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Off-White LLC

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

OFF-WHITE LLC,

Plaintiff

v.

ABBYFASHION STORE, ALIBANG STORE,
 ASTCASE STORE, BEIJING VLEAP
 TECHNOLOGY CO., LTD., BOBOANER,
 CHANGSHA DAHUAN ELECTRONIC
 TECHNOLOGY CO., LTD., CHANGZHOU
 FLEXI ELECTRONIC CO., LTD., DISENY
 STORE, DONGGUAN BEST CRAFTS CO., LTD.,
 DONGGUAN CHENGYUAN INDUSTRY
 INVESTMENT CO., LTD., DONGGUAN
 HUANGJIANG JINLIANGTANG HARDWARE
 FACTORY, DONGGUAN LINKAIZ CRAFTS &
 GIFTS CO., LTD., ESRA STICKERS , FIREBIRD
 GIFTS (DONGGUAN) CO., LTD., GENTLENESS

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**CIVIL ACTION No.
 21-cv-1785 (AT)**

**FINAL DEFAULT JUDGMENT
 AND PERMANENT INJUNCTION
 ORDER**

STORE, GUANGZHOU FINCH GARMENTS CO., LTD., GUANGZHOU U-MEKING TRADING CO., LTD., GUANGZHOU WEIJIE RIBBON CO., LTD., GUANGZHOU XIN HO YI CRAFTS LIMITED, HAINING LONGNA TEXTILE CO., LTD., HANGZHOU LIN'AN ORIGIN TRADING CO., LTD., HUI52028 STORE, LOVE HEALTH LOVE YOURSELF, NANJING RARLON PET PRODUCTS CO., LTD., OLIVIA'S ACCESSORIES, SHENZHEN CHUANGXINGMING TECHNOLOGY LIMITED, SHENZHEN DEFAN TECHNOLOGY CO., LTD., SHENZHEN DINGTU ELECTRONIC TECHNOLOGY CO., LTD., SHENZHEN MANHUI TECHNOLOGY CO., LTD., SHENZHEN SHANEN ELECTRONIC COMMERCE CO., LTD., SHENZHEN SHENGYUAN TECHNOLOGY CO., LTD., SHENZHEN SHENGZERONGXIN TRADING CO., LTD., SHENZHEN SPEED TREND TECHNOLOGY CO., LTD., SHENZHEN YINO INFORMATION TECHNOLOGY CO., LTD., SHOP5056237 STORE, SHOP5066383 STORE, SHOP5134031 STORE, SHOP5361044 STORE, SHOP5781767 STORE, SHOP5795644 STORE, SHOP5831326 STORE, SHOP5870398 STORE, SHOP910331278 STORE, SHOP910605011 STORE, SHOP910926020 STORE, SHOP911100018 STORE, SHOP911115068 STORE, SHOP911167001 STORE, SHOP911188155 STORE, SHOP911192222 STORE, SHOP911195003 STORE, SHOP911234034 STORE, SHOP911258359 STORE, SHOP911259388 STORE, SHOP911264193 STORE, SHOP911267085 STORE, SHOP911300207 STORE, SHOP911342022 STORE, SHOP911375214 STORE, SHOP911422093 STORE, SHOP911425145 STORE, TAOTAOKU STORE, TOLLER BAG STORE, WOZIK STORE, XT02 STORE, YANG R STORE, YIWU CUDA IMPORT AND EXPORT CO., LTD., YIWU MAY STAR INTERNATIONAL TRADING CO., LTD., YIWU MIANYU E-COMMERCE FIRM, YIWU WU TAI BELT CO., LTD., YIWU YINGYU IMPORT & EXPORT CO., LTD., YUNFOOK OFFICIAL,

YUYAO NICO ELECTRONICS FACTORY and
ZHENGZHOU YMEI PET PRODUCTS CO.,
LTD.,

Defendants

GLOSSARY

<u>Term</u>	<u>Definition</u>	<u>Docket Entry Number</u>
Plaintiff or Off-White LLC	Off-White, LLC	N/A
Defendants	AbbyFashion Store, Alibang Store, ASTCASE Store, Beijing Vleap Technology Co., Ltd., BOBOANER, Changsha Dahuan Electronic Technology Co., Ltd., Changzhou Flexi Electronic Co., Ltd., Diseny Store, Dongguan Best Crafts Co., Ltd., Dongguan Chengyuan Industry Investment Co., Ltd., Dongguan Huangjiang Jinliangtang Hardware Factory, Dongguan Linkaiz Crafts & Gifts Co., Ltd., Esra Stickers, Firebird Gifts (dongguan) Co., Ltd., Gentleness Store, Guangzhou Finch Garments Co., Ltd., Guangzhou U-Meking Trading Co., Ltd., Guangzhou Weijie Ribbon Co., Ltd., Guangzhou Xin Ho Yi Crafts Limited, Haining Longna Textile Co., Ltd., Hangzhou Lin'an Origin Trading Co., Ltd., hui52028 Store, LOVE HEALTH LOVE YOURSELF, Nanjing Rarlon Pet Products Co., Ltd., Olivia's accessories, Shenzhen Chuangxingming Technology Limited, Shenzhen Defan Technology Co., Ltd., Shenzhen Dingtu Electronic Technology Co., Ltd., Shenzhen Manhui Technology Co., Ltd., Shenzhen Shanen Electronic Commerce Co., Ltd., Shenzhen Shengyuan Technology Co., Ltd., Shenzhen Shengzerongxin Trading Co., Ltd., Shenzhen Speed Trend Technology Co., Ltd., Shenzhen Yino Information Technology Co., Ltd., Shop5056237 Store, Shop5066383 Store, Shop5134031 Store, Shop5361044 Store, Shop5781767 Store, Shop5795644 Store, Shop5831326 Store, Shop5870398 Store, Shop910331278 Store, Shop910605011 Store, Shop910926020 Store, Shop911100018 Store, Shop911115068 Store, Shop911167001 Store, Shop911188155 Store, Shop911192222 Store, Shop911195003 Store, Shop911234034 Store, Shop911258359 Store, Shop911259388 Store, Shop911264193 Store, Shop911267085 Store, Shop911300207 Store, Shop911342022 Store, Shop911375214 Store, Shop911422093 Store, Shop911425145 Store,	N/A

	TAOTAOKU Store, TOLLER BAG Store, Wozik Store, XT02 Store, Yang R Store, Yiwu Cuda Import And Export Co., Ltd., Yiwu May Star International Trading Co., Ltd., Yiwu Mianyu E-Commerce Firm, Yiwu Wu Tai Belt Co., Ltd., Yiwu Yingyu Import & Export Co., Ltd., yunfook Official, Yuyao Nico Electronics Factory and Zhengzhou Ymei Pet Products Co., Ltd.	
Defaulting Defendants	AbbyFashion Store, Alibang Store, ASTCASE Store, Beijing Vleap Technology Co., Ltd., BOBOANER, Changsha Dahuan Electronic Technology Co., Ltd., Changzhou Flexi Electronic Co., Ltd., Diseny Store, Dongguan Best Crafts Co., Ltd., Dongguan Chengyuan Industry Investment Co., Ltd., Dongguan Huangjiang Jinliangtang Hardware Factory, Dongguan Linkaiz Crafts & Gifts Co., Ltd., Esra Stickers, Firebird Gifts (dongguan) Co., Ltd., Gentleness Store, Guangzhou U-Meking Trading Co., Ltd., Guangzhou Weijie Ribbon Co., Ltd., Guangzhou Xin Ho Yi Crafts Limited, Haining Longna Textile Co., Ltd., Hangzhou Lin'an Origin Trading Co., Ltd., hui52028 Store, LOVE HEALTH LOVE YOURSELF, Olivia's accessories, Shenzhen Chuangxingming Technology Limited, Shenzhen Defan Technology Co., Ltd., Shenzhen Dingtu Electronic Technology Co., Ltd., Shenzhen Manhui Technology Co., Ltd., Shenzhen Shanen Electronic Commerce Co., Ltd., Shenzhen Shengyuan Technology Co., Ltd., Shenzhen Shengzerongxin Trading Co., Ltd., Shenzhen Speed Trend Technology Co., Ltd., Shenzhen Yino Information Technology Co., Ltd., Shop5056237 Store, Shop5066383 Store, Shop5134031 Store, Shop5361044 Store, Shop5781767 Store, Shop5795644 Store, Shop5831326 Store, Shop5870398 Store, Shop910331278 Store, Shop910605011 Store, Shop910926020 Store, Shop911100018 Store, Shop911115068 Store, Shop911167001 Store, Shop911188155 Store, Shop911192222 Store, Shop911195003 Store, Shop911234034 Store, Shop911258359 Store, Shop911259388 Store, Shop911264193 Store, Shop911267085 Store, Shop911300207 Store, Shop911342022 Store, Shop911375214 Store, Shop911422093 Store, Shop911425145 Store,	N/A

	TAOTAOKU Store, TOLLER BAG Store, Wozik Store, XT02 Store, Yang R Store, Yiwu Cuda Import And Export Co., Ltd., Yiwu May Star International Trading Co., Ltd., Yiwu Mianyu E-Commerce Firm, Yiwu Wu Tai Belt Co., Ltd., Yiwu Yingyu Import & Export Co., Ltd., yunfook Official, Yuyao Nico Electronics Factory and Zhengzhou Ymei Pet Products Co., Ltd.	
Alibaba	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
AliExpress	Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
Sealing Order	Order to Seal File entered on February 24, 2021	Dkt. 1
Complaint	Plaintiff's Complaint filed on March 2, 2021	Dkt. 12
Application	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on March 2, 2021	Dkts. 16-19
Abloh Dec.	Declaration of Virgil Abloh in Support of Plaintiff's Application	Dkt. 18
Drangel Dec.	Declaration of Jason Drangel in Support of Plaintiff's Application	Dkt. 19
TRO	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery entered on March 2, 2021	Dkt. 21

PI Order	April 1, 2021 Preliminary Injunction Order	Dkt. 32
User Account(s)	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and/or AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Off-White Marks	The Marks covered by the Off-White Registrations and Off-White Application	N/A
Off-White Products	A young, successful luxury fashion label founded by American creative designer Virgil Abloh, specializing in men's and women's lifestyle and high-end streetwear, as well as shoes, accessories, jewelry, homeware and other ready-made goods	N/A
Counterfeit Products	Products bearing or used in connection with the Off-White Marks, and/or products in packaging and/or containing labels bearing the Off-White Marks, and/or bearing or used in connection with marks that are confusingly similar to the Off-White Marks and/or products that are identical or confusingly similar to the Off-White Products	N/A
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants' Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
Financial Institutions	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com	N/A

	payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. (“PingPong”) and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	
Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba, AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
Plaintiff’s Motion for Default Judgment	Plaintiff’s Application for an Order to Show Cause Why Default Judgment and a Permanent Injunction should not be entered against Defaulting Defendants filed on January 31, 2022	TBD
Futterman Aff.	Affidavit by Danielle (Yamali) Futterman in Support of Plaintiff’s Motion for Default Judgment	TBD
Drangel Aff.	Affidavit of Jason Drangel in Support of Plaintiff’s Motion for Default Judgment	TBD

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiff's Off-White Marks without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law, Affidavits of Danielle (Yamali) Futterman and Jason M. Drangel in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, the Certificate of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

- 1) Judgment is granted in favor of Plaintiff on all claims properly pled against Defaulting Defendants in the Complaint;

II. Damages Awards

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be reasonable and Plaintiff is awarded statutory damages in the amount of \$75,000.00

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

(“Defaulting Defendants’ Individual Damages Award”) against each of the seventy-two (72) Defaulting Defendants pursuant to Section 15 U.S.C. § 1117(c) of the Lanham Act, for a total of Five Million Four Hundred Thousand Dollars (\$5,400,000.00), plus post-judgment interest.

III. Permanent Injunction

1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees, and all persons acting in active concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing the Off-White Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Off-White Marks.
- B. directly or indirectly infringing in any manner Plaintiff’s Off-White Marks.
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff’s Off-White Marks to identify any goods or services not authorized by Plaintiff;
- D. using Plaintiff’s Off-White Marks, or any other marks that are confusingly similar to the Off-White Marks on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product

- manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendants and Defaulting Defendants' commercial activities by Plaintiff;
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe any of Plaintiff's

trademarks, without limitation, the Off-White Marks, or bear any marks that are confusingly similar to the Off-White Marks pursuant to 15 U.S.C. § 1118;

IV. Dissolution of Rule 62(a) Stay

- 1) IT IS FURTHER ORDERED, as sufficient cause has been shown, the 30 day automatic stay on enforcing Plaintiff's judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

V. Miscellaneous Relief

- 1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiff's counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendants' Frozen Assets and/or Defaulting Defendants' Financial Accounts;
- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 3) The Court releases the Five Thousand U.S. Dollar (\$5,000.00) security bond that Plaintiff submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42nd Street, Suite 2520, New York, NY 10165; and
- 4) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

SO ORDERED.

Dated: July 7, 2022
New York, New York



ANALISA TORRES
United States District Judge