

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

SKYBROOK E-COMMERCE, LLC
a North Carolina Limited Liability Company,

Plaintiff,

Case No.: 1:25-cv-10649

v.

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

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff SkyBrook E-Commerce, LLC, by and through its attorneys Revision Legal, PLLC, states as follows for its Complaint and Demand for Jury Trial:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff SkyBrook E-Commerce, LLC (“Plaintiff” or “Skybrook”) is a North Carolina limited liability company.

2. Upon information and belief, the Partnerships and Unincorporated Associations Identified on Schedule A (“Defendants”) are individuals and business entities that own and/or operate one or more ecommerce stores under the seller aliases in Schedule A, based out of China, Vietnam, Singapore, or other foreign jurisdictions.

3. 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 and 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331.

4. Personal jurisdiction is proper over Defendants because exercise thereof would not offend traditional notions of fair play or substantial justice because Defendants have purposefully

availed themselves of this forum state, the cause of action arises from Defendants' activities here, and the Defendants' actions have caused damage to Skybrook in the State of Illinois.

5. Specifically, Defendants purposefully and intentionally availed themselves of this forum state by manufacturing, importing, distributing, offering for sale, displaying, advertising, and/or selling counterfeit goods bearing Skybook's trademark and by creating and operating interactive websites that reveal specifically intended interactions with residents of the State of Illinois.

6. 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 stores operating under several aliases. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more aliases identified in Schedule A attached hereto ("Seller Aliases"). They 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 Skybrook's federally registered trademark to residents of Illinois. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Skybrook substantial injury in the State of Illinois.

STATEMENT OF FACTS

Plaintiff's Business

7. Skybrook is an ecommerce company that operates an online store, <everdries.com>, offering specialty incontinence garments for women, specifically underwear.

8. Skybrook has created an extremely successful business and has completed over 700,000 orders, with the vast majority of sales originating through its website and online channels, through its extensive online marketing efforts, social media, and other online advertisements.

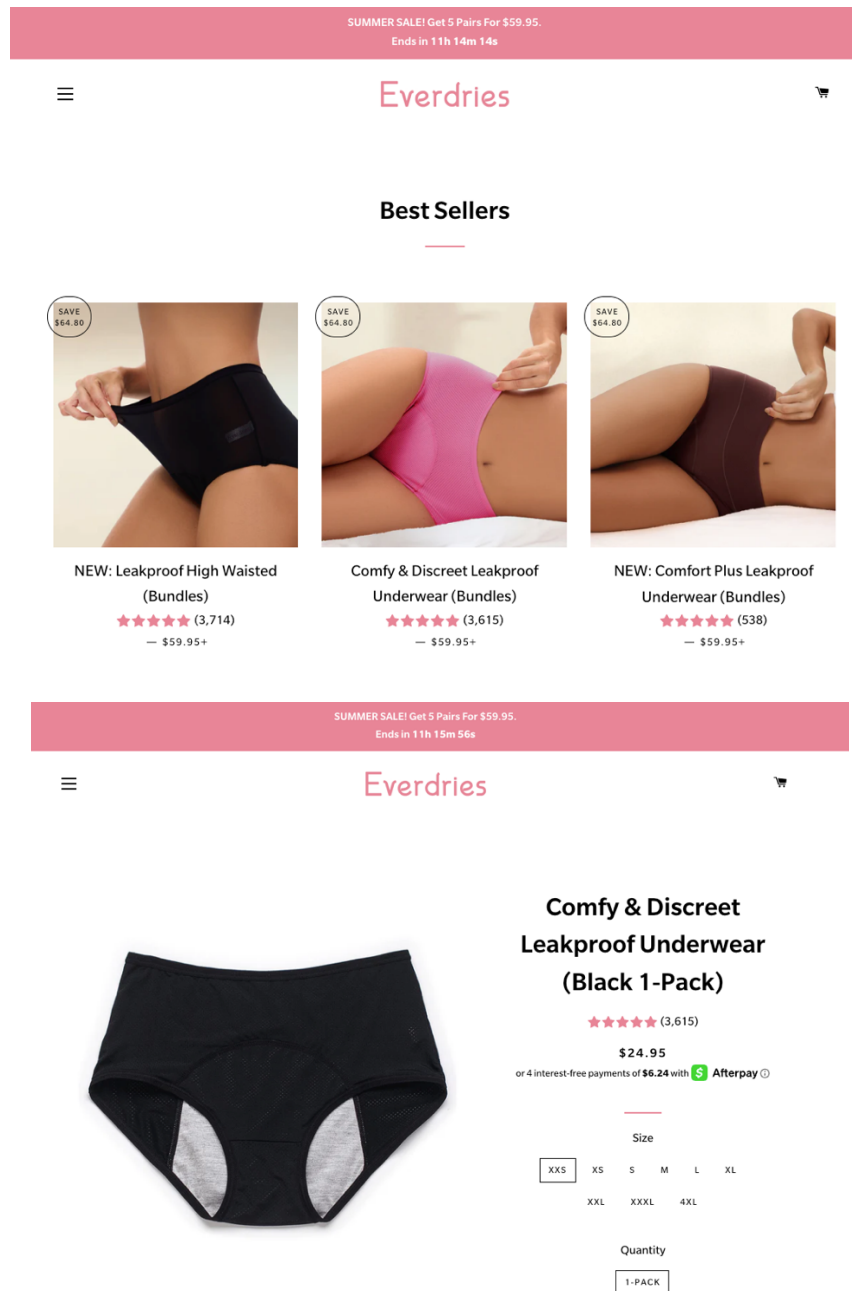
Plaintiff's Registered Trademark

9. Skybrook has taken significant steps to protect and register its trademark rights with the United States Patent and Trademark Office ("USPTO") as follows:

Registration No.	Trademark	Registration Date	Goods/Services
7741929	EVERDRIES	April 1, 2025	IC 005: Incontinence garments in the nature of underwear

10. Skybrook has used the above mark (the "Everdries Mark") continuously and exclusively on online retail store services and clothing and apparel since at least as early as April 2022.

11. Examples of how Skybrook uses the Everdries Mark are depicted below:



12. Plaintiff has expended significant efforts and sums in developing the Everdries brand, business, and advertising under the Everdries Mark.

13. As a result of Plaintiff's consistent, continuous, and exclusive use of the Everdries Mark in commerce, the mark has become well known throughout the United States.

Defendants' Infringing Businesses

14. The success of the Skybrook business through its Everdries Mark has resulted in rampant counterfeiting. Plaintiff has put forth a concerted effort to combat the counterfeiting and infringement activities complained of herein. Plaintiff has identified numerous e-commerce stores, including those operating under the Seller Aliases, which were and are offering for sale and/or selling products bearing the Everdries Mark or using the Everdries Mark in advertising (the "Counterfeit Products") to consumers in this Judicial District and throughout the United States.

15. Defendants are online retailers of clothing goods, namely the exact same products sold by Skybrook and associated with the Everdries Mark and its registration. They have targeted online sales to Illinois residents by setting up and operating e-commerce stores, sometimes using the Seller Aliases, offering shipping to the United States, including Illinois, and accepting payment in U.S. dollars. Upon information and belief, Defendants have routinely, continuously and systematically sold Counterfeit Products to residents of Illinois.

16. Upon information and belief, Defendants are residents of China, Singapore, Vietnam, or other foreign jurisdictions who operate under a scheme of common ownership and control to create numerous online retail stores under false names and payment accounts to sell clothing products and offer online retail services under a false indication of origin.

17. Upon information and belief, Defendants Nos. 1 through 4 (the "Domain Name Defendants") are under common control as each of the Domain Name Defendants operate a substantially similar, if not identical website, that is a slavish copy of Plaintiff's own website and each use a domain name registered in 2025 that is either containing the Everdries Mark or is likely to cause confusion with the Everdries Mark.

18. Upon information and belief, remainder of the Defendants also own and operate websites, run online advertisements, and own and operate seller accounts on popular marketplaces such as Wal-Mart and Amazon.

19. Upon information and belief, Defendants spend significant time, effort, and funds to target the sale of infringing goods toward United States consumers, including Illinois residents.

Defendants' Willful Trademark Infringement

20. Plaintiff's investigation of Defendants' online stores revealed that, on the tails of Plaintiff's success, Defendants have co-opted the Everdries Mark. Defendants use the Everdries Mark directly on their website, in product listing descriptions and on product images in marketing.

21. Defendants use the Everdries Mark to promote and sell Counterfeit Products to customers online.

22. Defendants also deceive unknowing consumers by using the Everdries Mark without authorization within the content and text of their e-commerce stores to attract various search engines crawling the Internet looking for websites relevant to consumer searches for authorized products bearing the Everdries Mark.

23. Defendants' use of the exact or substantially similar marks to the Everdries Mark on the same goods and services sold in the same stream of commerce to every-day consumers is highly likely to cause confusion as to the origin of the goods and services among consumers.

24. Plaintiff has not licensed or authorized Defendants to use the Everdries Mark, and none of the Defendants are authorized retailers of genuine Skybrook products.

Injury to Plaintiff and Consumers

25. Defendants' actions described above have damaged and irreparably harmed Plaintiff.

26. Consumers are highly likely to be confused due to Defendants' use of Plaintiff's exact trademark.

27. If allowed to continue advertising and providing retail store services and online retail store services under the Everdries Mark, Defendants will further damage and injure Plaintiff's reputation and the goodwill associated with the Everdries Mark, which are well-known to the relevant consumers as source identifiers for high-quality services.

28. If allowed to continue advertising and offering products and services under the Everdries Mark, Defendants will continue to create significant likelihood of consumer confusion that will irreparably harm the public and its interest in being free from confusion.

29. Plaintiff has no adequate remedy at law.

30. Defendants knew or should have known that its activities described above constitute trademark infringement.

31. Defendants acted knowingly and willfully in reckless disregard of Plaintiff's rights.

FIRST CLAIM FOR RELIEF
Trademark Counterfeiting and Infringement
15 U.S.C. § 1114(1)

32. Plaintiff restates all prior paragraphs as if fully restated herein.

33. Defendants have used spurious designations that are identical to or substantially indistinguishable from the Everdries Mark on goods covered by the registration for the Everdries Mark.

34. Defendants' actions as described above are likely to cause confusion mistake or deception as to the origin, sponsorship, or approval of Defendants' products and commercial activities, and therefore constitute trademark infringement, counterfeiting, and unfair competition in violation of § 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

35. Defendants' actions described above have, at all times relevant to this action, been willful and intended to deceive consumers as to the source and authenticity of the Counterfeit Products.

36. Plaintiff has no adequate remedy at law and will continue to suffer irreparable harm to its reputation and goodwill if Defendants' actions are not enjoined.

37. As a foreseeable, direct, and proximate cause of Defendants' above-described actions, Plaintiff and consumers have been and will continue being irreparably damaged.

38. As a result, Plaintiff may elect, and Defendants may each be held liable for, up to \$2,000,000 in statutory damages per type of good sold, treble damages, Defendants' profits, the damages sustained by Plaintiff, and the costs of this action.

39. Additionally, Plaintiff seeks its reasonable attorneys' fees because this is an exceptional case.

SECOND CLAIM FOR RELIEF
Violation of Anticybersquatting Consumer Protection Act
15 U.S.C. § 1125(d)

40. Plaintiff restates all prior paragraphs as if fully restated herein.

41. Upon information and belief, the Domain Name Defendants, being Defendants 1-4, or their affiliates, are the domain name registrants of four domain names that are confusingly similar to the Everdries Mark.

42. At all relevant times, the Everdries Mark is and has been distinctive.

43. Defendants have a bad faith intent to profit from the Everdries Mark through their use and registration of domain names that are confusingly similar to the Everdries Mark in connection with their sale of the Counterfeit Goods.

44. The Domain Name Defendants have registered, trafficked in, or used a domain name that is confusingly similar to the Everdries Mark.

45. The Domain Name Defendants registered the domain names without license or authorization from Plaintiff and in violation of Plaintiff's registered trademark rights.

46. The Domain Name Defendants used the domain names to divert consumers from Plaintiff's website to Defendants' websites for commercial gain and to cause a likelihood of confusion.

47. The Domain Name Defendants have no legitimate interest in the domain names.

48. Plaintiff is entitled to injunctive relief, including the transfer of the relevant domains names to Plaintiff pursuant to 15 U.S.C. § 1125(d)(1)(C).

49. Plaintiff is entitled to recover statutory damages in the amount of \$100,000 per domain name pursuant to 15 U.S.C. § 1117.

50. Plaintiff is also entitled to its attorney fees pursuant to 15 U.S.C. § 1117.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant the following relief:

1. That the Court preliminarily and permanently enjoin and restrain Defendants, as well as their heirs, successors, assigns, officers, agents, and employees from:
 - a. Using the Everdries Mark or any reproduction, counterfeit copies or imitations thereof in any manner in connection with the manufacturing, delivering, distribution, marketing, advertising, offering for sale, or sale of any product that is not a legitimate product bearing the Everdries Mark or is not authorized by Plaintiff to be sold in connection with the Everdries Mark;
 - b. Passing off, inducing, and/or enabling others to sell or pass off any product as a genuine product bearing the Everdries Mark or any other product produced by Plaintiff that is not Plaintiff's product or not otherwise produced with the authorization of Plaintiff for sale under the Everdries Mark;

- c. Committing any acts reasonably calculated to cause consumers to believe that Defendants' products bearing the Everdries Mark or advertisements using the Everdries Mark are those sold under the authorization, control, and/or supervision of Plaintiff or sponsored by, approved by, or otherwise connected to Plaintiff;
 - d. Further infringing the Everdries Mark and causing further damage to Plaintiff's goodwill;
 - e. Shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured under Plaintiff's control, nor authorized to be sold or offered including Plaintiff's Everdries Mark, or any reproductions, counterfeit copies, or colorable imitations thereof;
 - f. Using, linking to, transferring, selling, exercising control over, or otherwise owning the relevant online marketplace accounts that are being used to sell or is the means by which Defendants could continue to sell counterfeit products;
 - g. Aiding or assisting any other third party in subsections (a) and (f) above;
- 2. That the Court order, upon Plaintiff's request, those in privity with the Defendants and those with notice of the injunction, including any online marketplaces such as Amazon or Wal-Mart, and the relevant domain name registrars disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit products using Plaintiff's Everdries Mark, including any accounts associated with the Defendants listed in Schedule A;
 - 3. That the Court award Plaintiff, at its election, its actual damages, lost profits, consequential damages, exemplary damages, statutory damages, and any other damages allowable under law, including an equitable accounting, including, at Plaintiff's election, possession of the relevant domain names;
 - 4. That the Court award Plaintiff its costs and attorneys' fees; and,
 - 5. That the Court award Plaintiff any other relief to which it is entitled.

Respectfully submitted,

Date: September 4, 2025

/s/ Eric Misterovich
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JURY DEMAND

Plaintiff hereby requests a trial by jury for all eligible counts contained within this Complaint.

Respectfully submitted,

Date: September 4, 2025

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