

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

Sneaker Match, LLC

Plaintiff,

v.

John Does

Defendants.

Case No. 21-cv-05927

Judge Martha M. Pacold

**Magistrate Judge Hon.
Gabriel A. Fuentes**

PRELIMINARY INJUNCTION ORDER

Plaintiff Sneaker Match, LLC (“Sneaker Match”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Sneaker Match’s Motion in part as follows.

This Court finds Sneaker Match has provided notice to Defendants in accordance with the Temporary Restraining Order entered November 19, 2021, Docket No. 17 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward

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

consumers in the United States, including Illinois. Specifically, Sneaker Match 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, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Sneaker Match's federally registered trademarks (the "Sneaker Match Trademarks") and federally registered copyrights (the "Sneaker Match Copyrighted Designs")¹ to residents of Illinois. In this case, Sneaker Match has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the Sneaker Match's Trademarks and Sneaker Match Copyrighted Designs. *See* Docket No.12, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Sneaker Match Trademarks and Sneaker Match Copyrighted Designs.

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 Sneaker Match's previously granted Motion for Entry of a TRO establishes that Sneaker Match has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Sneaker Match will suffer irreparable harm if the injunction is not granted.

¹ See *Sneaker Match v John Does 1-10*, No. 1:20-cv-06563 (N.D. Ill. 2020); *Sneaker Match v John Does 1-10*, No. 1:21-cv-02003 (N.D. Ill. 2021).

Specifically, Sneaker Match has proved a *prima facie* case of trademark infringement because (1) the Sneaker Match 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 Sneaker Match Trademarks, and (3) Defendants' use of the Sneaker Match Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Sneaker Match.

Additionally, Sneaker Match has proved a *prima facie* case of copyright infringement because it has shown: (1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original.² Further, the works at issue are substantially similar to Sneaker Match Copyrighted Designs.³

Furthermore, Defendants' continued and unauthorized use of the Sneaker Match Trademarks and the Sneaker Match Copyrighted Designs irreparably harms Sneaker Match through diminished goodwill and brand confidence, damage to Sneaker Match's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Sneaker Match 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 the Sneaker Match Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing,

² *JCW Invs., Inc. v. Novelty, Inc.*, 482 F.3d 910, 914 (7th Cir. 2007).

³ *Spinmaster, Ltd. v. Overbreak LLC*, 404 F. Supp. 2d 1097, 1102 (N.D. Ill. 2005).

- advertising, offering for sale, or sale of any product that is not a genuine Sneaker Match product or not authorized by Sneaker Match to be sold in connection with the Sneaker Match Trademarks;
- b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Sneaker Match Copyrighted Designs in any manner without the express authorization of Sneaker Match;⁴
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Sneaker Match product or any other product produced by Sneaker Match, that is not Sneaker Match's or not produced under the authorization, control, or supervision of Sneaker Match and approved by Sneaker Match for sale under the Sneaker Match Trademarks;
 - d. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Sneaker Match, or are sponsored by, approved by, or otherwise connected with Sneaker Match; 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 Sneaker Match, nor authorized by Sneaker Match to be sold or offered for sale, and which bear any of Sneaker Match's trademarks, including the Sneaker Match Trademarks, or any reproductions, counterfeit copies, or colorable imitations thereof and/or the Sneaker Match Copyrighted Designs.

⁴ 17 U.S.C. § 502 (permitting injunction as remedy for copyright infringement); 17 U.S.C. § 106 (exclusive copyright rights).

2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.
4. Upon Sneaker Match's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Sneaker Match 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 officers, agents, servants, employees, attorneys, and any persons acting in active 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, including Defendants' sales and listing history related to their respective Online Marketplaces; and

- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active 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"), Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Sneaker Match's request, those with notice of this Order, 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 Sneaker Match Trademarks.
 6. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, 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, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3, 4, or 6 to the Declaration of Rodriguez, and any e-mail addresses provided for Defendants by third parties; and

- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.
7. Sneaker Match may provide notice of the proceedings in this case 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 Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 3, 4, or 6 to the Declaration of Rodriguez and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "teefuture.com and all other Defendants identified in the Operative 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. Plaintiff's Pleading(s) [DOCKET NO. 1-4] and Exhibits 3, 4, and 6 to the Declaration of Rodriguez [DOCKET NO(s). 11, 12, and 13], Schedule A to the Pleading(s) [DOCKET NO. 19], and the TRO [DOCKET NO. 17] 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 the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
10. The Ten Thousand Dollar (\$10,000.00) bond posted by Sneaker Match shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

Date: January 13, 2022

/s/ Martha M. Pacold
United States District Judge

Schedule A

No.	Defendant Name/Alias	No.	Defendant Name/Alias
1	Teefuture.com	2	VinamilkStore
3	Kinizstore.comp	4	ArenaFranklin
5	Homazstore.com		
7	Beeterchi.com	8	TinaBySanyal
9	Mayazshop.com	10	MichelleToyHandmade
11	Titusoctopus.com	12	AlanRobberstad
13	Anaviva.com	14	ChosynCreations
15	Clofibi.com		
17	Retro Kicks	18	ShopGrantBlackburn
19	noblesze_99	20	SaulBest
21	chrisi5388	22	Flowcube
23	kennewh_62	24	Avamben
25	benewh-4317	26	Yamabuk
27	margher-5627		
29	clsir71	30	Blingedbyangie
31	Sichi1181	32	nichcase0
33	64sneakerteeshirts.com	34	nicesneakerfits.com
35	zudecstore.com	36	shoppingcl.com
37	eyewearpark.com	38	fuliwearbasic.com
39	layerwearista.com	40	sportesntls.com
41	champatee.com	42	malatuna-shop.com
43	tutiko.shop.com	44	divual-fasion.com
No.	Online Marketplace	No.	Online Marketplace
1	Teefuture.com	2	https://www.etsy.com/shop/VinamilkStore
3	Kinizstore.comp	4	https://www.etsy.com/shop/ArenaFranklin
5	Homazstore.com	6	https://www.etsy.com/shop/BayAreaMetalFab
7	Beeterchi.com	8	https://www.etsy.com/shop/TinaBySanyal
9	Mayazshop.com	10	https://www.etsy.com/shop/MichelleToyHandmade

11	Titusoctopus.com	12	https://www.etsy.com/shop/AlanRobberstad
13	Anaviva.com	14	https://www.etsy.com/shop/ChosynCreations
15	Clofibi.com	16	https://www.etsy.com/shop/HouseofeMaGi
17	https://www.amazon.com/stores/RetroKicks/page/C80BCAC0-1A7A-4E5E-BD14-02CA52ED6A3B	18	https://www.etsy.com/shop/ShopGrantBlackburn
19	https://www.ebay.com/usr/noblesze_99	20	https://www.etsy.com/shop/SaulBest
21	https://www.ebay.com/usr/chrisi5388	22	https://www.etsy.com/shop/Flowcube
23	https://www.ebay.com/usr/kennewh_62	24	https://www.etsy.com/shop/Avamben
25	https://www.ebay.com/usr/benewh-4317	26	https://www.etsy.com/shop/Yamabuk
27	https://www.ebay.com/usr/margher-5627	28	https://www.etsy.com/shop/StaciasDesignBy5
29	https://www.ebay.com/usr/clsir71	30	https://www.etsy.com/shop/Blingedbyangie
31	https://www.ebay.com/usr/Sichi1181	32	https://www.ebay.com/usr/nichcae0
33	64sneakerteeshirts.com	34	nicesneakerfits.com
35	zudecstore.com	36	shoppingcl.com
37	eyewearpark.com	38	fuliwearbasic.com
39	layerwearista.com	40	sportesntls.com
41	champatee.com	42	malatuna-shop.com
43	tutiko.shop.com	44	divual-fashion.com