

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

SNEAKER MATCH, LLC,
an Arizona Limited Liability Company,

Plaintiff,

Case No.: 21-cv-05927

v.

JOHN DOES 1-10,

Defendants.

DECLARATION OF ALEJANDRO RODRIGUEZ

I, Alejandro Rodriguez, declare and state as follows:

1. This declaration is based upon my personal knowledge of the facts stated herein or on the business records that were made at the time or in the regular course of business. If called as a witness, I could and would testify to the statements made herein.

2. The idea and execution of the Sneaker Match Tees business was entirely mine. I am the sole member of Sneaker Match LLC and operate all aspects of the business. I am responsible for developing, managing, and handling all aspects of the Sneaker Match Intellectual Property portfolio including all Sneaker Match Marks and proprietary designs. I am knowledgeable about or have access to business records concerning all information referenced herein, including, but not limited to, Sneaker Match's trademarks, copyrights, other intellectual property, sales, on-line sales, advertising, marketing, media coverage and anti-counterfeiting activities. I make this declaration from matters within my own knowledge save where otherwise stated.

3. The Sneaker Match business began in June of 2014 based on the unique business concept of selling t-shirts customized to coordinate with popular sneakers online via the

www.sneakermatchtees.com website (“Sneaker Match Website”). The Sneaker Match business model has been a wild success. Sneaker Match has sold products including t-shirts, sweatshirts, hats, and recently, face masks, (collectively, the “Sneaker Match Products”) on its website throughout the United States and Internationally. The Sneaker Match business has grown based on its online presence and reputation.

4. The majority of Sneaker Match’s site traffic is a result of organic shirt traffic as opposed to paid advertising. Sneaker Match is a global business with online retail services via a state-of-the-art website and marketing and advertising online across social media channels.

5. The Sneaker Match Website and Sneaker Match Products prominently display Sneaker Match’s distinctive and federally-registered trademarks SNEAKER MATCH and SNEAKER MATCH TEES as well as the Sneaker Match Design Mark (collectively the “Sneaker Match Marks”). Sneaker Match’s trademark registrations are valid, subsisting, and in full force and effect. *Exhibit 1 – Trademark Registrations.*

6. Sneaker Match includes the Sneaker Match Marks as a source indicator at the point of sale online, on the product listing images, within the product listing titles and descriptions, on the website banners, and on the Sneaker Match Products’ hang tags and packaging.

7. Sneaker Match has not licensed or authorized any third parties to use any of its trademarks or sell any Sneaker Match products.

8. Sneaker Match Products were, to my knowledge, the first and are the most popular products in this niche market. The Sneaker Match Marks are distinctive when applied to the Sneaker Match Products, signifying to the purchaser that the products come from Sneaker Match and are manufactured to Sneaker Match’s quality standards. The Sneaker Match Marks have achieved recognition among relevant consumers, which has only added to the distinctiveness of

the marks. As such, the goodwill associated with the Sneaker Match Marks is of incalculable and inestimable value to Sneaker Match.

9. Sneaker Match has also registered some of its designs with the United States Copyright Office (the “Sneaker Match Copyrighted Designs”). *Exhibit 2 – Copyright Registrations*. The registrations include the following:

Misfit Teddy, US Copyright Registration no. VA0002200361 and supplement no. VA0002220928

Young & Heartless Bear, US Copyright Registration no. VA0002200728

Misunderstood Bear, US Copyright Registration no. VA0002222471

Misunderstood Bunny, US Copyright Registration no. VA0002232119

Misunderstood Monkey, US Copyright Registration no. VA0002221799

Misunderstood Puppy, US Copyright Registration no. VA0002226336

Misunderstood Rhino, US Copyright Registration no. VA0002230668

Misunderstood Tiger, US Copyright Registration no. VA0002221669

Voodoo Sneaker Bear, US Copyright Registration no. VA0002222472

Heartless Teddy, US Copyright Registration no. VA0002231696

10. The success of the Sneaker Match brand has resulted in its significant counterfeiting and copying activities on the Internet. I have invested countless hours, resources, and money into investigating and combating against such activities. Through my and my attorney’s research I have identified numerous e-commerce stores using the Sneaker Match Marks and my Copyright protected designs, and similar website layouts and images. These e-commerce sites were and are selling Unauthorized products bearing Sneaker Match’s intellectual property.

11. Defendants, identified via the currently known aliases provided in Schedule A of the Complaint (Exhibit 4 to the Complaint), concurrently employ and benefit from substantially similar advertising and marketing strategies. For example, Defendants facilitate sales by designing e-commerce stores operating under several aliases so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers. E-commerce stores operating under Defendants’ aliases appear sophisticated and accept payment in U.S. dollars via credit cards,

Alipay, Amazon Pay, Stripe, Western Union and/or PayPal. E-commerce stores operating under the Seller Aliases often include content and images that make it very difficult for consumers to distinguish such stores from an authorized retailer. Sneaker Match has not licensed or authorized Defendants to use any of the Sneaker Match Marks or copy the Sneaker Match Copyrighted Designs, and none of the Defendants are authorized retailers of genuine Sneaker Match Products.

12. Both Sneaker Match and Defendants sell products to customers looking for genuine Sneaker Match Products. Attached as *Exhibit 3* is an exemplary list of E-Commerce Infringing Links and *Exhibit 4* displays screenshots of Defendants' Infringement. The evidence included in *Exhibit 4* clearly shows Defendants use of Plaintiff's Sneaker Match Marks and copyrighted works.

13. Many Defendants also deceive unknowing consumers by using the Sneaker Match Marks without authorization within the content, text, and/or meta tags of their online stores and within their online advertising in order to attract various search engines crawling the Internet looking for websites relevant to consumer searches for Sneaker Match Tees and Sneaker Match Products. Other e-commerce stores operating under Defendants' aliases omit using the Sneaker Match Marks Trademarks in the item title to evade enforcement efforts while using strategic item titles and descriptions that will trigger their listings when consumers are searching for Sneaker Match Products.

14. Upon my information and belief, Defendants have fraudulently registered their domains and aliases with third party service providers by providing false, misleading and/or incomplete information to Internet based service providers. It is my understanding that defendants deliberately engage in this conduct to remain anonymous and prevent legitimate companies, like

Sneaker Match, from finding the Defendants' true identities and the real scope of their infringing e-commerce operations and schemes.

15. Even though Defendants operate under multiple fictitious aliases, the e-commerce stores operating under the Defendants' aliases often share unique identifiers, such as website templates with common design elements that intentionally omit any legitimate contact information or other information for identifying Defendants or other aliases they operate or use. E-commerce stores operating under Defendants' aliases include other notable common features such as use of the same registration patterns, accepted payment methods, check-out methods, keywords, illegitimate search engine optimization (SEO), advertising tactics, similarities in price and quantities, the same incorrect grammar and misspellings, and/or the use of the same text and images. Additionally, Unauthorized Sneaker Match Products for sale by Defendants bear similar irregularities and indicia of being unauthorized to one another, suggesting that many of the Unauthorized Sneaker Match Products may be manufactured by and come from a common source and that Defendants are interrelated.

16. Defendants' actions have harmed my business and will continue to do so as they expand their advertising, infringement, and compete with my organic search success and SEO.

17. Defendants clearly based their entire infringing scheme on my business model and successful website. I registered the sneakermatchtees.com domain name on May 29, 2014. *Exhibit 5 – SneakerMatchTees.com WhoIs Record*. Defendants' domains were registered after my business started online in June of 2016. *Exhibit 6 – Defendants' WhoIs Records*.

18. Defendants have even used my trademarks or similar marks as their domain names in some cases to further encourage consumers looking for my products to purchase from Defendants' websites instead.

19. Defendants' advertising and work to increase traffic to their websites is and will continue to permanently damage Sneaker Match's' own SEO and website traffic it has worked to build over the past six years. The extent of the harm to Sneaker Match's reputation and goodwill and the probable diversion of customers due to loss in brand confidence and damage to SEO are both irreparable and incalculable, thus warranting an immediate halt to Defendants' infringing activities through injunctive relief.

20. Monetary damages cannot adequately compensate Sneaker Match for ongoing infringement because monetary damages fail to address the loss of control of and damage to Sneaker Match's reputation, goodwill, and internet search standing. Furthermore, monetary damages are difficult, if not impossible, to ascertain due to the inability to calculate measurable damage in dollars and cents caused to Sneaker Match's reputation and goodwill by acts of infringement.

21. Sneaker Match's goodwill and reputation are irreparably damaged when the Sneaker Match Marks are used in connection with the offering for sale or sale of goods not authorized, produced, or manufactured by Sneaker Match. Sneaker Match's goodwill and reputation are also irreparably damaged when the Sneaker Match Copyrighted Designs are reproduced, distributed, and displayed to the public without permission. Moreover, brand confidence is damaged, which can result in a loss of future sales and market share. The extent of harm to Sneaker Match's reputation and goodwill and the possible diversion of customers due to loss in brand confidence are largely unquantifiable.

22. Sneaker Match is further irreparably harmed by the unauthorized use of the Sneaker Match Marks and Sneaker Match Copyrighted Designs because counterfeiters take away Sneaker Match's ability to control the nature and quality of the Unauthorized Sneaker Match Products.

Loss of quality control over goods offered for sale or sold under the Sneaker Match Marks or that copy the Sneaker Match Copyrighted Designs and, in turn, loss of control over our reputation is neither calculable nor precisely compensable.

23. The use of the Sneaker Match Marks in connection with the offering for sale or sale of goods not authorized, produced, or manufactured by Sneaker Match is likely causing and will continue to cause consumer confusion, which weakens Sneaker Match's brand recognition and reputation. Consumers who mistakenly believe that the Unauthorized Sneaker Match Products he or she has purchased originated from Sneaker Match will come to believe that Sneaker Match offers low-quality products. Inferior quality products will result in increased skepticism and hesitance in consumers presented with genuine Sneaker Match Products, resulting in a loss or undermining of Sneaker Match's reputation and goodwill. Indeed, there is damage to Sneaker Match's reputation and goodwill even if a consumer knows that the goods he or she is purchasing are counterfeit. Prospective consumers who see inferior Unauthorized Sneaker Match Products worn by others may mistakenly believe such goods to be genuine and may consequently develop a poor impression of Sneaker Match and the Sneaker Match Marks. Such post-sale confusion results in damage to Sneaker Match's reputation and correlates to a loss of unquantifiable future sales.

24. Sneaker Match will suffer immediate and irreparable injury, loss, or damage if an *ex parte* Temporary Restraining Order is not issued in accordance with Federal Rule of Civil Procedure 65(b)(1).

Signature page follows

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on date: 11/8/2021

DocuSigned by:



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Alejandro Rodriguez

Member, Sneaker Match, LLC