

Tao v UNIQLO USA LLC
2026 NY Slip Op 31746(U)
April 21, 2026
Supreme Court, New York County
Docket Number: Index No. 653736/2024
Judge: Phaedra F. Perry-Bond
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. PHAEDRA F. PERRY-BOND PART 35

Justice

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INDEX NO. 653736/2024

BRIAN TAO, individually and on behalf of similarly situated individuals,

MOTION DATE 08/29/2025

Plaintiff,

MOTION SEQ. NO. 001

- v -

UNIQLO USA LLC,

DECISION + ORDER ON MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24

were read on this motion to/for DISMISS.

Upon the foregoing documents, Defendant’s motion to dismiss Plaintiff’s Complaint pursuant to CPLR 3211(a)(7) is granted.

Defendant is a clothing retailer who maintains brick-and-mortar retail stores as well as online stores. Users of Defendant’s website or web application are required to agree to Defendant’s Terms and Conditions. The Terms and Conditions contain a provision related to trademarks (the “Trademark Provision”), which states:

“Unless otherwise indicated, all names, graphics, designs, logos, page headers, button icons, scripts, commercial markings, trade dress, and service names included in the Site are trademarks of UNIQLO or its licensors, sponsors or suppliers and are protected by trademark laws. The trademarks may not be used in any manner that is likely to cause confusion to, or in any manner that disparages or discredits, UNIQLO. UNIQLO and its logo are, without limitation, among the registered trademarks of UNIQLO and its Affiliates. Infringement of any UNIQLO trademark is not permitted.”

Plaintiff claims the Trademark Provision constitutes an “unlawful contractual practice” and as a result sues Defendant, attempting to bring a class action. Plaintiff sues under California Civil Code Section 1670.8(a) (the “Yelp Law”), which states a contract or proposed seller or for the sale

of goods or services may not include a provision waiving the consumer's right to make any statement regarding the seller, or concerning the goods or services. The Yelp Law also provides for certain statutory penalties if a violation of the statute is demonstrated. Plaintiff claims that the Trademark Provision violates the Yelp Law because it restricts website users' rights to use Defendants name, graphics, designs, logos, and commercial marking "in any manner that disparages or discredits" Defendant.

Defendant moves to dismiss arguing the Terms and Conditions do not qualify as a contract for the sale of goods within the meaning of the Yelp Law, and because Defendant never threatened to enforce the allegedly unlawful terms against Plaintiff such that they would have a private right of action under the Yelp Law. Defendant further argues that Plaintiff is forcing a strained and twisted interpretation of the Trademark Provision and that a company trying to protect its trademarks does not violate the Yelp Law. Plaintiff opposes and argues the Terms and Conditions qualify as a contract for the sale of consumer goods, and that there is no trademark exception to the Yelp Law and that the Trademark Provision at issue plainly violates the Yelp Law. Plaintiff also argues that he does not need to allege an actual injury to sue for violations of the Yelp Law.¹

The terms Plaintiff objects to do not fall within the ambit of the Yelp Law. The Legislative history demonstrates the Yelp Law was meant to protect the consumer from making statements regarding the consumer's experience with the seller of consumer goods. But the language which Plaintiff claims violates the Yelp Law does not restrict Plaintiff from complaining about or giving negative reviews to Defendant based on Plaintiff's experience with Defendant's product. Rather, the terms are narrowly drafted to reflect routine Trademark protections under Federal Law – specifically the Lanham Act. California Courts applying the Yelp Law to similar complaints have

¹ This case was remanded from Federal Court because the District Court judge found Plaintiff failed to allege an injury for purposes of Article III standing.

come to the same conclusion (*see Khosrovian v Home Depot, Inc.*, 2025 WL 1939097 at *1-2 [Sup. Ct., Los Angeles County 2025]; *O'Donnell v Crocs Retail, LLC*, 2025 WL 2482911 at *5 [Sup. Ct., Los Angeles County 2025]).

Plaintiff's interpretation of the Yelp Law is unavailing. The California Legislature did not intend to eviscerate state and federal protection for trademarks when drafting the Yelp Law. If the California Legislature did so intend, they would have repealed their own state laws providing for trademark protection when enacting the Yelp Law, but they did not. Therefore, Court cannot find, that Defendant's language providing for the protection of trademark dilution constitutes an impermissible restriction on consumer speech in violation the Yelp Law

Not to mention – Plaintiff fails to even allege an actual injury. He does not claim that the Trademark Provision restricted his speech in any way, nor does he allege Defendant ever attempted to enforce the Trademark Provision against him, nor does he allege that he wanted to use Defendant's trademark in some way but refrained from doing so out of fear of enforcement of the Trademark Provision. This Court adopts the reasoning of California Courts that have found there can be no Yelp Law violation without some actual economic injury (*see Moss v Godaddy.Com, LLC*, 2025 WL 4096306 at *9-10 [Sup. Ct., Los Angeles County 2025]; *see also Arterberry v Peet's Coffee, Inc.*, 2024 WL 5046266 at *7-8 [Sup. Ct., Los Angeles County 2024] [dismissing alleged Yelp Law violation where plaintiff failed to show any economic harm]). Based on Plaintiff's failure to allege any actual injury, and because the Yelp Law cannot reasonably be interpreted to have eviscerated state and federal laws prohibiting trademark dilution and tarnishment, Plaintiff's Complaint is dismissed. The Court has considered the remainder of Plaintiff's contentions and finds them to be unavailing.

Accordingly, it is hereby,

ORDERED that Defendant's motion to dismiss is granted, and Plaintiff's Complaint is dismissed; and it is further

ORDERED that within ten days of entry, counsel for Defendant shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

This constitutes the Decision and Order of the Court.

4/21/26
DATE


HON. PHAEDRA F. PERRY-BOND, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE