

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

SNEAKER MATCH, LLC,
an Arizona Limited Liability Company,

Plaintiff,

v.

JOHN DOES 1-10,

Defendants.

Case No.: 1:20-cv-06563

Honorable Mary M. Rowland

**Magistrate Judge Heather K.
McShain**

[PROPOSED] JUDGMENT

Before the Court is Plaintiff's Motion for Default and Default Judgement. Plaintiff initiated this action by identifying Defendants listed on Schedule A, has supplemented the named defendants through discovery, and now seeks entry of Default and Default Judgment against those Defendants identified at **Exhibit 1** to this Order (the "Defaulting Defendants");

This Court has previously entered a temporary restraining order and preliminary injunction against the Defaulting Defendants, including a domain name transfer and asset restraining order. Plaintiff has properly completed service of process on the Defaulting Defendants by completing service consistent with this Court's prior orders, including email service and through internet publication, being reasonably calculated under all the circumstances to apprise the Defaulting Defendants of the pendency of this action and affording them the opportunity to answer or otherwise defend;

None of the Defaulting Defendants have answered or otherwise defended in response to Plaintiff's Complaint and the time for answering having expired;

THIS COURT HEREBY FINDS that the Defaulting Defendants are liable for

common law trademark infringement (15 U.S.C. § 1125) and willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114) as detailed at **Exhibit 1**;

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Judgment is entered against the Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting 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 temporarily enjoined and restrained from:
 - a. using Plaintiff's Sneaker Match Marks 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 Sneaker Match product or not authorized by Sneaker Match to be sold in connection with the Sneaker Match Marks and Collection Marks;
 - b. 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 Marks, and Collection Marks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting 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,

- d. further infringing the Sneaker Match Marks, Collection Marks, and damaging Sneaker Match's goodwill;
2. The domain name registrars, including, but not limited to, GoDaddy Operating Company LLC ("GoDaddy"), Name.com, Namecheap Inc. ("Namecheap"), NameSilo LLC, Mat Bao Corporation, Porkbun LLC, and Google, LLC, within five (5) business days of receipt of this Order shall permanently transfer the domain names identified on **Exhibit 1** (the "Domain Names") to Plaintiff's control, including unlocking and changing the registrar of record to a registrar of Plaintiff's selection, and the domain name registrars shall take any steps necessary to transfer the Domain Names to a registrar of Plaintiff's selection or cancel the registrations and make them inactive;
 3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Etsy, eBay, or Amazon, and domain name registrars, shall within five (5) business days of receipt of this Order:
 - a. Disable and cease providing services for any accounts through which the Defaulting Defendants engage in the sale of counterfeit and infringing goods using the Sneaker Match Marks, including any accounts associated with the Defaulting Defendants listed at **Exhibit 1**;
 - b. Disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Sneaker Match Marks;
 - c. Take all steps necessary to prevent links to the Domain Names identified on **Exhibit 1** from displaying in search results, including but not limited to removing links to the Domain Names from any search index;

4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants so identified on **Exhibit 1** in the amount of \$500,000 per infringement of Plaintiff's Sneaker Match Marks for willful use of counterfeit Sneaker Match Marks;
5. PayPal, Inc. ("PayPal") shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to the Defaulting Defendants as identified on **Exhibit 1** from transferring or disposing of any money or other of Defaulting Defendants' assets.
6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by PayPal, are hereby released to Plaintiff as partial payment of the above-identified damages, and PayPal is ordered to release to Plaintiff (through Plaintiff's counsel) the amounts from Defaulting Defendants' PayPal accounts within ten (10) business days of receipt of this Order.
7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendants, Plaintiff shall have the ongoing authority to serve this Order on PayPal in the event that any new PayPal accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, PayPal shall within two (2) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, including but not limited to any PayPal accounts;
 - b. Restrain and enjoin such accounts from receiving, transferring, or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' PayPal accounts to

Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendants, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively the “Financial Service Providers”) in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order the Financial Service Providers shall within two (2) business days;
 - a. Locate all accounts and funds connected to Defaulting Defendants, including but not limited to any PayPal accounts;
 - b. Restrain and enjoin such accounts from receiving, transferring, or disposing of any money or other of Defaulting Defendants’ assets; and
 - c. Release all monies restrained in Defaulting Defendants’ PayPal accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

THIS IS A FINAL JUDGMENT AND CLOSES THE CASE.

IT IS SO ORDERED.

Dated:

Honorable Mary M. Rowland
United States District Court Judge

Exhibit 1

DEFENDANT	COPYRIGHT (\$150,000 per infringement)	TM_ Registered (\$500,000 per infringement)	TM_ Common Law (injunctive relief only)	CYBERS- QUATTING (\$100,000 per domain)	TOTAL AWARD PER DEFENDANT
sikakashop.com		2	2		\$1,000,000
hacchicteez.com		1			\$500,000