

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

SNEAKER MATCH, LLC,
an Arizona Limited Liability Company,

Plaintiff,

Case No.: 1:21-cv-05927

v.

Judge Martha M. Pacold

JOHN DOES 1-10 et al,

Magistrate Judge Hon. Gabriel A.
Fuentes

Defendants.

SEALED TEMPORARY RESTRAINING ORDER

Plaintiff Sneaker Match, LLC (“Sneaker Match”) filed an *Ex Parte* Motion for Entry of a Temporary Restraining Order Including a Temporary Injunction, a Temporary Transfer of the Domain Names, a Temporary Asset Restraint, Expedited Discovery, and Electronic Service of Process (the “Motion”) against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in the 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, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Sneaker Match has provided a

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

basis to concludes 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”)² 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 purchase products using counterfeit versions of the Sneaker Match Trademarks and the “Sneaker Match Copyrighted Designs. See Docket No. [12], which includes screenshot evidence confirming that each Defendant internet stores does stand ready, willing, and able to ship its counterfeit versions of the Sneaker Match Trademarks and Sneaker Match Copyrighted Designs. A list of the Sneaker Match Trademarks and Sneaker Match Copyrighted Designs is included in the below chart.

REGISTRATION NUMBER	REGISTERED TRADEMARK	INTERNATIONAL CLASSES
5,010,674	SNEAKER MATCH TEES	035
5,784,852	SNEAKER MATCH	035
6,345,104		035

² 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).

REGISTRATION NUMBER	TITLE OF WORK	REPRODUCTION OF WORK
VA0002200361	Misfit Teddy	
VA0002220928	Misfit Teddy	
VA0002200728	Young & Heartless Bear	
VA0002222471	Misunderstood Bear	
VA0002232119	Misunderstood Bunny	

VA0002221799	Misunderstood Monkey	
VA0002226336	Misunderstood Puppy	
VA0002230668	Misunderstood Rhino	
VA0002221669	Misunderstood Tiger	
VA0002222472	Voodoo Sneaker Bear	
VA0002231696	Heartless Bear	

This Court also finds that issuing this Order without notice pursuant to Rule 65(b)(1) of the Federal Rules of Civil Procedure is appropriate because Sneaker Match has presented specific facts in the Declaration of Alejandro Rodriguez in support of the Motion and accompanying evidence clearly showing that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition. Specifically, in the absence of an *ex parte* Order, Defendants could and likely would move any assets from accounts in financial institutions under this Court's jurisdiction to offshore accounts. 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 temporarily 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, advertising, offering for sale, or sale of any product that is not a genuine Sneaker Match product or not authorized 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;³
 - 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

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

supervision of Sneaker Match and approved by Sneaker Match for sale under the Sneaker Match Trademarks and/or the Sneaker Match Copyrighted Designs;

- 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;
- e. manufacturing, shipping, delivering, importing, 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 which bear the Sneaker Match Copyrighted Designs.⁴

2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.

3. Sneaker Match is authorized to issue expedited written discovery to Defendants, pursuant to Federal Rules of Civil Procedure 33, 34, and 36, related to:

- 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; and
- b. the nature of Defendants' operations and all associated sales, methods of payment

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

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, ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Alibab Group Holding Ltd. ("Alibaba"), Ant Financial Services Group ("Ant Financial"), Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associated (e.g. MasterCard and VISA).
4. The domain name registries for the Defendant Domain Names, including but not limited to VeriSign, Inc., Neustar, Inc., Afilas Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including but not limited to Amazon Registrar, Inc., GoDaddy Operating Company LLC, Xin Net Technology Corporation, Megazone Corp.,⁵ 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 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.

⁵ Plaintiff has added additional registrars known to be the registrars of the relevant domains in this case.

5. Upon Sneaker Match'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 Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba, Amazon.com, Wish.com, and Dhgate (collectively the Third Party Providers") shall within seven 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 the 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, Alipay, Wish.com, Alibab, Ant Financial, Amazon Pay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. Upon Sneaker Match's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 5, 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 and/or bearing the Sneaker Match Copyrighted Designs.
7. 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 Exhibits 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.
8. Sneaker Match may provide notice of these proceedings to Defendants, including notice of the preliminary injunction hearing, 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 Exhibits 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 Complaint” 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 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.

9. Sneaker Match must provide notice to Defendants of any motion for preliminary injunction as required by Rule 65(a)(1).
10. Sneaker Match’s Schedule A to the Pleading(s) [DOCKET NO. 1-4], Exhibits 3, 4, and 6 to the Declaration of Rodriguez [DOCKET NO(s).11, 12, and 13] and this Order shall remain sealed until further order by this Court or until the Order expires, whichever occurs earlier.
11. Within seven (7) calendar days of entry of this Order, Sneaker Match shall deposit with the Court Ten Thousand Dollars (\$10,000.00),⁶ either cash or surety bond, as security, which amount has, in the absence of adversarial testing, been deemed adequate for the payment of such damages as any person may be entitled to recover as a result of wrongful restraint hereunder.
12. Any Defendants that are subject to this Order 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.

⁶ Plaintiff believes this is the standard bond amount ordered in Schedule A cases, including cases involving more defendants. See KTM AG v. The Individual, Corporations, Limited Liability Companies, Partnerships, and Unincorporated Associations Identified on Schedule A Hereto, No. 20-cv-06713 (N.D. Ill. 2020).

13. This Temporary Restraining Order without notice is entered at 3:25 P.M. on this day of November 19, 2021 and shall remain in effect for fourteen (14) calendar days. Any motion to extend this Order must be filed by December 3, 2021.

Date: November 19, 2021

/s/ Martha M. Pacold
United States District Judge

Schedule A

No.	Defendant Name/Alias
1	Teefuture.com
3	Kinizstore.comp
5	Homazstore.com
7	Beeterchi.com
9	Mayazshop.com
11	Titusoctopus.com
13	Anaviva.com
15	Clofibi.com
17	Retro Kicks
19	nobleze_99
21	chrisi5388
23	kennewh_62
25	benewh-4317
27	margher-5627
29	clsir71
31	Sichi1181

No.	Defendant Name/Alias
2	VinamilkStore
4	ArenaFranklin
6	BayAreaMetalFab
8	TinaBySanyal
10	MichelleToyHandmade
12	AlanRobberstad
14	ChosynCreations
16	HouseofeMaGi
18	ShopGrantBlackburn
20	SaulBest
22	Flowcube
24	Avamben
26	Yamabuk
28	StaciasDesignBy5
30	Blingedbyangie
32	nichcase0

No.	Online Marketplace
1	Teefuture.com
3	Kinizstore.comp
5	Homazstore.com
7	Beeterchi.com
9	Mayazshop.com
11	Titusoctopus.com
13	Anaviva.com

No.	Online Marketplace
2	https://www.etsy.com/shop/VinamilkStore
4	https://www.etsy.com/shop/ArenaFranklin
6	https://www.etsy.com/shop/BayAreaMetalFab
8	https://www.etsy.com/shop/TinaBySanyal
10	https://www.etsy.com/shop/MichelleToyHandmade
12	https://www.etsy.com/shop/AlanRobberstad
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/nobleze_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/nichcas e0