

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

DOPE ECOMMERCE LLC,  
a Delaware Limited Liability Company,

Plaintiff,

v.

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

Defendants.

Case No.:

Hon.

Mag.

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**DECLARATION OF CONG KIM NGUYEN**

I, Cong Kim Nguyen, declare and state as follows:

1. This declaration is based upon my personal knowledge of the facts stated herein or on the business records that were made at the time or in the regular course of business. If called as a witness, I could and would testify to the statements made herein.

2. Dopeskill Ecommerce LLC (“Dopeskill”) is an ecommerce company that operates an online store, <dopeskillbrand.com>, offering t-shirts, hoodies, and related apparel featuring unique street fashion designs, often paired with popular sneakers.

3. Dopeskill’s business model has been a wild success. Dopeskill has sold a large volume of products including, t-shirts and sweatshirts, on its website throughout the United States and internationally via its online retail store services.

4. The Dopeskill business has grown based on its online presence and reputation, including its specific artwork and designs. The majority of Dopeskill’s site traffic is a result of organic search traffic as opposed to paid advertising.

5. The DOPESKILL trademark has become known to signify to consumers that the genuine works associated therewith are of a high quality, fashionable, and created with dedication to detail.

6. The Dopeskill website and many of Dopeskill's Copyrighted Works prominently display the DOPESKILL trademark (the "DOPESKILL Mark"), which is distinctive and registered with the United States Patent and Trademark Office. Dopeskill's registration for the DOPESKILL mark is valid, subsisting, and in full force and effect. **Exhibit 1**, Trademark Registration.

7. Dopeskill includes the DOPESKILL Mark as a source indicator at the point of sale online, on the actual products, on the product listings, within the product listing titles and descriptions, and on the website banners.

8. Dopeskill has registered many of its designs with the United States Copyright Office (the "Canvasfish Copyrighted Works"), including those listed within the Complaint filed in this matter.

9. The success of the DOPESKILL brand has resulted in its significant counterfeiting and copying activities on the Internet. I have directed my team to invest countless hours, resources, and money into investigating and combating against such activities. Through this research I have identified numerous e-commerce stores using the DOPESKILL Mark and my copyright protected designs. These e-commerce sites were and are selling unauthorized products bearing Dopeskill's intellectual property throughout the United States, including to consumers within Illinois.

10. Defendants, identified via the currently known aliases provided in Schedule A, benefit from substantially similar advertising and marketing strategies. For example, Defendants facilitate sales by designing e-commerce stores operating under several aliases so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers. E-

commerce stores operating under Defendants' aliases appear sophisticated and accept payment in U.S. dollars via credit cards, Alipay, Amazon Pay, Stripe, Western Union 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.

11. Dopeskill has not licensed or authorized Defendants to use the DOPEKILL Mark or copy any of the Dopeskill's Copyrighted Works, and none of the Defendants are authorized retailers of genuine Dopeskill Products.

12. Both Dopeskill and Defendants sell products to customers looking for genuine Dopeskill Products. Attached as **Exhibit 2** are hundreds of pages of examples of the Defendants' infringement, including documents relating to their online store's ability to accept payment and deliver products within Illinois. This evidence shows Defendants' rampant unauthorized use of Plaintiff DOPEKILL Mark and Copyrighted Works. **Exhibit 2**, Evidence of Infringement.

13. Many Defendants also deceive unknowing consumers by using the DOPEKILL Mark without authorization within the content or text of their online stores and within their online advertising in order to attract various search engines crawling the Internet looking for websites relevant to consumer searches for Dopeskill products.

14. Defendants' actions have harmed my business and will continue to do so as they expand their advertising, infringement, and compete with my organic search success and SEO.

15. Defendants' advertising and work to increase traffic to their websites is and will continue to permanently damage Dopeskill's own SEO and website traffic it has worked to build over the past several years. The extent of the harm to Dopeskill's reputation and goodwill and the probable diversion of customers due to loss in brand confidence and damage to SEO are both

irreparable and incalculable, thus warranting an immediate halt to Defendants' infringing activities through injunctive relief.

16. Monetary damages cannot adequately compensate Dopeskill for ongoing infringement because monetary damages fail to address the loss of control of and damage to Dopeskill's reputation, goodwill, and internet search standing. Furthermore, monetary damages are difficult, if not impossible, to ascertain due to the inability to calculate measurable damage in dollars and cents caused to Dopeskill's reputation and goodwill by acts of infringement.

17. Dopeskill's goodwill and reputation are irreparably damaged when the DOPESKILL Mark is used in connection with the offering for sale or sale of goods not authorized, produced, or manufactured by Dopeskill. Dopeskill's goodwill and reputation are also irreparably damaged when the Dopeskill Copyrighted Works are reproduced, distributed, and displayed to the public without permission.

18. Dopeskill is further irreparably harmed by the unauthorized use of the DOPESKILL Mark and Dopeskill Copyrighted Works because counterfeiters take away Dopeskill's ability to control the nature and quality of the unauthorized Dopeskill Products. Loss of quality control over goods offered for sale or sold under the DOPESKILL Mark or that copy the Dopeskill Copyrighted Works and, in turn, loss of control over our reputation is neither calculable nor precisely compensable.

19. The use of the DOPESKILL Mark in connection with the offering for sale or sale of goods not authorized, produced, or manufactured by Dopeskill is likely causing and will continue to cause consumer confusion, which weakens Dopeskill's brand recognition and reputation. Consumers who mistakenly believe that the Unauthorized Dopeskill Products he or she has purchased originated from Dopeskill will come to believe that Dopeskill offers low-quality

products. Inferior quality products will result in increased skepticism and hesitance in consumers presented with genuine Dopeskill Products, resulting in a loss or undermining of Dopeskill's reputation and goodwill even if a consumer knows that the goods he or she is purchasing are counterfeit. Prospective consumers who see inferior unauthorized Dopeskill Products worn by others may mistakenly believe such goods to be genuine and may consequently develop a poor impression of Dopeskill and the DEYOUNG Mark. Such post-sale confusion results in damage to Dopeskill's reputation and correlates to a loss of unquantifiable future sales.

20. Dopeskill will suffer immediate and irreparable injury, loss, or damage if an *ex parte* Temporary Restraining Order is not issued in accordance with Federal Rule of Civil Procedure 65(b)(1).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on date: 3/14/2024

DOPE ECOMMERCE LLC



By: Cong Kim Nguyen  
Its: Authorized Representative