

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

GIVENCHY SA,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 23-cv-02301

COMPLAINT

Plaintiff Givenchy SA (“Givenchy” or “Plaintiff”) hereby brings the present action against The Partnerships and Unincorporated Associations identified on Schedule A attached hereto (collectively, “Defendants”) and alleges as follows:

I. JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, *et seq.*, 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in the United States, including Illinois, through at least the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (the “Seller Aliases”). Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States

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

consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and, on information and belief, have sold products using infringing and counterfeit versions of Givenchy's trademarks to residents of Illinois. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Givenchy substantial injury in the State of Illinois.

II. INTRODUCTION

3. This action has been filed by Givenchy to combat e-commerce store operators who trade upon Givenchy's reputation and goodwill by offering for sale and/or selling unauthorized and unlicensed products, including clothing and fashion accessories, using infringing and counterfeit versions of Givenchy's federally registered trademarks (the "Counterfeit Givenchy Products"). Defendants create e-commerce stores operating under one or more Seller Aliases that are advertising, offering for sale and selling Counterfeit Givenchy Products to unknowing consumers. E-commerce stores operating under the Seller Aliases share unique identifiers, establishing a logical relationship between them and that Defendants' counterfeiting operation arises out of the same transaction, occurrence, or series of transactions or occurrences. Defendants attempt to avoid and mitigate liability by operating under one or more Seller Aliases to conceal both their identities and the full scope and interworking of their counterfeiting operation. Givenchy is forced to file this action to combat Defendants' counterfeiting of its registered trademarks, as well as to protect unknowing consumers from purchasing Counterfeit Givenchy Products over the Internet. Givenchy has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of its valuable trademarks as a result of Defendants' actions and seeks injunctive and monetary relief.

III. THE PARTIES

Plaintiff

4. Givenchy is organized and existing under the laws of France with its principal place of business in Paris, France.

5. Givenchy is a French luxury fashion house part of the LVMH Group. The house of Givenchy was founded in 1952 by designer Hubert de Givenchy and is a member of Chambre Syndicale de la Haute Couture et du Pret-a-Porter, the regulating commission that determines which fashion houses are eligible to be true haute couture houses. With its world-renowned collections of men's and women's fashion, Givenchy has been sensuously reinterpreting the codes of elegance, sophistication and femininity.

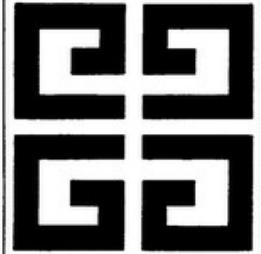
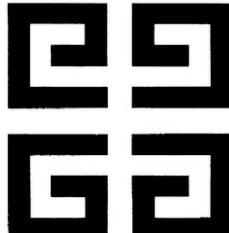
6. Givenchy is engaged in the design, manufacture, sale and distribution of prestigious, high-quality, luxury merchandise, including a wide variety of clothing and fashion accessories, and other similar items sold throughout the United States (collectively, the “Givenchy Products”), all of which prominently display its famous internationally-recognized and federally registered trademarks.

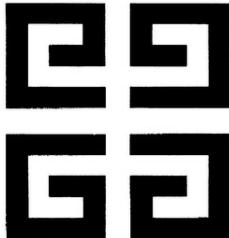
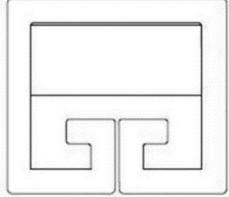
7. The great care given by Givenchy to the conception, the designing and the manufacturing of its products has contributed to build a worldwide unquestioned image of high quality and refinement. The reputation and notoriety of Givenchy products have also been established through widespread and extensive sales, promotion and unsolicited international media notoriety garnered in leading fashion magazines and periodicals. According to the global fashion search engine Lyst.com, Givenchy is ranked 14th of “fashion’s hottest brands and products.” *The Lyst Index Q1 2020*, Lyst, lyst.com/data/the-lyst-index/q120 (last visited May 15, 2020).

8. Givenchy Products are distributed and sold to customers through retailers throughout the United States, including in company-operated boutiques its e-commerce website www.givenchy.com, and in high-quality department stores in Illinois such as Nordstrom and Saks Fifth Avenue.

9. Givenchy incorporates a variety of distinctive marks in the design of its various Givenchy Products. As a result of its long-standing use, Givenchy owns common law trademark rights in its trademarks. Givenchy has also registered its trademarks with the United States Patent and Trademark Office. Givenchy Products typically include at least one of Givenchy's registered trademarks. Often several Givenchy marks are displayed on a single product. Givenchy uses its trademarks in connection with the marketing of its Givenchy Products, including the following marks which are collectively referred to as the "Givenchy Trademarks."

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
831,095	GIVENCHY	June 27, 1967	For: dresses, cloaks, capes, skirts, jackets, suits, two-piece costumes or suits, coats, sweaters, bodices, pullovers, stockings, ties, scarves, hats, gloves in class 25.
1,077,345	GIVENCHY	November 15, 1977	For: jewelry-namely, necklaces, rings, bracelets, brooches, earrings, pendants, and cuff links in class 14.
1,336,562	GIVENCHY	May 21, 1985	For: small leather goods-namely, briefcases, briefcase type portfolios, traveling bags, handbags, suitcases, purses, credit and business card cases, wallets, billfolds, key cases, tote bags in class 18. For: clothing for men and women, namely, shirts, blouses, tops,

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			slacks, jeans, pants, shorts, skirts, coats, sport coats, jackets, suits, sweaters, cardigans, fur coats, fur jackets, formal suits and tuxedos, formal dresses and gowns, neckwear, ties, scarves, shoes, belts, rainwear in class 25.
3,323,677	GIVENCHY	October 30, 2007	For: eyeglasses; sunglasses; eyeglass frames; sunglass frames; eyeglass cases; sunglass cases in class 9.
5,415,172	ANTIGONA	March 6, 2018	For: Boxes of leather or imitation leather; Leather traveling bags; Leather traveling sets, namely, coordinated luggage for traveling; Suitcases; Garment bags for travel; Unfitted vanity cases; Backpacks; Handbags; Briefcases of leather; Leather wallets; Leather coin purses; Leather credit card cases, Leather business card cases; Leather key cases; Umbrellas in class 18.
1,282,216		June 19, 1984	For: sunglasses, optical frames in class 9. For: jewelry in class 14. For: shoulder bags, general purpose carry bags, handbags, tote bags in class 18. For: clothing for men and women, namely, ties in class 25.
2,488,088		September 11, 2001	For: jewelry, bracelets, necklaces, chains, rings, earrings, pendants in class 14.

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
4,798,361		August 25, 2015	For: travelling bags, garment bags for travel; rucksacks, handbags; wallets, purses, in class 18. For: clothing and underwear, namely, shirts, T-shirts, sweaters, skirts, dresses, pants, coats, jackets, belts for clothing, scarves, ties, socks, underwear, swimwear, shoes; headgear, namely, hats and caps in class 25.
5,489,058		June 12, 2018	For: boxes of leather or imitation leather; traveling bags, leather traveling bag sets, suitcases, garment bags for travel; unfitted vanity cases, toiletry bags sold empty; backpacks, handbags; baby-changing bags; briefcases of leather; wallets, coin purses, business card cases, credit card cases, leather key cases in the form of cases; umbrellas in class 18.

10. The Givenchy Trademarks have been used exclusively and continuously in the U.S. by Givenchy, and have never been abandoned. The above U.S. registrations for the Givenchy Trademarks are valid, subsisting, in full force and effect, and some are incontestable pursuant to 15 U.S.C. § 1065. Attached hereto as Exhibit 1 are true and correct copies of the U.S. Registration Certificates for the Givenchy Trademarks included in the above table. The registrations for the Givenchy Trademarks constitute *prima facie* evidence of their validity and of Givenchy's exclusive right to use the Givenchy Trademarks pursuant to 15 U.S.C. § 1057(b).

11. The Givenchy Trademarks are exclusive to Givenchy, and are displayed extensively on Givenchy Products and in Givenchy's marketing and promotional materials.

Givenchy Products have long been among the most famous and popular of their kind in the world and have been extensively promoted and advertised at great expense. In fact, Givenchy has expended millions of dollars annually in advertising, promoting and marketing featuring the Givenchy Trademarks. Because of these and other factors, the Givenchy name and the Givenchy Trademarks have become famous throughout the United States.

12. The Givenchy Trademarks are distinctive when applied to the Givenchy Products, signifying to the purchaser that the products come from Givenchy and are manufactured to Givenchy's quality standards. Whether Givenchy manufactures the products itself or licenses others to do so, Givenchy has ensured that products bearing its trademarks are manufactured to the highest quality standards. The Givenchy Trademarks have achieved tremendous fame and recognition, which has only added to the distinctiveness of the marks. As such, the goodwill associated with the Givenchy Trademarks is of incalculable and inestimable value to Givenchy.

13. For many years, Givenchy has operated a website where it promotes Givenchy Products at Givenchy.com. Givenchy Products are featured and described on the website and are available for purchase. The Givenchy.com website features proprietary content, images, and designs exclusive to Givenchy.

14. Givenchy has expended substantial time, money, and other resources in developing, advertising and otherwise promoting the Givenchy Trademarks. As a result, products bearing the Givenchy Trademarks are widely recognized and exclusively associated by consumers, the public, and the trade as being high quality products from Givenchy. Givenchy is a multi-million-dollar operation, and Givenchy Products have become among the most popular of their kind in the world.

The Defendants

15. Defendants are individuals and business entities of unknown makeup who own and/or operate one or more of the e-commerce stores under at least the Seller Aliases identified on Schedule A and/or other seller aliases not yet known to Plaintiff. On information and belief, Defendants reside and/or operate in the People's Republic of China or other foreign jurisdictions with lax trademark enforcement systems, or redistribute products from the same or similar sources in those locations. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b).

16. On information and belief, Defendants, either individually or jointly, operate one or more e-commerce stores under the Seller Aliases listed in Schedule A attached hereto. Tactics used by Defendants to conceal their identities and the full scope of their operation make it virtually impossible for Givenchy to discover Defendants' true identities and the exact interworking of their counterfeit network. If Defendants provide additional credible information regarding their identities, Givenchy will take appropriate steps to amend the Complaint.

IV. DEFENDANTS' UNLAWFUL CONDUCT

17. The success of the Givenchy brand has resulted in significant counterfeiting of the Givenchy Trademarks. Consequently, Givenchy has a worldwide anti-counterfeiting program and regularly investigates suspicious e-commerce stores identified in proactive Internet sweeps and reported by consumers. In recent years, Givenchy has identified many fully interactive e-commerce stores offering Counterfeit Givenchy Products on online marketplace platforms such as Amazon, eBay, AliExpress, Alibaba, Wish.com, DHgate, Walmart, and Etsy including the e-commerce stores operating under the Seller Aliases. The Seller Aliases target consumers in this Judicial District and throughout the United States. According to a U.S. Customs and Border

Protection (CBP) report, in 2021, CBP made over 27,000 seizures of goods with intellectual property rights (IPR) violations totaling over \$3.3 billion, an increase of \$2.0 billion from 2020.

Intellectual Property Rights Seizure Statistics, Fiscal Year 2021, U.S. Customs and Border Protection ([Exhibit 2](#)). Of the 27,000 in total IPR seizures, over 24,000 came through international mail and express courier services (as opposed to containers), 51 percent of which originated from China and Hong Kong. *Id.*

18. Third party service providers like those used by Defendants do not adequately subject new sellers to verification and confirmation of their identities, allowing counterfeiters to “routinely use false or inaccurate names and addresses when registering with these e-commerce platforms.” [Exhibit 3](#), Daniel C.K. Chow, *Alibaba, Amazon, and Counterfeiting in the Age of the Internet*, 40 NW. J. INT’L L. & BUS. 157, 186 (2020); *see also* report on “Combating Trafficking in Counterfeit and Pirated Goods” prepared by the U.S. Department of Homeland Security’s Office of Strategy, Policy, and Plans (Jan. 24, 2020), attached as [Exhibit 4](#) and finding that on “at least some e-commerce platforms, little identifying information is necessary for a counterfeiter to begin selling” and recommending that “[s]ignificantly enhanced vetting of third-party sellers” is necessary. Counterfeiters hedge against the risk of being caught and having their websites taken down from an e-commerce platform by preemptively establishing multiple virtual store-fronts. [Exhibit 4](#) at p. 22. Since platforms generally do not require a seller on a third-party marketplace to identify the underlying business entity, counterfeiters can have many different profiles that can appear unrelated even though they are commonly owned and operated. [Exhibit 4](#) at p. 39. Further, “E-commerce platforms create bureaucratic or technical hurdles in helping brand owners to locate or identify sources of counterfeits and counterfeiters.” [Exhibit 3](#) at 186-87.

19. 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, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and, on information and belief, have sold Counterfeit Givenchy Products to residents of Illinois.

20. Defendants concurrently employ and benefit from substantially similar advertising and marketing strategies. For example, Defendants facilitate sales by designing the e-commerce stores operating under the Seller Aliases so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers. E-commerce stores operating under the Seller Aliases look sophisticated and accept payment in U.S. dollars and/or funds from U.S. bank accounts via credit cards, Alipay, Amazon Pay, 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. Givenchy has not licensed or authorized Defendants to use any of the Givenchy Trademarks, and none of the Defendants are authorized retailers of genuine Givenchy Products.

21. Many Defendants also deceive unknowing consumers by using the Givenchy Trademarks without authorization within the content, text, and/or meta tags of their e-commerce stores in order to attract various search engines crawling the Internet looking for websites relevant to consumer searches for Givenchy Products. Other e-commerce stores operating under the Seller Aliases omit using Givenchy 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 Givenchy Products.

22. E-commerce store operators like Defendants commonly engage in fraudulent conduct when registering the Seller Aliases by providing false, misleading and/or incomplete information to e-commerce platforms to prevent discovery of their true identities and the scope of their e-commerce operation.

23. E-commerce store operators like Defendants regularly register or acquire new seller aliases for the purpose of offering for sale and selling Counterfeit Givenchy Products. Such seller alias registration patterns are one of many common tactics used by e-commerce store operators like Defendants to conceal their identities and the full scope and interworking of their counterfeiting operation, and to avoid being shut down.

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

25. E-commerce store operators like Defendants are in constant communication with each other and regularly participate in QQ.com chat rooms and through websites such as

sellerdefense.cn, kaidianyo.com and kuajingvs.com regarding tactics for operating multiple accounts, evading detection, pending litigation, and potential new lawsuits.

26. Counterfeitors such as Defendants typically operate under multiple seller aliases and payment accounts so that they can continue operation in spite of Givenchy's enforcement. E-commerce store operators like Defendants maintain off-shore bank accounts and regularly move funds from their financial accounts to off-shore accounts outside the jurisdiction of this Court to avoid payment of any monetary judgment awarded to Givenchy. Indeed, analysis of financial account transaction logs from previous similar cases indicates that off-shore counterfeiters regularly move funds from U.S.-based financial accounts to off-shore accounts outside the jurisdiction of this Court.

27. Defendants are working in active concert to knowingly and willfully manufacture, import, distribute, offer for sale, and sell Counterfeit Givenchy Products in the same transaction, occurrence, or series of transactions or occurrences. Defendants, without any authorization or license from Plaintiff, have jointly and severally, knowingly and willfully used and continue to use the Givenchy Trademarks in connection with the advertisement, distribution, offering for sale, and sale of Counterfeit Givenchy Products into the United States and Illinois over the Internet.

28. Defendants' unauthorized use of the Givenchy Trademarks in connection with the advertising, distribution, offering for sale, and sale of Counterfeit Givenchy Products, including the sale of Counterfeit Givenchy Products into the United States, including Illinois, is likely to cause and has caused confusion, mistake, and deception by and among consumers and is irreparably harming Givenchy.

COUNT I
TRADEMARK INFRINGEMENT AND COUNTERFEITING (15 U.S.C. § 1114)

29. Givenchy hereby re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

30. This is a trademark infringement action against Defendants based on their unauthorized use in commerce of counterfeit imitations of the federally registered Givenchy Trademarks in connection with the sale, offering for sale, distribution, and/or advertising of infringing goods. The Givenchy Trademarks are highly distinctive marks. Consumers have come to expect the highest quality from Givenchy Products offered, sold or marketed under the Givenchy Trademarks.

31. Defendants have sold, offered to sell, marketed, distributed, and advertised, and are still selling, offering to sell, marketing, distributing, and advertising products using counterfeit reproductions of the Givenchy Trademarks without Givenchy's permission.

32. Givenchy is the exclusive owner of the Givenchy Trademarks. Givenchy's United States Registrations for the Givenchy Trademarks (Exhibit 1) are in full force and effect. Upon information and belief, Defendants have knowledge of Givenchy's rights in the Givenchy Trademarks, and are willfully infringing and intentionally using counterfeits of the Givenchy Trademarks. Defendants' willful, intentional and unauthorized use of the Givenchy Trademarks is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of the Counterfeit Givenchy Products among the general public.

33. Defendants' activities constitute willful trademark infringement and counterfeiting under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

34. Givenchy has no adequate remedy at law, and if Defendants' actions are not enjoined, Givenchy will continue to suffer irreparable harm to its reputation and the goodwill of its well-known Givenchy Trademarks.

35. The injuries and damages sustained by Givenchy have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offering to sell, and sale of Counterfeit Givenchy Products.

COUNT II
FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a))

36. Givenchy hereby re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

37. Defendants' promotion, marketing, offering for sale, and sale of Counterfeit Givenchy Products has created and is creating a likelihood of confusion, mistake, and deception among the general public as to the affiliation, connection, or association with Givenchy or the origin, sponsorship, or approval of Defendants' Counterfeit Givenchy Products by Givenchy.

38. By using the Givenchy Trademarks in connection with the sale of Counterfeit Givenchy Products, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Counterfeit Givenchy Products.

39. Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the Counterfeit Givenchy Products to the general public involves the use of counterfeit marks and is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

40. Givenchy has no adequate remedy at law and, if Defendants' actions are not enjoined, Givenchy will continue to suffer irreparable harm to its reputation and the goodwill of its Givenchy brand.

PRAYER FOR RELIEF

WHEREFORE, Givenchy prays for judgment against Defendants as follows:

- 1) That 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, preliminarily, and permanently enjoined and restrained from:
 - a. using the Givenchy Trademarks 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 Givenchy Product or is not authorized by Givenchy to be sold in connection with the Givenchy Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Givenchy Product or any other product produced by Givenchy, that is not Givenchy's or not produced under the authorization, control, or supervision of Givenchy and approved by Givenchy for sale under the Givenchy Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Givenchy Products are those sold under the authorization, control or supervision of Givenchy, or are sponsored by, approved by, or otherwise connected with Givenchy;
 - d. further infringing the Givenchy Trademarks and damaging Givenchy's goodwill; 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 Givenchy, nor authorized by Givenchy to be sold or offered for sale, and which bear any of Givenchy's

trademarks, including the Givenchy Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof;

- 2) Entry of an Order that, at Givenchy's choosing, the registrant of the Domain Names shall be changed from the current registrant to Givenchy, and that the domain name registries for the Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, shall unlock and change the registrar of record for the Domain Names to a registrar of Givenchy's selection, and that the domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC ("GoDaddy"), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com ("PDR"), and Namecheap Inc. ("Namecheap"), shall take any steps necessary to transfer the Domain Names to a registrar account of Givenchy's selection; or that the same domain name registries shall disable the Domain Names and make them inactive and untransferable;
- 3) Entry of an Order that, upon Givenchy's request, those with notice of the injunction, including, without limitation, any online marketplace platforms such as eBay, AliExpress, Alibaba, Amazon, Wish.com, Walmart, DHgate and Etsy (collectively, the "Third Party Providers") shall disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Givenchy Trademarks;
- 4) That Defendants account for and pay to Givenchy all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of the Givenchy Trademarks be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;

- 5) In the alternative, that Givenchy be awarded statutory damages for willful trademark counterfeiting pursuant to 15 U.S.C. § 1117(c)(2) of \$2,000,000 for each and every use of the Givenchy Trademarks;
- 6) That Givenchy be awarded its reasonable attorneys' fees and costs; and
- 7) Award any and all other relief that this Court deems just and proper.

Dated this 12th day of April 2023.

Respectfully submitted,

/s/ Justin R. Gaudio

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