

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

H-D U.S.A., LLC and HARLEY-
DAVIDSON MOTOR COMPANY
GROUP, LLC,

Plaintiffs,

v.

SUNFROG, LLC d/b/a SUNFROG
SHIRTS and JOHN DOES,

Defendants.

Case No. 17-CV-711-JPS

**PERMANENT
INJUNCTION**

Upon consideration of Plaintiffs' motion for partial summary judgment (Docket #43), the Court's order granting the same issued contemporaneously herewith, and the record as a whole, the Court finds as follows:

1. The Court has original jurisdiction over the claims in this matter arising under federal and Wisconsin trademark law pursuant to 28 U.S.C. §§ 1331, 1332, and 1367;
2. Plaintiffs prevailed on the merits of their claims under federal and Wisconsin law for trademark counterfeiting, infringement, false designation of origin, and dilution;
3. Plaintiffs will suffer irreparable harm to their trademark rights in the absence of injunctive relief;
4. Plaintiffs have no adequate remedy at law;
5. Greater injury will be inflicted upon Plaintiffs by the denial of injunctive relief than will be inflicted upon Defendants by the granting of such relief; and




6. The issuance of injunctive relief will not disserve the public interest.

Accordingly,

IT IS ORDERED that Defendant SunFrog, LLC *d/b/a* SunFrog Shirts (“SunFrog”) and its employees, agents, partners, officers, directors, owners, shareholders, principals, subsidiaries, related companies, affiliates, distributors, dealers, retailers, wholesalers, manufacturers, vendors (including without limitation ISPs, printers, and order fulfillment and shipping vendors), successors, assigns, sellers of products on any and all websites and social media pages owned, operated, or controlled by SunFrog (collectively, “SunFrog’s Websites”), and all other persons in active concert or participation with any of them (collectively, “Enjoined Parties”), are hereby permanently enjoined and restrained:

1. From making any unauthorized use or display of Plaintiffs H-D U.S.A., LLC’s and Harley-Davidson Motor Company Group, LLC’s (collectively, “Harley-Davidson”) HARLEY-DAVIDSON, HARLEY, H-D, HD, FAT BOY, and SPORTSTER word marks and Harley-Davidson’s Bar & Shield logo, Willie G. Skull logo, and Number 1 logo trademarks shown below, and any confusingly similar marks, names, or logos, alone or in connection with other wording, designs, and/or content and any other trademarks of Harley-Davidson or confusingly similar marks (collectively, “the H-D Marks”) in any form, manner, or medium including, but not limited to: (a) on any products of any type, including without limitation shirts, sweatshirts, hoodies, leggings and any other apparel, headwear and footwear products, mugs and other beverage ware products, posters, and prints; or (b) on any designs to be applied to products, including without limitation all artwork, transparencies, negatives, dies, tooling, molds,

screens, disks, and other materials; and (c) on any packaging, containers, tags, labels, product inserts, order documents, shipping documents, and invoices associated or used with any of the items in subparts (a) and (b) above (the items in subparts (a)-(c) are collectively referred to the “Infringing Products”);

“Bar & Shield Logo”	“Willie G. Skull Logo”	“Number 1 Logo”
		

2. From using or displaying in any form or manner any images or pictures of the Infringing Products including, but not limited to, use and display in any advertising, marketing, and promotional materials, on SunFrog’s Websites, on any other online or offline venue used to display, advertise, market, or promote the Infringing Products;

3. From fulfilling any orders for any Infringing Products at any time, including without limitation after SunFrog has “deactivated” an Infringing Product in response to a takedown complaint submitted by Harley-Davidson;

4. From making any unauthorized use or display of the H-D Marks and any other trademarks of Harley-Davidson or confusingly similar marks in any form, manner, or medium in any advertising, promotional, or marketing of the Infringing Products or other products or services, including on SunFrog’s Websites, on or in any advertisements, promotional materials, advertising materials, catalogs, brochures, flyers, coupons, giveaway items, third-party websites, social media sites, store names, names of sellers on SunFrog’s Websites, and signage;

5. From using the H-D Marks as or as part of any trademarks, business names, corporate names, store names, domain names, e-mail addresses, URLs, metatags, metadata, screen names, social media names, keywords, or any other names or identifiers;

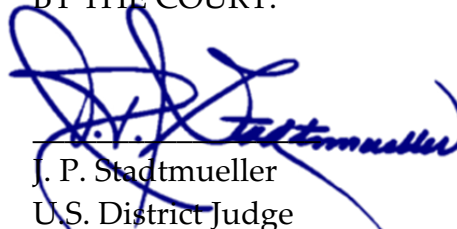
6. From representing by any means whatsoever, directly or indirectly, that SunFrog or any products or services offered by SunFrog or the Enjoined Parties, including without limitation the Infringing Products, or any activities undertaken by SunFrog or the Enjoined Parties, emanate from Harley-Davidson, or are authorized, connected, licensed, or otherwise affiliated with or sponsored or endorsed by Harley-Davidson;

7. From allowing any sellers on SunFrog's Websites that have created, advertised, marketed, promoted, offered to sell, or sold Infringing Products identified in Harley-Davidson's takedown complaints submitted to SunFrog prior to the date of this Order to create, advertise, market, promote, offer to sell, or sell in the future any Infringing Products on SunFrog's Websites; and

8. From assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in paragraphs (1)–(7) above.

Dated at Milwaukee, Wisconsin, this 12th day of April, 2018.

BY THE COURT:


J. P. Stadtmueller
U.S. District Judge