

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

<p>THE CLOROX COMPANY, a Delaware corporation,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>SSARM INCORPORATED, a New York corporation; JADE TRADING CORPORATION dba WARBIES DEALS, a New Jersey entity; MACBY S., a New Jersey entity; LAVONNA’S PLACE LLC DBA LAVONNA’S PLACE, a Colorado limited liability company; and DOES 1- 100,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;"><b>CIVIL ACTION NO. 3:23-cv-04122- ZNQ-RLS</b></p> <p style="text-align: center;"><b>TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE</b></p>
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This matter having come before the Court on the *ex parte* application of Plaintiff The Clorox Company (“Plaintiff” or “Clorox”) for Temporary Restraining Order, Order to Show Cause for Preliminary Injunction, Order to Disable Defendants’ Listings, and Order for Expedited Discovery, all pursuant to the Trademark Counterfeiting Act of 1984, 15 U.S.C. § 1116, Rules 65(b) and (c) of the Federal Rules of Civil Procedure, and Rule 65.1 of the Local Civil Rules of the United States District Court for the District of New Jersey; and

The Court having considered the facts set forth in the Complaint; the Memorandum of Law submitted in support of this application; the supporting declarations of Stephen Klarich, Deborah Crandall, Ryan Bricker, and Maya Clark, and the exhibits attached thereto; and all other evidence submitted therewith; and

The Court having found from the specific facts set forth in the above-mentioned materials and good cause appearing that:

(1) Clorox is the exclusive owner of common law rights in, and numerous trademark registrations worldwide for, the CLOROX® trademark and CLOROX Diamond Logo Mark – and a variety of trademarks that incorporate these marks – as set out in Paragraph 17 of the Complaint. Clorox is the exclusive owner of common law rights in, and trademark registration for its Disinfectant Wipe Canister Trade Dress, as set out in Paragraphs 13 and 17 of the Complaint. These trademarks and trade dress are referenced collectively as the “Clorox Trademarks.”

(2) Clorox is likely to succeed in showing that Defendants (identified in **Schedule A** attached hereto), without Clorox’s authorization or consent, have used and are continuing to use counterfeits or infringements of the Clorox Trademarks in connection with the advertising, offering for sale, sale and distribution of materially different, counterfeit versions of Clorox’s Disinfecting Wipes (the “Counterfeit Products”), the very goods identified in Clorox’s federal trademark registrations, based on Clorox’s showing that it has obtained from Defendants

samples of the Counterfeit Products in question and tested them and found them to be materially different, counterfeit versions of the genuine Clorox products that Defendants falsely advertised. The products at issue in this case are therefore counterfeits, as defined by the Lanham Act, because Defendants (a) knowingly and intentionally used Amazon listings for the canister packaging version of the Disinfecting Wipes, including assets displaying the Clorox Trademarks, and (b) sold materially different “flat pack” versions of Clorox’s product, without authorization, to unsuspecting consumers. Defendants intentionally used the Clorox Trademarks with knowledge of the counterfeit nature of the Counterfeit Products.

(3) Clorox is likely to succeed in showing that Defendants have made literally false statements about the Counterfeit Products by intentionally and maliciously stating to consumers that they carry CLOROX® Disinfecting Wipes packaged in Clorox’s iconic canister, displaying Clorox’s Disinfecting Wipe Canister Trade Dress, which actually deceived and tends to deceive a substantial portion of the intended audience, and is material to consumers’ purchasing decisions.

(4) Defendants’ continued use of infringing, counterfeit, and/or falsely-advertised versions of the Clorox Trademarks will cause irreparable injury to Clorox and will harm the public if a temporary restraining order does not issue, in

that Defendants are likely to continue to advertise, offer for sale, sell and distribute the Counterfeit Products bearing the Clorox Trademarks, to the detriment of Clorox's goodwill and business reputation.

(5) Because Defendants have no legitimate interest in continuing to advertise, sell or distribute the Counterfeit Products or use the Clorox Trademarks, Defendants cannot suffer irreparable harm to their legitimate interests if a temporary restraining order issues.

(6) The irreparable harm that will be caused to Clorox if a temporary restraining order does not issue outweighs any potential harm to Defendants that will result if a temporary restraining order does issue.

(7) Defendants are likely to destroy, hide or make inaccessible to the Court and to Clorox the Counterfeit Products and records relating to their advertising, sale, distribution and sourcing if Clorox is required to pursue its application on notice.

(8) Defendants are likely to conceal or transfer revenue and profits earned from the scheme in order to avoid consequences in the form of a damages award or other monetary remedies.

### **TEMPORARY RESTRAINING ORDER**

THEREFORE, IT IS HEREBY ORDERED that effective upon Plaintiff's payment of the Bond (see below), and pending the hearing and determination of

Clorox's motion for a preliminary injunction, Defendants, any of their respective officers, agents, privies, shareholders, principals, directors, licensees, attorneys, servants, employees, affiliates, subsidiaries, successors and assigns and all those persons in concert or participation with any of them, and any entity owned or controlled in whole by any of the Defendants, who receives actual notice of the order by personal service or otherwise, are hereby enjoined from:

(1) Using any of the Clorox Trademarks, or any simulation, reproduction, copy, colorable imitation or confusingly similar variation of any of the Clorox Trademarks, in or as part of any mark, design or logo or otherwise on or in connection with any Clorox Disinfecting Wipes or on or in connection with the importation, promotion, advertisement, sale, offering for sale, manufacture, production, dissemination or distribution of any Clorox Disinfecting Wipes;

(2) Using any of the Clorox Trademarks – or any simulation, reproduction, copy, colorable imitation or confusingly similar variation of any of the Clorox Trademarks – in or as part of any mark, design or logo or otherwise on or in connection with any goods in the manner complained of in the Complaint, any similar manner to the scheme identified in the Complaint, or in a manner that violates a right owned by Clorox;

(3) Using any of the Clorox Trademarks, or any simulation, reproduction, copy, colorable imitation or confusingly similar variation of any of the Clorox

Trademarks in or as part of any logo, business name, trade name, website identifier, website address, domain name, e-mail address or in any other means of identification of Defendants as a source of such Clorox Trademarks;

(4) Processing, packaging, importing or transporting any product that is not a genuine product of Clorox bearing any of the Clorox Trademarks or any mark that is a simulation, reproduction, copy, colorable imitation or confusingly similar variation of any of the Clorox Trademarks;

(5) Using any false designation of origin or false description (including, without limitation, any letters or symbols), or performing any act, which can, or is likely to, lead members of the trade or public to believe that the Defendants are associated with Clorox or that any product imported, manufactured, distributed, or sold by the Defendants is in any manner associated or connected with Clorox, or is authorized, licensed, sponsored or otherwise approved by Clorox;

(6) Transferring, consigning, selling, shipping or otherwise moving any goods, packaging or other materials in Defendants' possession, custody or control bearing a design or mark substantially identical to the Clorox Trademarks;

(7) Disposing, destroying, altering, moving, removing, concealing, tampering with or in any manner secreting any business records (including computer and other electronic records) of any kind, including invoices, correspondence, books of account, receipts or other documentation relating or

referring in any manner to the manufacture, advertising, receiving, acquisition, importation, purchase, sale or offer for sale, or distribution of any merchandise bearing the Clorox Trademarks;

(8) Communicating with any other people involved in advertising, offering for sale or selling goods bearing a counterfeit of the Clorox Trademarks in any manner regarding the existence of this litigation, or taking any action that would have the effect of revealing to such people that Clorox has initiated this litigation;

(9) Purchasing any of the Clorox Trademarks in connection with any sponsored advertising on the Internet or using any of Clorox's trademarks in any source code or metatags or otherwise using Clorox's trademarks or trade names such that a search for Clorox on the Internet will cause any domain name, website or advertisement for the Defendants, or any company or business that is owned or controlled in whole or substantial part by any of them, to appear in search results;

(10) Engaging in any other activity constituting unfair competition with Clorox, or constituting an infringement or counterfeit of any of the Clorox Trademarks;

(11) Engaging in any activity that constitutes false advertising of any products bearing the Clorox Trademarks;

(12) Engaging in any activity that dilutes or tarnishes, or is likely to dilute or likely to tarnish, any of the Clorox Trademarks;

(13) Transferring, selling, assigning, pledging, distributing, diminishing the value of, giving away, encumbering or otherwise disposing of or removing from this jurisdiction any assets, including balances held in accounts held or maintained by any of the Defendants at any banks, savings and loan associations, payment service processors, or other financial institutions, agencies or firms, that represent or contain the proceeds from the sale of goods sold under or bearing a counterfeit or imitation of any of the Clorox Trademarks; and

(14) Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (1) through (13) above or taking any action that contributes to any of the activities referred to in subparagraphs (1) through (13) above, or any other activity that consists of or contributes to the sale of counterfeit or infringing products bearing any of the Clorox Trademarks, including, but not limited to, building or creating websites or product listings for others, hosting websites or product listings for others, or providing technical or other support for any ecommerce transactions that concern or relate to the sale of counterfeit or infringing goods.



**ORDER TO SHOW CAUSE FOR PRELIMINARY INJUNCTION**

IT IS FURTHER ORDERED that the Defendants appear before this Court in the courtroom of the Honorable Zahid N. Quraishi, United States District Court Judge, at the United States Courthouse, Newark, New Jersey, in Room 4W on August 22, 2023, at 2:00 p.m., then and there to show cause, if any there be, why, pursuant to Rule 65 of the Federal Rules of Civil Procedure, Rule 65.1 of the Local Rules of Civil Procedure, and Section 34 of the Lanham Act, Clorox should not be granted a preliminary injunction as follows:

(1) Enjoining and restraining Defendants, any of their respective officers, agents, privies, shareholders, principals, directors, licensees, attorneys, servants, employees, affiliates, subsidiaries, successors and assigns and all those persons in concert or participation with any of them, and any entity owned or controlled in whole by any of the Defendants, who receives actual notice of the order by personal service or otherwise, during the pendency of this action, from:

(a) Using any of the Clorox Trademarks, or any simulation, reproduction, copy, colorable imitation or confusingly similar variation of any of the Clorox Trademarks, in or as part of any mark, design or logo or otherwise on or in connection with any Clorox Disinfecting Wipes or on or in connection with the importation, promotion, advertisement, sale, offering for sale,

manufacture, production, dissemination or distribution of any Clorox Disinfecting Wipes;

- (b) Using any of the Clorox Trademarks – or any simulation, reproduction, copy, colorable imitation or confusingly similar variation of any of the Clorox Trademarks – in or as part of any mark, design or logo or otherwise on or in connection with any goods in the manner complained of in the Complaint, any similar manner to the scheme identified in the Complaint, or in a manner that violates a right owned by Clorox;
- (c) Using any of the Clorox Trademarks, or any simulation, reproduction, copy, colorable imitation or confusingly similar variation of any of the Clorox Trademarks in or as part of any logo, business name, trade name, website identifier, website address, domain name, e-mail address or in any other means of identification of Defendants as a source of such Clorox Trademarks;
- (d) Processing, packaging, importing or transporting any product that is not a genuine product of Clorox bearing any of the Clorox Trademarks or any mark that is a simulation, reproduction, copy, colorable imitation, confusingly similar

variation, or materially different version of any of the Clorox Trademarks;

- (e) Using any false designation of origin or false description (including, without limitation, any letters or symbols), or performing any act, which can, or is likely to, lead members of the trade or public to believe that the Defendants are associated with Clorox or that any product imported, manufactured, distributed, or sold by the Defendants is in any manner associated or connected with Clorox, or is authorized, licensed, sponsored or otherwise approved by Clorox;
- (f) Transferring, consigning, selling, shipping or otherwise moving any goods, packaging or other materials in Defendants' possession, custody or control bearing a design or mark substantially identical to the Clorox Trademarks;
- (g) Transferring ownership of the Internet based e-commerce stores under the "Seller IDs" identified in Schedule A;
- (h) Deleting, obscuring, or transferring computer files relating to the use of any of the Internet based e-commerce stores under their Seller IDs;

- (i) Disposing, destroying, altering, moving, removing, concealing, tampering with or in any manner secreting any business records (including computer and other electronic records) of any kind, including invoices, correspondence, books of account, receipts or other documentation relating or referring in any manner to the manufacture, advertising, receiving, acquisition, importation, purchase, sale or offer for sale, or distribution of any merchandise bearing the Clorox Trademarks;
- (j) Communicating with any other people involved in advertising, offering for sale or selling goods bearing the Clorox Trademarks in any manner regarding the existence of this litigation, or taking any action that would have the effect of revealing to such people that Clorox has initiated this litigation;
- (k) Purchasing any of the Clorox Trademarks in connection with any sponsored advertising on the Internet or using any of Clorox's trademarks in any source code or metatags or otherwise using Clorox's trademarks or trade names such that a search for Clorox on the Internet will cause any domain name, website or advertisement for the Defendants, or any company or

business that is owned or controlled by either of them, to appear in search results;

- (l) Engaging in any other activity constituting unfair competition with Clorox, or constituting an infringement of any of the Clorox Trademarks;
- (m) Engaging in any activity that constitutes false advertising of any products bearing the Clorox Trademarks;
- (n) Engaging in any activity that dilutes or tarnishes, or is likely to dilute or likely to tarnish, any of the Clorox Trademarks; and
- (o) Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (n) above, or taking any action that contributes to any of the activities referred to in subparagraphs (a) through (n) above, or any other activity that consists of or contributes to the sale of counterfeit, infringing, or falsely-advertised products bearing any of the Clorox Trademarks, including but not limited to building or creating websites or product listings for others, hosting websites or product listings for others, or providing technical or other support for any e-

commerce transactions that concern or relate to the sale of counterfeit or infringing goods.

(2) Directing that Defendants make all books, records (including all hard drives on computers used for business purposes, including servers, as well as all computer disks and back up disks; personal information devices (e.g., iPhones); and/or mobile phones) and other documents concerning all transactions relating to the purchase and unauthorized use of products or packaging incorporating a copy or imitation of the Clorox Trademarks available to Clorox for review, inspection and copying, and immediately provide Clorox with the names, addresses and all other contact information in their possession (e.g., telephone numbers, fax numbers) for (a) the source of the such products and packaging, including all manufacturers, distributors and/or suppliers, and (b) all persons or entities to whom Defendants have sold, distributed or supplied such products or packaging.

(3) Directing that Defendants recall from all distributors, retailers or other recipients any and all products and packaging sold or distributed by Defendants under or in connection with any copy or imitation of the Clorox Trademarks, to deliver such goods up to Clorox's counsel to be impounded during the pendency of this action.

(4) Ordering the Defendants to deliver to this Court and to serve on Clorox a list of the names and addresses of all sources of suppliers of the goods

imported, sold or offered for sale by Defendants that bear counterfeits or any unauthorized reproductions, variations, simulations or colorable imitations of the Clorox Trademarks.

(5) Ordering the Defendants to identify all bank accounts and all amounts contained therein used in any manner in connection with (a) any of Defendants' counterfeiting or false advertising operations; (b) the sale of goods bearing copies of the Clorox Trademarks, including, but not limited to, all bank accounts into which payments made for infringing or counterfeit products sold by Defendants have been deposited; and (c) the paying of employees for taking part in the sale of Defendants' counterfeit products bearing the Clorox Trademarks.

(6) Ordering the Defendants to identify all merchant credit card accounts used in any manner in connection with the transaction of business by Defendants or the sale of goods bearing counterfeits or any unauthorized reproductions, variations, similarities or colorable imitations of the Clorox Trademarks by Defendants.

(7) Directing such other relief as the Court may deem appropriate to prevent the trade and public from deriving the erroneous impression that Defendants or Defendants' businesses are associated or connected with Clorox or that any goods or services provided, promoted or sold by Defendants are authorized by Clorox or are related in any way to Clorox or its goods and services.

**ORDER FOR EXPEDITED DISCOVERY**

IT IS FURTHER ORDERED that, pursuant to 15 U.S.C. § 1116(d)(10)(B) and Rules 30, 33 and 34 of the Federal Rules of Civil Procedure, Clorox may immediately commence discovery by providing actual notice, pursuant to subpoena or otherwise, of this Order to any of the following: (1) Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them; (2) any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, Amazon Technologies, Inc., Amazon Payments, Inc., Amazon.com Services LLC (collectively, and including affiliates, “Amazon”) PayPal, Inc., or other merchant account providers, payment service providers, third party processors, credit card associations (e.g. MasterCard and VISA), which receive payments or hold assets on Defendants’ behalf; and (3) any third party service providers, including without limitation, e-commerce platforms (e.g., Amazon), ISPs, back-end service providers, web designers, sponsored search engine or ad-word providers, shippers (e.g., UPS), domain name registrars, domain name registries or online third-party sellers who have provided services for Defendants (all of the foregoing, with the exception of “Defendants”, collectively constituting “Third Party Providers”); and it is further



ORDERED, that any third party providing services in connection with any Defendant and/or Defendants' Counterfeit Products, including without limitation, Third Party Providers, or any other ISPs, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers including Amazon and PayPal, Inc., third party processors and other payment processing services, payment service providers, shippers, domain name registrars, domain name registries and online marketplace platforms such as Amazon shall within seven (7) days after receipt of such notice, provide copies of all documents and records in such person or entity's possession or control relating to:

(1) The identities and addresses of Defendants, their agents, servants, employees, confederates, and any persons acting in concert or participation with them and the locations and identities of Defendants, their agents, servants, employees, confederates, and any persons acting in concert or participation with them and the locations and identities of Defendants' operations, including without limitation, identifying information associated with Defendants' Counterfeit Products and financial accounts;

(2) Defendants' Counterfeit Products;

(3) Any product listing pages owned, operated, or controlled by Defendants;

(4) Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including without limitation, Amazon Technologies, Inc., PayPal, Inc., or other merchant account providers, payment service providers, third party processors, and credit card associations (e.g. MasterCard and VISA).

**ORDER TO DISABLE DEFENDANTS' LISTINGS**

IT IS FURTHER ORDERED that, pursuant to 15 U.S.C. § 1116(a) and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, all Third Party Providers shall immediately temporarily disable service to any and all text, images, listings, or advertisements used by or associated with Defendants in connection with the offer or sale of the Counterfeit Products.

**BOND**

IT IS FURTHER ORDERED that this temporary restraining order is conditioned on Clorox posting a bond in the sum of \$10,000.00 with this Court on or before August 11, 2023, at 5:00 p.m., for the payment of such costs or damages as may be incurred or suffered by any party who is found to be wrongfully enjoined or restrained.


**SERVICE**

IT IS FURTHER ORDERED that service of the summons and complaint, the temporary restraining order, order to show cause for preliminary injunction, order to disable Defendants' listings, and expedited discovery order, together with copies of the papers in support thereof, shall be made to all Defendants except Macby S. by delivery of true copies thereof to the person appearing to be in charge of each location of service, and shall be made to all Defendants by Amazon's online message system, and that such service shall be deemed sufficient service on Defendants and such service shall be made no later than August 11, 2023; and

IT IS FURTHER ORDERED that opposing papers, if any, shall be served on Clorox's counsel on or before 2:00 p.m. on the 16th day of August, 2023, and reply papers, if any, shall be served on Defendants or their counsel on or before 5:00 p.m. on the 18th day of August, 2023.

Defendants are hereby put on notice that failure to attend the hearing scheduled herein shall result in a confirmation of the seizure authorized herein and the immediate issuance of a Preliminary Injunction, which shall be deemed to take effect immediately upon the expiration or dissolution of the Temporary Restraining Order herein, and shall extend during the pendency of this suit the same injunctive relief previously granted by the Temporary Restraining Order. Defendants are hereby further notified that they shall be deemed to have actual notice of the terms and issuance of such Preliminary Injunction, and that any act by Defendants or any one of them in violation of any of its terms may be considered and prosecuted as contempt of the Court.

Dated: August 10, 2023

  
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ZAHID N. QURAIISHI  
UNITED STATES DISTRICT JUDGE

**SCHEDULE A**

<b>Defendant</b>	<b>URL to Unique Seller ID / Storefront</b>	<b>Shipping / Return / Warehouse Address</b>	<b>Return Address from Test Purchase</b>
SSARM Inc.	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A3PQ542M1FC1RH&amp;asin=B09B8YF9YN&amp;ref_=dp_merchant_link">https://www.amazon.com/sp?ie=UTF8&amp;seller=A3PQ542M1FC1RH&amp;asin=B09B8YF9YN&amp;ref_=dp_merchant_link</a> <a href="https://www.amazon.com/s?me=ACJZZ9CEGOXE8&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=ACJZZ9CEGOXE8&amp;marketplaceID=ATVPDKIKX0DER</a> (“Serenity Satchel” account)	465 Industrial Way West, Eatontown, NJ 07724	465 Industrial Way West, Eatontown, NJ 07724
Jade Trading dba Warbies Deals	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AWXKYXZF9KES6&amp;E2808Casin=B00B71EKSY&amp;ref_=dp_merchant_link">https://www.amazon.com/sp?ie=UTF8&amp;seller=AWXKYXZF9KES6&amp;E2808Casin=B00B71EKSY&amp;ref_=dp_merchant_link</a>	541 Industrial Way W Eatontown, NJ 07724	539 Industrial Way W, Eatontown NJ, 07724 ar
Macby S.	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A3PQ542M1FC1RH&amp;asin=B09B8YF9YN&amp;ref_=dp_merchant_link">https://www.amazon.com/sp?ie=UTF8&amp;seller=A3PQ542M1FC1RH&amp;asin=B09B8YF9YN&amp;ref_=dp_merchant_link</a>	175 Monmouth Road, Room 220C, West Long Branch, NJ 07764	175 Monmouth Road, Room 220C, West Long Branch, NJ 07764
LaVonna’s Place	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A3B4TDTZBIQCWV&amp;asin=B084GWGX9Y&amp;ref_=dp_merchant_link">https://www.amazon.com/sp?ie=UTF8&amp;seller=A3B4TDTZBIQCWV&amp;asin=B084GWGX9Y&amp;ref_=dp_merchant_link</a>	541 Industrial Way West, Suite A-613, Eatontown, NJ 07724	541 Industrial Way West, Suite A-613, Eatontown, NJ 07724