

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

MERCH TRAFFIC, LLC,

Plaintiff,

v.

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

Defendants.

Case No. 25-cv-08404

COMPLAINT

Plaintiff Merch Traffic, LLC (“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.

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 trademarks licensed by Plaintiff to residents of Illinois. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Plaintiff substantial injury in the State of Illinois.

II. INTRODUCTION

3. This action has been filed by Plaintiff to combat e-commerce store operators who trade upon Plaintiff's reputation and goodwill by offering for sale and/or selling unauthorized and unlicensed products, including apparel and other merchandise, using infringing and counterfeit versions of trademarks licensed by Plaintiff (the "Counterfeit Products"). Defendants create e-commerce stores operating under one or more Seller Aliases that are advertising, offering for sale, and selling Counterfeit Products to unknowing consumers. Defendants' activities, occurring at the same time and in the same retail space and manner as one another, blend together to create a single negative impression on consumers such that they constitute the same occurrence or series of 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. Plaintiff is forced to file this action to combat Defendants' counterfeiting, as well as to protect unknowing consumers from purchasing Counterfeit Products over the Internet. Plaintiff has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of its licensed trademark as a result of Defendants' actions and seeks injunctive and monetary relief.

III. THE PARTIES

Plaintiff

4. Plaintiff Merch Traffic, LLC is a Delaware company with its headquarters in New York, New York. Plaintiff operates as a merchandiser, merchandise license agent, and intellectual property enforcement agent with regards to infringing merchandise for the musical performer Bruno Mars. Plaintiff is the exclusive licensee for Bruno Mars branded merchandise in the United States.

5. Bruno Mars (the professional name of Peter Gene Hernandez) is an American musician, singer, songwriter, and record producer. Bruno Mars' music includes a variety of styles, genres, and influences, including pop, R&B, funk, soul, reggae, and rock. Before rising to fame as a solo artist, Bruno Mars helped create hit songs for, among others, Flo Rida, Cee-Lo Green, and Snoop Dogg as part of the songwriting-producing team known as The Smeezingtons. Bruno Mars has since collaborated with several well-known artists including Lady Gaga, Cardi B, Anderson .Paak, Rosé, and Mark Ronson.

6. In 2010, Bruno Mars' successful career as solo began with the release of his lead single "Just the Way You Are" from his debut studio album *Doo-Wops & Hooligans*. The single topped the charts of several countries, including Australia, Canada, and the U.S., and the album debuted at number three on the Billboard 200. Since its release, Bruno Mars' *Doo-Wops & Hooligans* album has sold over 15.5 million copies worldwide. Its success also gave rise to two other singles, including "Grenade" and "The Lazy Song." "Grenade" was certified diamond by the Recording Industry Association of America, seven times platinum by the Australian Recording Industry Association, and six times platinum by Music Canada. "Grenade" was the second best-selling digital single of 2011 with 10.2 million copies. Likewise, in 2011, Bruno Mars was

awarded his first Grammy Award for Best Male Pop Vocal Performance for “Just the Way You Are.”

7. Bruno Mars has since released two additional solo studio albums including *Unorthodox Jukebox* in 2012 and *24k Magic* in 2016. *Unorthodox Jukebox* featured two critically acclaimed singles, “Locked Out of Heaven” and “When I Was Your Man,” both of which topped the U.S. Billboard Hot 100 chart. The album also earned Bruno Mars a Juno Award for International Album of the Year, a Grammy Award for Best Pop Vocal Album, and nominations for Record of the Year and Song of the Year. *24k Magic* garnered commercial and critical success, becoming Bruno Mars’ first number-one album on the Billboard U.S. Top R&B/Hip-Hop Albums. The album included the commercially successful singles “That’s What I Like” and “Finesse (featuring Cardi B)” and won seven Grammy Awards, including Album of the Year, Best R&B Album, Record of the Year, and Song of the Year.

8. In 2021, Bruno Mars released a collaborative studio album with Anderson .Paak titled *An Evening With Silk Sonic*. The album received widespread critical acclaim and commercial success, becoming Bruno Mars’ most acclaimed studio album in his career. The single “Leave the Door Open” won four Grammy Awards, including Record of the Year, Song of the Year, Best R&B Performance, and Best R&B Song.

9. Bruno Mars continues to receive critical and commercial acclaim through recently released collaborations such as “Die with a Smile” with Lady Gaga and “Apt.” with Rosé. “Die with a Smile” became Bruno Mars’ first number-one song on the Billboard Global 200 and received a Grammy Award for Best Pop Duo/Group Performance as well as a Grammy Award nomination for Song of the Year. “Apt.” became Bruno Mars’ second number-one song on the Billboard Global 200.

10. Products sold under the Bruno Mars brand include clothing and various accessories. Bruno Mars branded products are distributed and sold to consumers throughout the United States, including in Illinois, through various affiliates, exclusive merchandise pop-up shops, and through the store.brunomars.com webstore.

11. As a result of long-standing use, there are common law trademark rights in the Bruno Mars trademarks. The Bruno Mars trademarks are registered with the United States Patent and Trademark Office. Plaintiff is the exclusive licensee of Bruno Mars branded merchandise in the United States and is authorized by Mars Force Trademarks, LLC² to enforce the rights in its trademarks, including the following marks are collectively referred to as the “BRUNO MARS Trademarks.”

REGISTRATION NUMBER	REGISTERED TRADEMARK
4,143,492 4,147,313 4,625,163	BRUNO MARS
5,915,219	XXIVK MAGIC

12. The above U.S. registrations for the BRUNO MARS Trademarks are valid, subsisting, in full force and effect, and some are incontestable pursuant to 15 U.S.C. § 1065. The registrations for the BRUNO MARS Trademarks constitute *prima facie* evidence of their validity and of the exclusive right to use the BRUNO MARS Trademarks pursuant to 15 U.S.C. § 1057(b). Incontestable status under 15 U.S.C. § 1065 provides that the registrations for the BRUNO MARS Trademarks are conclusive evidence of the validity of the BRUNO MARS Trademarks and of the registrations of the BRUNO MARS Trademarks, of ownership of the BRUNO MARS Trademarks, and of the exclusive right to use the BRUNO MARS Trademarks in commerce. 15

² Mars Force Trademarks, LLC is the owner of the BRUNO MARS Trademarks.

U.S.C. §§ 1115(b), 1065. Attached hereto as **Exhibit 1** is a true and correct copy of the United States Registration Certificate for the BRUNO MARS Trademarks included in the above table.

13. The BRUNO MARS Trademarks are displayed extensively on Bruno Mars products and in marketing and promotional materials. The Bruno Mars brand has been extensively promoted and advertised at great expense. In fact, Plaintiff, or third parties on Plaintiff's and Bruno Mars' behalf, have expended millions of dollars in advertising, promoting, and marketing featuring the BRUNO MARS Trademarks, as well as significant time and other resources. As a result, products bearing the BRUNO MARS Trademarks are widely recognized and exclusively associated by consumers, the public, and the trade as being products sourced from Plaintiff.

14. The BRUNO MARS Trademarks are distinctive when applied to the Bruno Mars products, signifying to the purchaser that the products come from Plaintiff and are manufactured to Plaintiff's quality standards. The BRUNO MARS Trademarks have achieved tremendous fame and recognition, which has only added to the distinctiveness of the marks. As such, the goodwill associated with the BRUNO MARS Trademarks is of incalculable and inestimable value to Plaintiff.

15. For years, Bruno Mars (in partnership with Plaintiff) has operated e-commerce webstores where he promotes and sells genuine Bruno Mars products at store.brunomars.com, including apparel and other merchandise. The store.brunomars.com webstore features proprietary content, images, and designs exclusive to Bruno Mars and Plaintiff.

16. Plaintiff's innovative marketing and product designs, combined with the immense popularity of Bruno Mars, have made the BRUNO MARS Trademarks famous marks. The widespread fame, outstanding reputation, and significant goodwill associated with the Bruno Mars brand have made the BRUNO MARS Trademarks invaluable assets of Plaintiff.

The Defendants

17. 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).

18. 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 Plaintiff to learn Defendants' true identities and the exact interworking of their counterfeit network. If Defendants provide additional credible information regarding their identities, Plaintiff will take appropriate steps to amend the Complaint.

IV. DEFENDANTS' UNLAWFUL CONDUCT

19. The success of the Bruno Mars brand has resulted in significant counterfeiting of the BRUNO MARS Trademarks. Consequently, Plaintiff has an anti-counterfeiting program and regularly investigates suspicious e-commerce stores identified in proactive Internet sweeps and reported by consumers. In recent years, Plaintiff has identified many fully interactive, e-commerce stores offering Counterfeit Products on online marketplace platforms, including the e-commerce stores operating under the Seller Aliases. The Seller Aliases target consumers in this Judicial District and throughout the United States. At last count, global trade in counterfeit and pirated goods was worth an estimated \$467 billion per year — accounting for a staggering 2.3% of all

imports, according to the Organization for Economic Cooperation and Development (the “OECD”)³ The primary source of all those counterfeits, the OECD and others say, is China.⁴

20. 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.”⁵ 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.⁶ 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.⁷ Further, “E-commerce platforms create bureaucratic or technical hurdles in helping brand owners to locate or identify sources of counterfeits and counterfeiters.”⁸

21. 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

³ See Press Release, Organization for Economic Cooperation and Development, *Global trade in fake goods reached USD 467 billion, posing risks to consumer safety and compromising intellectual property* (May 7, 2025), <https://www.oecd.org/en/about/news/press-releases/2025/05/global-trade-in-fake-goods-reached-USD-467-billion-posing-risks-to-consumer-safety-and-compromising-intellectual-property.html>.

⁴ *Id.*; See also, *Intellectual Property Rights Seizure Statistics, Fiscal Year 2024*, U.S. Customs and Border Protection.

⁵ See 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), 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.

⁶ *Id.* at p. 22.

⁷ *Id.* at p. 39.

⁸ Chow, *supra* note 5, at p. 186-87.

U.S. bank accounts, and, on information and belief, have sold Counterfeit Products to residents of Illinois.

22. 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 and/or funds from U.S. bank accounts via credit cards, 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. Plaintiff has not licensed or authorized Defendants to use the BRUNO MARS Trademarks, and none of the Defendants are authorized retailers of genuine Bruno Mars products.

23. Many Defendants also deceive unknowing consumers by using the BRUNO MARS Trademarks authorization within the content, text, and/or meta tags of their e-commerce stores to attract various search engines crawling the Internet looking for e-commerce stores relevant to consumer searches for Bruno Mars products. Other e-commerce stores operating under the Seller Aliases omit using the BRUNO MARS 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 Bruno Mars products.

24. 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.

25. E-commerce store operators like Defendants regularly register or acquire new seller aliases for the purpose of offering for sale and selling Counterfeit 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.

26. Defendants are collectively causing harm to Plaintiff's goodwill and reputation because the effect of their unlawful actions taken together amplifies each harm and creates a single negative consumer impression. Defendants' activities, occurring at the same time and in the same retail space and manner as one another, blend together to create a single negative impression on consumers such that they constitute the same occurrence or series of occurrences. The combination of all Defendants engaging in the same illegal activity in the same time span causes a collective harm to Plaintiff in a way that individual actions, occurring alone, might not.

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

28. Counterfeiters such as Defendants typically operate multiple seller aliases and payment accounts so that they can continue operation in spite of Plaintiff'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 Plaintiff. 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.

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

30. Defendants' unauthorized use of the BRUNO MARS Trademarks in connection with the advertising, distribution, offering for sale, and sale of Counterfeit Products, including the sale of Counterfeit 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 Plaintiff.

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

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

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

33. 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 BRUNO MARS Trademarks without Plaintiff's permission.

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

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

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

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

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

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

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

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

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff 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 BRUNO MARS 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 Bruno Mars product or is not authorized by Plaintiff to be sold in connection with the BRUNO MARS Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Bruno Mars product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the BRUNO MARS Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing the BRUNO MARS Trademarks and damaging Plaintiff'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 Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear the BRUNO MARS Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof;
- 2) Entry of an Order that, upon Plaintiff's request, those with notice of the injunction, including, without limitation, any online marketplace platforms such as Amazon, eBay, PayPal, Temu, and Walmart (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 BRUNO MARS Trademarks;
- 3) That Defendants account for and pay to Plaintiff all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of the BRUNO MARS 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 Plaintiff 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 BRUNO MARS Trademarks;
- 5) That Plaintiff be awarded its reasonable attorneys' fees and costs; and
- 6) Award any and all other relief that this Court deems just and proper.

Dated this 22nd day of July 2025.

Respectfully submitted,

/s/ Justin R. Gaudio

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