpress.com/store/1765037	CHICKEN TOE Dances gown Store Store
64	aliexpress.com/store/2934053	HAYBLST WL Store
65	aliexpress.com/store/302662	FZNYL Official Store
66	aliexpress.com/store/3134020	Xue Store
67	aliexpress.com/store/4607007	Wenlinhengshengjiu Trading Co., Ltd. Store 2
68	aliexpress.com/store/4655030	BUMPERCROP Official Store
69	aliexpress.com/store/4992462	brc1978 Store
70	aliexpress.com/store/5058353	Starflash Store
71	aliexpress.com/store/5122081	Shop5122081 Store

72	aliexpress.com/store/5262183	yilie Store
73	aliexpress.com/store/5618047	Sexy lingerie clubwear Store
74	aliexpress.com/store/5735065	Shop5735065 Store 2
75	aliexpress.com/store/900243020	Peatutoor Global purchase Store
76	aliexpress.com/store/900252495	Shop900252495 Store 2
77	aliexpress.com/store/900254338	XinRanAE001 Store
78	aliexpress.com/store/910459126	AVN Store
79	aliexpress.com/store/910569076	OKKDEY YangXX Store
80	aliexpress.com/store/910901030	A-007 Store
81	aliexpress.com/store/911018031	ANSZKTN Garments Store
82	aliexpress.com/store/911240092	FIVEEYES Store
83	aliexpress.com/store/911462038	DonsignetVogue Store
84	aliexpress.com/store/911522144	LUCK 007 Store
85	aliexpress.com/store/911565322	Shop911565322 Store 2
86	aliexpress.com/store/911689117	jiuyaoda Store
87	aliexpress.com/store/911709267	A HUANGHUANG'S store Store
88	aliexpress.com/store/911712341	Dropshipping official Store 2
89	aliexpress.com/store/911753744	BOGUO369 Store
90	aliexpress.com/store/911875017	Filsika Store
91	aliexpress.com/store/911930847	Zhejiang Taizhou Store
92	aliexpress.com/store/911934337	Shop911934337 Store
93	aliexpress.com/store/911937642	BHY Coisini shoe Store
94	aliexpress.com/store/911970255	Donsignet Clothes Store
95	aliexpress.com/store/912072068	WDS-100 points Store
96	aliexpress.com/store/912074357	FYGJHW Store
97	aliexpress.com/store/912185666	Steff Jobs Store
98	aliexpress.com/store/912226152	YTMLOY Store
99	aliexpress.com/store/912252299	QUANZHOU UP Store
100	aliexpress.com/store/912343495	Somnr18 Store
101	aliexpress.com/store/912470424	Celinalc Store
102	aliexpress.com/store/912568101	Nicolas888 Store
103	aliexpress.com/store/912583334	Rtc66 Store
104	aliexpress.com/store/912622750	YLTCXM Store
105	aliexpress.com/store/912624732	Shop912624732 Store
106	aliexpress.com/store/912626693	Shop912626693 Store
107	aliexpress.com/store/912738397	Shoe explorer Store
108	aliexpress.com/store/910336270	LYSA Store
109	amazon.com/sp?seller=A1M87NG25LUW3B	HOUSEJIA
110	amazon.com/sp?seller=AZCBBKROVSIVD	Jihengholder
111	dhgate.com/store/20325535	fitzgerald10 Store
112	dhgate.com/store/20325817	fabian05 Store
113	dhgate.com/store/20717069	loral Store
114	dhgate.com/store/21088155	bigchange Store

115	dhgate.com/store/21088277	synthetic Store
116	dhgate.com/store/21136054	siensofo Store
117	dhgate.com/store/21161336	suiyuan99 Store
118	dhgate.com/store/21271151	stussyboy Store
119	dhgate.com/store/21271466	evisuboy Store
120	dhgate.com/store/21582348	fsk06 Store
121	dhgate.com/store/21582596	loveclothingfz3 Store
122	dhgate.com/store/21608007	xxlf Store
123	dhgate.com/store/21622962	catherine002 Store
124	dhgate.com/store/21628355	lw0629 Store
125	dhgate.com/store/21631224	gaoshangs Store
126	dhgate.com/store/21631234	jinjingba Store
127	dhgate.com/store/21631235	wuyanzus Store
128	dhgate.com/store/21631291	songyihao Store
129	dhgate.com/store/21634462	buoyantrade Store
130	dhgate.com/store/21634527	lianlizhi Store
131	dhgate.com/store/21634985	suansunye Store
132	dhgate.com/store/21634988	yutougui Store
133	dhgate.com/store/21634998	huiguorou Store
134	dhgate.com/store/21635031	qiezizi Store
135	dhgate.com/store/21635045	wangyiboo Store
136	dhgate.com/store/21635128	gantangong Store
137	dhgate.com/store/21635239	weiyiy Store
138	dhgate.com/store/21635282	luolinko Store
139	dhgate.com/store/21635385	weiquanlo Store
140	dhgate.com/store/21648597	diydhgates Store
141	dhgate.com/store/21661152	xmlongbida Store
142	dhgate.com/store/21663578	langquancos Store
143	dhgate.com/store/21718543	Isoikbvzqc335 Store
144	dhgate.com/store/21728274	fashiondemon Store
145	dhgate.com/store/21754738	clothkkxx Store
146	dhgate.com/store/21765291	mrc888 Store
147	dhgate.com/store/21767403	newtodaynew Store
148	dhgate.com/store/21768586	minclothes Store
149	dhgate.com/store/21772135	dhbaosure Store
150	dhgate.com/store/21772143	saringbaodian Store
151	ebay.com/usr/2011-shoppinglife	2011-shoppinglife
152	ebay.com/usr/alwaystrustful	alwaystrustful
153	ebay.com/usr/homedytools2019	homedytools2019
154	ebay.com/usr/lemonroom66	lemonroom66
155	ebay.com/usr/lightyourheart-9	lightyourheart-9
156	ebay.com/usr/loveshoppingcs	loveshoppingcs
157	ebay.com/usr/mangoshopno.1	mangoshopno.1

158	ebay.com/usr/moneymoneymall	moneymoneymall
159	ebay.com/usr/preferentialseller	preferentialseller
160	ebay.com/usr/savemoney_online	savemoney_online
161	ebay.com/usr/shoppinglifetime	shoppinglifetime
162	ebay.com/usr/sunmoonstar66	sunmoonstar66
163	ebay.com/usr/warmhome4you	warmhome4you
164	ebay.com/usr/winwinshops	winwinshops
165	wish.com/merchant/5405366a1d2d435c5430033b	Cheap Cheapness
166	wish.com/merchant/5a5f00a85349203e75bda2f9	fanfan5156
167	wish.com/merchant/5e46528b77b5b51d80567d66	shicuili1298