

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

HUBLOT SA,

Plaintiff,

v.

Case No. 25-cv-08377

THE PARTNERSHIPS and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A,

Defendants.

COMPLAINT

Plaintiff Hublot SA (“Hublot”) brings this action against the Partnerships and Unincorporated Associations identified on Schedule A filed herewith (collectively, “Defendants”) alleging 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 ecommerce stores operating under the seller aliases identified in Schedule A attached hereto (the “Seller Aliases”). 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, on information and belief, have sold products using infringing and counterfeit versions of Hublot'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 Hublot substantial injury in the State of Illinois.

II. INTRODUCTION

3. Hublot files this action to combat e-commerce store operators who trade upon Hublot's reputation and goodwill by selling unauthorized and unlicensed products, including watches, using infringing and counterfeit versions of Hublot's federally registered trademarks (the "Counterfeit Hublot Products"). Defendants operate e-commerce stores under one or more Seller Aliases that advertise, offer for sale and sell Counterfeit Hublot Products to unknowing consumers.

4. E-commerce stores operating under the Seller Aliases share unique identifiers, establishing a logical relationship between them and giving rise to the inference 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 multiple Seller Aliases to conceal their identities and the full scope and interworking of their counterfeiting operation. Hublot is forced to file this action to combat Defendants' counterfeiting of its registered trademarks, as well as to protect unknowing consumers from purchasing Counterfeit Hublot Products over the Internet. Hublot has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of its valuable trademarks because of Defendants' actions and seeks injunctive and monetary relief.

III. THE PARTIES

5. Hublot is organized and existing under the laws of Switzerland with its principal place of business in Nyon, Switzerland.



6. Hublot is a world-famous luxury brand, founded in 1980 by Carlo Crocco. Plaintiff is engaged in the manufacture, sale and distribution of prestigious, high-quality, luxury, mechanical and electronic watches (collectively, the “Hublot Products”). The Hublot Products prominently display Plaintiff’s famous internationally recognized and federally registered trademarks. In 2008, Hublot became a part of the Louis Vuitton Moet Hennessy (LVMH) group.



7. Hublot Products have become enormously popular and even iconic, driven by Hublot’s arduous quality standards and innovative designs. Among the purchasing public, genuine Hublot Products are instantly recognizable as such. In the United States and around the world, the Hublot brand has come to symbolize high quality, and Hublot Products are among the most recognizable of their kind in the world.

8. Hublot Products are distributed and sold to customers through authorized retailers throughout the United States, including in company-operated boutiques, via its e-commerce website located at www.hublot.com, and through a selective network of high-quality stores in Illinois such as Geneva Seal.

9. Hublot incorporates a variety of distinctive marks in the design of its various Hublot Products. As a result of its long-standing use, Hublot owns common law trademark rights in its trademarks. Hublot has also registered its trademarks with the United States Patent and Trademark Office. Hublot Products typically include at least one of Hublot’s registered



trademarks. Often several Hublot marks are displayed on a single product. Hublot uses its trademarks in connection with the marketing of its Hublot Products, including the following marks which are collectively referred to as the “HUBLOT Trademarks.”

REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
1,222,529		January 4, 1983	For: Watches and Clocks and Parts Therefor; Chronometers; Chronographs; Costume Jewelry and Jewelry Made Wholly or in Part of Precious Metals in class 014.
3,405,702		April 1, 2008	For: Sunglasses, sports eyewear, spectacle frames, spectacle cases in class 009. For: Pencil stands, propelling pencils, roller pens, penholders and pen clips, pens, pen nibs, pen cases, writing materials, namely, inks and pads in class 016. For: Rucksacks, handbags, traveling bags, trunks and suitcases, boxes and cases of leather or imitation leather, valises for personal effects, attache cases, traveling bag sets, briefcases, key cases, business card cases, umbrellas, parasols and walking sticks in class 018.
3,661,145		July 28, 2009	For: Clothing, namely, tee-shirts, shirts, jerseys, pullovers, skirts, trousers, jackets, suits, coats, sashes for

			wear, ties; footwear, headwear, namely, hats and caps in class 025. For: Tobacco; matches and smokers' articles not made of precious metals, namely, smokers' ashtrays, cigar and cigarette boxes, smokers' lighters, smokers' ashtrays in
REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
			class 034.
3,787,659		May 11, 2010	For: Movements for clocks and watches in class 014.
3,083,092	BLACK MAGIC	April 18, 2006	For: Jewellery; timepieces and chronometric instruments namely watches used as chronographs, watches used as chronoscopes, chronometers, watches, wristwatches, jewellery watches, diving watches in class 014.
3,149,003	BIG BANG	September 26, 2006	For: Timepieces and chronometric instruments and parts thereof namely watch cases, watch bands, watches used as chronographs, watches used as chronoscopes, chronometers, watches, wristwatches, dress watches, diving watches, movements for clocks and watches, movements for watches in class 014.
3,376,234	BIG BANG	January 29, 2008	For: Sunglasses, sports eyewear, spectacle frames, spectacle cases in class 009.

3,814,806	KING POWER	July 6, 2010	For: Jewelry; horological and chronometric instruments, namely, watches, wristwatches, watch bands, dials, clocks, wall c locks, chronometers, chronographs in class 014.
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REGISTRATION NUMBER	REGISTERED TRADEMARK	REGISTRATION DATE	INTERNATIONAL CLASSES
4,140,869	KEY OF TIME	May 15, 2012	For: Jewelry, timepieces and chronometric instruments, namely, watches, wristwatches, watch bands, watch cases, dials, clocks, wall clocks, chronometers, chronographs in class 014.
4,381,674	MAGIC GOLD	August 13, 2013	For: Gold-based alloys and composites thereof and goods made of the aforesaid materials, namely, watches, wristwatches, watch straps, dials for clocks- and watch-making, chronometers, and chronographs for use as timepieces, all the foregoing containing gold in class 014.
4,779,597	FIRMAMENT	July 28, 2015	For: Timepieces and chronometric instruments, namely, watches, wristwatches, chronometers, clocks, table clocks, movements for timepieces; jewelry, namely, bracelets, rings, necklaces, earrings, pendants, brooches, cufflinks in class 014.
3,715,561		November 24, 2009	For: Jewellery; horological and chronometric instruments, namely, watches, wristwatches, watchbands, watch cases, dials, clocks, wall clocks,

			chronometers, chronographs in class 014.
4,916,069		March 15, 2016	For: Jewelry, timepieces and chronometric instruments, namely, watches, wristwatches, watch straps, watch cases, dials for clock- and watch making, clocks, wall clocks, chronometers and chronographs as watches in class 014.

10. The HUBLOT Trademarks have been used exclusively and continuously in the U.S. by Hublot and have never been abandoned. The above U.S. registrations for the HUBLOT Trademarks are valid, subsisting, in full force and effect, and many 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 Hublot Trademarks included in the above table. The registrations for the HUBLOT Trademarks constitute prima facie evidence of their validity and of Hublot's exclusive right to use the Hublot Trademarks pursuant to 15 U.S.C. § 1057(b).

11. The HUBLOT Trademarks are exclusive to Hublot and are displayed extensively on Hublot Products and in Hublot's marketing and promotional materials. Hublot 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, Hublot has expended millions of dollars annually in advertising, promoting, and marketing featuring the Hublot Trademarks. Because of these and other factors, the Hublot name and the Hublot Trademarks have become famous throughout the United States.

12. The Hublot Trademarks are distinctive when applied to Hublot Products,

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

13. Hublot operates an e-commerce website where it promotes Hublot Products at hublot.com. Hublot Products are featured and described on the website and are available for purchase. The Hublot.com website features proprietary content, images, and designs exclusive to Hublot.

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

15. Defendants are individuals and business entities of unknown makeup who own and/or operate one or more of the e-commerce stores under the Seller Aliases identified on Schedule A and/or other seller aliases not yet known to Hublot. 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 Hublot to learn Defendants' true identities and the exact interworking of their counterfeit network. If Defendants provide additional credible information regarding their identities, Hublot intends to take appropriate steps to amend the Complaint.

IV. DEFENDANTS' UNLAWFUL CONDUCT

17. The success of the Hublot brand has resulted in its significant counterfeiting. Consequently, Hublot 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, Hublot has identified numerous fully interactive e-commerce stores, including those operating under the Seller Aliases, which were targeting and/or offering for sale Counterfeit Hublot Products to consumers in this District and throughout the United States.

18. According to U.S. Customs and Border Protection ("CBP"), in fiscal year 2021 "CBP made over 27,000 seizures . . . with an estimated manufacturer's suggested retail price (MSRP) of over \$3.3 billion, which represents an increase of 152% over the previous Fiscal Year, when goods valued at \$1.3 billion MSRP were seized for IPR [Intellectual Property Rights] violations." (*See* Exhibit 2, Fiscal Year 2021 Intellectual Property Rights Seizure Statistics Report, at 5.) In FY 2021, over 24,000 of the IPR seizures (about 89 percent of the total) were shipped via mail or express services (as opposed to cargo or other means). (*Id.* at 37.) Over 50 percent of the IPR seizures (with an MSRP of over \$2.5 billion) originated from China and Hong Kong. (*Id.* at 35.)

19. 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.” (*See* 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).)

20. In its report on “Combating Trafficking in Counterfeit and Pirated Goods,” the U.S. Department of Homeland Security’s Office of Strategy, Policy, and Plans found that on “at least some e-commerce platforms, little identifying information is necessary for a counterfeiter to begin selling” and recommended that “[s]ignificantly enhanced vetting of third-party sellers” is necessary. (Exhibit 4 hereto at 11, 35 (Jan. 24, 2020).) The report also notes that counterfeit

21. products account for billions in economic losses, resulting in millions of lost jobs for legitimate businesses. (*Id.* at 18-19.)

22. 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. (*Id.* at 22.) Since platforms generally do not require a seller to identify its underlying business entity, counterfeiters can have many different profiles that appear unrelated even though they are commonly owned and operated. (*Id.* at 39.) Further, “E-commerce platforms create bureaucratic or technical hurdles in helping brand owners to locate or identify sources of counterfeits and counterfeiters.” (*Id.* at 25.)

23. 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, on information and belief, have sold Counterfeit Hublot Products to residents of Illinois.

24. 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 appear sophisticated and accept payment in U.S. dollars via credit cards, Alipay, Amazon Pay, and/or PayPal, among other methods. 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. Hublot has not licensed or authorized Defendants to use any of the Hublot Trademarks, and none of the Defendants are authorized retailers of genuine Hublot Products.

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

26. On information and belief, Defendants have engaged 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.

27. On information and belief, Defendants regularly register or acquire new seller aliases for the purpose of offering for sale and selling Counterfeit Hublot Products. Such seller alias registration patterns are one of many common tactics used by the Defendants to conceal their identities and the full scope and interworking of their counterfeiting operation, and to avoid

being shut down.

28. 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 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 or misspellings, and/or the use of the same text and images. Additionally, Counterfeit Hublot Products for sale by the Seller Aliases

29. bear similar irregularities and indicia of being counterfeit to one another, suggesting that the Counterfeit Hublot Products were manufactured by and come from a common source and that Defendants are interrelated.

30. On information and belief, 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.

31. Counterfeiters such as Defendants typically operate under multiple seller aliases and payment accounts so that they can continue operation despite Hublot's enforcement efforts. On information and belief, 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 Hublot.

32. On information and belief, Defendants are an interrelated group of counterfeiters

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

33. Defendants' unauthorized use of the Hublot Trademarks in connection with the advertising, distribution, offering for sale, and sale of Counterfeit Hublot Products, including the sale of Counterfeit Hublot 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 Hublot.

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

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

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

36. 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 HUBLOT Trademarks without Hublot's permission.

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

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

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

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

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

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

42. Defendants' promotion, marketing, offering for sale, and sale of Counterfeit Hublot 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 Hublot or the origin, sponsorship, or approval of Defendants' Counterfeit Hublot Products by Hublot.

43. By using the HUBLOT Trademarks on the Counterfeit Hublot Products, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Counterfeit Hublot Products.

44. Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the Counterfeit Hublot 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.

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

PRAYER FOR RELIEF

WHEREFORE, Hublot prays for judgment against Defendants as follows:

(1) That Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, through, under, or in active concert with them be temporarily, preliminarily, and permanently enjoined and restrained from:

a. Using the HUBLOT 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 Hublot Product or is not authorized by Hublot to be sold in connection with the HUBLOT Trademarks;

b. Passing off, inducing, or enabling others to sell or pass off any product as a genuine Hublot Product that is not Hublot's or not produced under the authorization, control, or supervision of Hublot and approved by Hublot for sale under the HUBLOT Trademarks;

c. Committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Hublot Products are those sold under the authorization, control or supervision of Hublot, or are sponsored by, approved by, or otherwise connected with Hublot;

d. Further infringing the HUBLOT Trademarks and damaging Hublot'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 Hublot, nor authorized by Hublot to be sold or offered for sale, and which bear any of Hublot's trademarks, including the HUBLOT Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof;

(2) For entry of an Order that, upon Hublot's request, those with notice of the injunction, including, without limitation, any online marketplace platforms such as eBay, AliExpress, Alibaba, Amazon, Wish.com, and Dhgate 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 HUBLOT Trademarks;

(3) That Defendants account for and pay to Hublot all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of the HUBLOT Trademarks be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;

(4) In the alternative, that Hublot 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 HUBLOT Trademarks;

(5) That Hublot be awarded its reasonable attorneys' fees and costs; and

(6) That awards Hublot any and all other relief that this Court deems just and proper.

Dated July 22 2025

Respectfully submitted,

/s/ Paul Kossof

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