

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 18-cv-62629-BLOOM/Valle

ADIDAS AG, *et al.*,

Plaintiffs,

v.

SPORT JERSEY SHOPS, *et al.*,

Defendants.

/

ORDER GRANTING MOTION FOR DEFAULT JUDGMENT

THIS CAUSE is before the Court upon Plaintiffs'¹ Motion for Entry of Final Default Judgment Against Defendants,² ECF No. [32] ("Motion"). A Clerk's Default, ECF No. [29], was entered against Defendants on December 26, 2018, as Defendants failed to appear, answer, or otherwise plead to the Complaint, ECF No. [1], despite having been served. *See* ECF No. [21]. The Court has carefully considered the Motion, the record in this case, the applicable law, and is otherwise fully advised. For the following reasons, Plaintiffs Motion is **GRANTED**.

I. Introduction

Plaintiffs sued Defendants for trademark counterfeiting and infringement under § 32 of the Lanham Act, 15 U.S.C. § 1114; false designation of origin under § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); common-law unfair competition; and common-law trademark infringement. The Complaint alleges that Defendants are promoting, advertising, distributing, offering for sale and selling goods bearing counterfeits and confusingly similar imitations of

¹ Plaintiffs are adidas AG, adidas International Marketing B.V., and adidas America, Inc.

² Defendants are the individuals, partnerships, business entities, and unincorporated associations identified on Schedule "A" of Plaintiffs' Motion, and Schedule "A" of this Order. *See* ECF No. [32] at 17-21.

Plaintiffs' registered trademarks within the Southern District of Florida by operating Internet based e-commerce stores via the Internet marketplace websites, Amazon.com, Bonanza.com, eBay.com, iOffer.com, and Wish.com, using their seller identification names identified on Schedule "A" attached to Plaintiffs' Motion for Entry of Final Default Judgment (the "Seller IDs"). *See* ECF No. [32] at 17-21.

Plaintiffs further assert that Defendants' unlawful activities have caused and will continue to cause irreparable injury to Plaintiffs because Defendants have (1) deprived Plaintiffs of their right to determine the manner in which their trademarks are presented to the public through merchandising; (2) defrauded the public into thinking Defendants' goods are goods authorized by Plaintiffs; (3) deceived the public as to Plaintiffs' association with Defendants' goods and the websites that market and sell the goods; and (4) wrongfully traded and capitalized on Plaintiffs' reputation and goodwill, as well as the commercial value of Plaintiffs' trademarks.

In their Motion, Plaintiffs seek the entry of default final judgment against Defendants in an action alleging trademark counterfeiting and infringement, false designation of origin, common-law unfair competition, and common-law trademark infringement. Plaintiffs further request that the Court (1) enjoin Defendants from producing or selling goods that infringe their trademarks; (2) disable and/or cease facilitating access to the seller identification names being used and/or controlled by Defendants; (3) remove the listings and associated images of goods bearing Plaintiffs' trademarks via the Seller IDs, and (5) award statutory damages.

Pursuant to Federal Rule of Civil Procedure 55(b)(2), the Court is authorized to enter a final judgment of default against a party who has failed to plead in response to a complaint. "[A] defendant's default does not in itself warrant the court entering a default judgment." *DirecTV, Inc. v. Huynh*, 318 F. Supp. 2d 1122, 1127 (M.D. Ala. 2004) (quoting *Nishimatsu*

Constr. Co., Ltd. v. Houston Nat'l Bank, 515 F.2d 1200, 1206 (5th Cir. 1975)). Granting a motion for default judgment is within the trial court's discretion. *See Nishimatsu*, 515 F.2d at 1206. Because the defendant is not held to admit facts that are not well pleaded or to admit conclusions of law, the court must first determine whether there is a sufficient basis in the pleading for the judgment to be entered. *See id.*; *see also Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir. 1987) (“[L]iability is well-pled in the complaint, and is therefore established by the entry of default. . .”). Upon review of Plaintiffs' submissions, it appears there is a sufficient basis in the pleading for the default judgment to be entered in favor of Plaintiffs.

II. Factual Background³

Plaintiffs are the owners of the following trademarks which are valid and registered on the Principal Register of the United States Patent and Trademark Office (the “adidas Marks”)

Trademark	Registration Number	Registration Date	Class / Goods
ADIDAS	0,891,222	May 19, 1970	IC25. sport shoes namely, track and field shoes, baseball, boxing, football, skating, golf, and soccer shoes; sportswear namely, suits, shorts, pants, tights, shirts, gloves, and the like; jerseys; socks; sport shoes namely, track and field training shoes, basketball shoes, and tennis shoes.
adidas	1,050,759	October 19, 1976	IC 028. Balls of every kind.
adidas	1,300,627	October 16, 1984	IC 025. Sportswear-Namely, Suits, Shorts, Pants, Tights, Shirts, Jerseys, Socks, Gloves, Jackets, Coats, Swimwear, Sweaters, Caps, Pullovers, Warm-Up Suits, Boots, Shoes, Slippers.
CLIMALITE	1,809,301	December 7, 1993	IC 025. Shirts.

³ The factual background is taken from Plaintiffs' Complaint, ECF No. [1], Plaintiffs' Motion, ECF No. [32], and supporting evidentiary submissions.

	2,278,591	September 21, 1999	IC 25. sports and leisure wear, namely, shorts.
	2,411,802	December 12, 2000	IC 018. All purpose sport bags, athletic bags, traveling bags, backpacks, knapsacks. IC 025. Sports and leisure wear, namely, shorts, pants, shirts, T-shirts, jerseys, socks, gloves, jackets, swimwear, caps and hats, pullovers, sweat-shirts, sweat suits, track suits, warm-up suits; boots, sandals, specific purpose athletic shoes and general all purpose sports shoes. IC 028. Sports balls and playground balls; guards for athletic use, namely, shin guards, knee guards and leg guards.
CLIMACOOOL	2,651,581	November 19, 2002	IC 025. Clothing, namely, footwear, sport shoes, headwear, shirts, T-shirts, jerseys, underwear, swimwear, shorts, pants, skirts, sweaters, caps, hats, visors, warm up suits, rain suits, ski suits, jumpsuits, boots, sandals, sweat shirts, jackets, uniforms, wrist bands and head bands, gloves and socks.
adidas	3,255,820	June 26, 2007	IC 018. Bags for general and sport use, namely, handbags, tote bags, waist packs, overnight bags, gym bags, duffel bags, backpacks, knapsacks, beach bags, trunks, suitcases and travelling bags, wallets, briefcases, key cases, purses, parasols and umbrellas
TELSTAR	3,508,598	September 30, 2008	IC 028. Soccer balls.
CLIMACHILL	4,585,788	August 12, 2014	IC 025. Footwear; apparel, namely, shirts, tops, shorts
adidas	4,679,762	January 27, 2015	IC 009. Mobile phone covers; laptop covers and sleeves; protective covers and sleeves for tablet computer.

See Declaration of Mia Nidia Gutierrez, ECF No. [6-2] at 4-5; ECF No. [1-2] (containing Certificates of Registrations for the adidas Marks at issue). The adidas Marks are used in

connection with the manufacture and distribution of quality goods in the categories identified above. *See* Declaration of Mia Nidia Gutierrez, ECF No. [6-2] at 5.

Defendants, by operating Internet based e-commerce stores via the Internet marketplace websites, Amazon.com, Bonanza.com, eBay.com, iOffer.com, and Wish.com, using their Seller IDs, have advertised, promoted, offered for sale, or sold goods bearing what Plaintiffs have determined to be counterfeits, infringements, reproductions, or colorable imitations of the adidas Marks. *See* Declaration of Mia Nidia Gutierrez, ECF No. [6-2] at 13, 15-17. Although each Defendant may not copy and infringe each of Plaintiffs' Marks for each category of goods protected, Plaintiffs have submitted sufficient evidence showing each Defendant has infringed, at least, one or more of Plaintiffs' Marks. *See* Mia Nidia Gutierrez, ECF No. [5-1] at 23-25. Although each Defendant may not copy and infringe each adidas Mark for each category of goods protected, Plaintiffs have submitted sufficient evidence showing each Defendant has infringed, at least, one or more of the adidas Marks. *See* Declaration of Mia Nidia Gutierrez, ECF No. [6-2] at 15-17. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the adidas Marks. *See* Declaration of Mia Nidia Gutierrez, ECF No. [6-2] at 9.

Plaintiffs' counsel retained Invisible Inc, a licensed private investigative firm, to investigate the promotion and sale of counterfeit and infringing adidas branded products by Defendants. *See* Declaration of Mia Nidia Gutierrez, ECF No. [6-2] at 13; Declaration of Kathleen Burns, ECF No. [6-3] at 3; Declaration of Virgilio Gigante, ECF No. [6-6] at 2. Through Amazon.com, Bonanza.com, eBay.com, iOffer.com, and Wish.com, Invisible Inc accessed all of the Internet based e-commerce stores operating under Defendants' Seller IDs, and finalized the purchase of a product bearing counterfeits of, at least, one of the adidas Marks at

issue, via each Seller ID, and requested each product to be shipped to Invisible Inc's address in the Southern District of Florida. *See* Declaration of Kathleen Burns, ECF No. [6-3] at 4. Following submission of the orders, Invisible Inc finalized payment for each of the products ordered from Defendants via Amazon Payments, Inc.⁴ or PayPal to Defendants' respective PayPal accounts and/or via Defendants' respective payee,⁵ as identified on Schedule "A" hereto.⁶ At the conclusion of the process, the detailed web page captures and photographs reflecting the adidas branded products offered for sale and purchased by Invisible Inc via Defendants' Seller IDs were sent to Plaintiffs' representative for review. *See* Declaration of Kathleen Burns, ECF No. [6-3] at 4; Declaration of Mia Nidia Gutierrez, ECF No. [6-2] at 15; Declaration of Virgilio Gigante, ECF No. [6-6] at 2.

Plaintiffs' representative conducted a review and visually inspected the detailed web pages and images produced by Invisible Inc, reflecting the various products offered for sale and sold bearing the adidas Marks by Defendants via the Seller IDs, and determined the products were non-genuine, unauthorized versions of Plaintiffs' goods. *See* Declaration of Mia Nidia Gutierrez, ECF No. [6-2] at 15-17.

⁴ Amazon.com is an e-commerce marketplace that allows Defendants to conduct their commercial transactions privately via Amazon.com's payment processing and retention service, Amazon Payments, Inc. As such, payment information for the Defendants operating via Amazon.com is not publicly disclosed. *See* Declaration of Kathleen Burns, ECF No. [6-3] at 4, n.2; Declaration of Virgilio Gigante, ECF No. [6-6] at 4.

⁵ "PayPal * Wish" was identified as the payee for each of Invisible Inc's orders from certain Defendants' Seller IDs. "WISH (ContextLogic Inc.)" is the named PayPal recipient for individual transactions conducted with sellers through Wish.com. *See* Declaration of Kathleen Burns, ECF No. [6-3] at 4, n.3.

⁶ Additional contact e-mail addresses provided by Defendants 41 and 83 are also identified on Schedule "A" hereto. *See* Declaration of Kathleen Burns, ECF No. [6-3] at 4, n.4.

III. Analysis

A. Claims

1. Trademark Counterfeiting and Infringement Under 15 U.S.C. § 1114 (Count I)

Section 32 of the Lanham Act, 15 U.S.C. § 1114, provides liability for trademark infringement if, without the consent of the registrant, a defendant uses “in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark: which is likely to cause confusion, or to cause mistake, or to deceive.” 15 U.S.C. § 1114. In order to prevail on its trademark infringement claim under Section 32 of the Lanham Act, Plaintiffs must demonstrate that (1) they had prior rights to the mark at issue; and (2) Defendants adopted a mark or name that was the same, or confusingly similar to Plaintiffs’ trademark, such that consumers were likely to confuse the two. *Planetary Motion, Inc. v. Techsplosion, Inc.*, 261 F.3d 1188, 1193 (11th Cir. 2001) (citing *Lone Star Steakhouse & Saloon, Inc. v. Longhorn Steaks, Inc.*, 106 F.3d 355, 360 (11th Cir. 1997)).

2. False Designation of Origin Under 15 U.S.C. § 1125(a) (Count II)

To prevail on a claim for false designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), Plaintiffs must prove that Defendants used in commerce, in connection with any goods or services, any word, term, name, symbol or device, or any combination thereof, or any false designation of origin that is likely to deceive as to the affiliation, connection, or association of Defendants with Plaintiffs, or as to the origin, sponsorship, or approval, of Defendants’ goods by Plaintiffs. *See* 15 U.S.C. § 1125(a)(1). The test for liability for false designation of origin under 15 U.S.C. § 1125(a) is the same as for a trademark counterfeiting and infringement claim – i.e., whether the public is likely to be deceived or confused by the

similarity of the marks at issue. *See Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 780 (1992).

3. Common-Law Unfair Competition and Trademark Infringement (Counts III and IV)

Whether a defendant's use of a plaintiffs' trademarks created a likelihood of confusion between the plaintiffs' and the defendant's products is also the determining factor in the analysis of unfair competition under Florida common law. *Rolex Watch U.S.A., Inc. v. Forrester*, No. 83-8381-Civ-Paine, 986 WL 15668, at *3 (S.D. Fla. Dec. 9, 1987) ("The appropriate test for determining whether there is a likelihood of confusion, and thus trademark infringement, false designation of origin, and unfair competition under the common law of Florida, is set forth in *John H. Harland, Inc. v. Clarke Checks, Inc.*, 711 F.2d 966, 972 (11th Cir. 1983)"); *see also Boston Prof'l Hockey Ass'n, Inc. v. Dallas Cap & Emblem Mfg., Inc.*, 510 F.2d 1004, 1010 (5th Cir. 1975) ("As a general rule . . . the same facts which would support an action for trademark infringement would also support an action for unfair competition.").

The analysis of liability for Florida common law trademark infringement is the same as the analysis of liability for trademark infringement under § 32(a) of the Lanham Act. *See PetMed Express, Inc. v. MedPets.com, Inc.*, 336 F. Supp. 2d 1213, 1217-18 (S.D. Fla. 2004).

B. Liability

The well-pled factual allegations of Plaintiffs' Complaint properly allege the elements for each of the claims described above. *See* ECF No. [1]. Moreover, the factual allegations in Plaintiffs' Complaint have been substantiated by sworn declarations and other evidence and establish Defendants' liability under each of the claims asserted in the Complaint. Accordingly, default judgment pursuant to Federal Rule of Civil Procedure 55 is appropriate.

C. Injunctive Relief

Pursuant to the Lanham Act, a district court is authorized to issue an injunction “according to the principles of equity and upon such terms as the court may deem reasonable,” to prevent violations of trademark law. *See* 15 U.S.C. § 1116(a). Indeed, “[i]njunctive relief is the remedy of choice for trademark and unfair competition cases, since there is no adequate remedy at law for the injury caused by a defendant’s continuing infringement.” *Burger King Corp. v. Agad*, 911 F. Supp. 1499, 1509-10 (S.D. Fla. 1995) (citing *Century 21 Real Estate Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988)). Moreover, even in a default judgment setting, injunctive relief is available. *See e.g., PetMed Express, Inc.*, 336 F. Supp. 2d at 1222-23. Defendants’ failure to respond or otherwise appear in this action makes it difficult for Plaintiffs to prevent further infringement absent an injunction. *See Jackson v. Sturkie*, 255 F. Supp. 2d 1096, 1103 (N.D. Cal. 2003) (“[D]efendant’s lack of participation in this litigation has given the court no assurance that defendant’s infringing activity will cease. Therefore, plaintiffs are entitled to permanent injunctive relief.”)

Permanent injunctive relief is appropriate where a plaintiff demonstrates that (1) it has suffered irreparable injury; (2) there is no adequate remedy at law; (3) the balance of hardship favors an equitable remedy; and (4) an issuance of an injunction is in the public’s interest. *eBay, Inc. v. MercExchange, LLC*, 547 U.S. 388, 392-93 (2006). Plaintiffs have carried their burden on each of the four factors. Accordingly, permanent injunctive relief is appropriate.

Specifically, in trademark cases, “a sufficiently strong showing of likelihood of confusion . . . may by itself constitute a showing of a substantial threat of irreparable harm.” *McDonald’s Corp. v. Robertson*, 147 F.3d 1301, 1306 (11th Cir. 1998); *see also Levi Strauss & Co. v. Sunrise Int’l Trading Inc.*, 51 F.3d 982, 986 (11th Cir. 1995) (“There is no doubt that the

continued sale of thousands of pairs of counterfeit jeans would damage LS & Co.'s business reputation and might decrease its legitimate sales.”). Plaintiffs’ Complaint alleges that Defendants’ unlawful actions have caused Plaintiffs irreparable injury and will continue to do so if Defendants are not permanently enjoined. *See* ECF No. [1]. Further, the Complaint alleges, and the submissions by Plaintiffs show, that the goods promoted, advertised, offered for sale, and sold by Defendants are nearly identical to Plaintiffs’ genuine products and that consumers viewing Defendants’ counterfeit goods post-sale would actually confuse them for Plaintiffs’ genuine products. *See id.* “The net effect of Defendants’ actions will cause confusion of consumers . . . who will believe Defendants’ Counterfeit Goods are genuine goods originating from, associated with, and approved by Plaintiffs.” *See* ECF No. [1] at 27.

Plaintiffs have no adequate remedy at law so long as Defendants continue to operate the Seller IDs because Plaintiffs cannot control the quality of what appears to be their products in the marketplace. An award of monetary damages alone will not cure the injury to Plaintiffs’ reputations and goodwill that will result if Defendants’ infringing and counterfeiting actions are allowed to continue. Moreover, Plaintiffs face hardship from loss of sales and their inability to control their reputations in the marketplace. By contrast, Defendants face no hardship if they are prohibited from the infringement of Plaintiffs’ trademarks, which is an illegal act.

Finally, the public interest supports the issuance of a permanent injunction against Defendants to prevent consumers from being misled by Defendants’ products. *See Nike, Inc. v. Leslie*, 1985 WL 5251, at *1 (M.D. Fla. June 24, 1985) (“[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior.”). The Court’s broad equity powers allow it to fashion injunctive relief necessary to stop Defendants’ infringing

activities. *See, e.g., Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 15 (1971) (“Once a right and a violation have been shown, the scope of a district court’s equitable powers to remedy past wrongs is broad, for . . . [t]he essence of equity jurisdiction has been the power of the Chancellor to do equity and to mould each decree to the necessities of the particular case.” (citation and internal quotation marks omitted)); *United States v. Bausch & Lomb Optical Co.*, 321 U.S. 707, 724 (1944) (“Equity has power to eradicate the evils of a condemned scheme by prohibition of the use of admittedly valid parts of an invalid whole.”).

Defendants have created an Internet-based counterfeiting scheme in which they are profiting from their deliberate misappropriation of Plaintiffs’ rights. Accordingly, the Court may fashion injunctive relief to eliminate the means by which Defendants are conducting their unlawful activities by requiring their Seller IDs be disabled and their listings and associated images be removed to further prevent the use of these instrumentalities of infringement.

D. Statutory Damages for the Use of Counterfeit Marks

In a case involving the use of counterfeit marks in connection with a sale, offering for sale, or distribution of goods, 15 U.S.C. § 1117(c) provides that a plaintiff may elect an award of statutory damages at any time before final judgment is rendered in the sum of not less than \$1,000.00 nor more than \$200,000.00 per counterfeit mark per type of good. 15 U.S.C. § 1117(c)(1). In addition, if the Court finds that Defendants’ counterfeiting actions were willful, it may impose damages above the maximum limit up to \$2,000,000.00 per mark per type of good. 15 U.S.C. § 1117(c)(2). Pursuant to 15 U.S.C. § 1117(c), Plaintiffs have elected to recover an award of statutory damages as to Count I of the Complaint.

The Court has wide discretion to determine the amount of statutory damages. *PetMed Express, Inc.*, 336 F. Supp. 2d at 1219 (citing *Cable/Home Commc’n Corp. v. Network Prod., Inc.*, 902 F.2d 829, 852 (11th Cir. 1990)). An award of statutory damages is appropriate despite

a plaintiff's inability to prove actual damages caused by a defendant's infringement. *Under Armour, Inc. v. 5Infljersey.com*, 2014 WL 1652044, at *7 (S.D. Fla. April 23, 2014) (citing *Ford Motor Co. v. Cross*, 441 F. Supp. 2d 837, 852 (E.D. Mich. 2006) (“[A] successful plaintiff in a trademark infringement case is entitled to recover enhanced statutory damages even where its actual damages are nominal or non-existent.”)); *Playboy Enter., Inc. v. Universal Tel-A-Talk, Inc.*, 1998 WL 767440, at *8 (E.D. Pa. Nov. 3, 1998) (awarding statutory damages where plaintiff failed to prove actual damages or profits). Indeed, Congress enacted a statutory damages remedy in trademark counterfeiting cases because evidence of a defendant's profits in such cases is almost impossible to ascertain. *See, e.g., S. REP. NO. 104-177, pt. V(7)* (1995) (discussing purposes of Lanham Act statutory damages); *see also PetMed Express, Inc.*, 336 F. Supp. 2d at 1220 (statutory damages are “especially appropriate in default judgment cases due to infringer nondisclosure”). This case is no exception.

This Court may award statutory damages “without holding an evidentiary hearing based upon affidavits and other documentary evidence if the facts are not disputed.” *Perry Ellis Int'l, Inc. v. URI Corp.*, 2007 WL 3047143, at *1 (S.D. Fla. Oct. 18, 2007). Although the Court is permitted to conduct a hearing on a default judgment in regards to damages pursuant to Federal Rule of Civil Procedure 55(b)(2)(B), an evidentiary hearing is not necessary where there is sufficient evidence on the record to support the request for damages. *See SEC v. Smyth*, 420 F.3d 1225, 1232 n.13 (11th Cir. 2005) (“Rule 55(b)(2) speaks of evidentiary hearings in a permissive tone We have held that no such hearing is required where all essential evidence is already of record.”) (citations omitted); *see also PetMed Express*, 336 F. Supp. 2d at 1223 (entering default judgment, permanent injunction and statutory damages in a Lanham Act case without a hearing).

Here, the allegations in the Complaint, which are taken as true, clearly establish Defendants intentionally copied one or more of Plaintiffs' Marks for the purpose of deriving the benefit of Plaintiffs' world-famous reputation. As such, the Lanham Act permits the Court to award up to \$2,000,000.00 per infringing mark on each type of good as statutory damages to ensure that Defendants do not continue their intentional and willful counterfeiting activities.

The evidence in this case demonstrates that each Defendant promoted, distributed, advertised, offered for sale, and/or sold goods bearing marks which were in fact counterfeits of at least one of Plaintiffs' Marks. *See* ECF No. [1]. Based on the above considerations, Plaintiffs suggest the Court award statutory damages of \$1,000,000.00 against each Defendant. The award should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Plaintiffs' trademarks, compensate Plaintiffs, and punish Defendants, all stated goals of 15 U.S.C. § 1117(c). The Court finds that this award of statutory damages falls within the permissible statutory range under 15 U.S.C. § 1117(c) and is just.

E. Damages for False Designation of Origin

Plaintiffs' Complaint also sets forth a cause of action for false designation of origin pursuant to § 43(a) of the Lanham Act (Count II). *See* 15 U.S.C. § 1125(a). As to Count II, the allowed scope of monetary damages is also encompassed in 15 U.S.C. § 1117(c). Accordingly, judgment on Count II is limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

F. Damages for Common Law Unfair Competition and Trademark Infringement

Plaintiffs' Complaint further sets forth a cause of action under Florida's common law of unfair competition (Count III) and trademark infringement (Count IV). Judgment on Count III

and Count IV are also limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

IV. CONCLUSION

Based on the foregoing, it is **ORDERED AND ADJUDGED** that Plaintiffs' Motion, **ECF No. [32]**, is **GRANTED** against those Defendants listed in the attached Schedule "A." Final Default Judgment will be entered by separate order.

DONE AND ORDERED in Chambers at Miami, Florida, this 10th day of January, 2019.

A handwritten signature in black ink, appearing to be 'JB', written over a horizontal line.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to:

Counsel of Record

SCHEDULE "A"
DEFENDANTS BY NUMBER, SELLER ID, STORE URL,
PAYMENT ACCOUNT AND ADDITIONAL E-MAIL ADDRESS

Defendant Number	Defendant / Seller ID	Seller ID / Store URL	Additional E-mail	PayPal Account / Payee
1	SPORT JERSEY SHOPS	ARWMZDGF8J QF1		
2	GFJ5HL51-H	A1PEPR4TRX2Z 3J		
3	heluqu	A1H89P6QQHG N9F		
4	henry kevin	AYL80TS1CXM 5Z		
5	hucunse	A2V480RXBDF EXX		
6	smartdraftusa	A1LK8KAMV9 W7CF		
7	ZAP_BHAVYA	A30TPI5J3O3AI Y		
9	kirkw9375 a/k/a Discount Jerseys			courtwin81@gmail.com
10	Mrspring			Jonathanoooper@gmail.com
11	newshop99			huongktqd8@gmail.com
12	peteradam			peteradam239@gmail.com
13	ShopT2 a/k/a Tina			Tinashop1213@gmail.com
14	yaligo			xiaoxiujin001@hotmail.com
15	yd001			linyundong001@hotmail.com
16	90changyi			jtxiaowangzi@163.com
17	ailiam_0			caiyuanhengtong@outlook.com
18	alex84000			monsieur.bakhouche@gmail.com
19	beautifulhouse2017			18924237935@163.com
21	bestshop0202			trinhkimtuan1@gmail.com
22	chengchuangdianqi			glamour99@yeah.net
24	emillysky25			faty3fati@gmail.com
25	evnyy2018			yanxia99526@163.com
26	feng6896-0			fengah66@126.com
27	gffg2018			lihaohao1952@126.com
28	gz2625112666			aaqqmg22@163.com
29	ha_7212276			vfdbv56@163.com
30	huanbina0			530527713@qq.com
32	jadeasp			jadeaspp@gmail.com
33	land_of_smile			krufah_garden@hotmail.com
35	leopard_chong			wish_manager@yeah.net
35	leopard_wu			wish_manager@yeah.net
36	liyali1987			liyali19870528@126.com

37	mdeals109			med.eche2008@gmail.com
38	mdfh4756			mfh4756@gmail.com
39	mehdamarni-0			amarnismehdi@gmail.com
40	omama-88			khaldounyassin44@gmail.com
41	pakkitop		328956747@qq.com	pakkitop123@gmail.com
43	peshpashi			bouasba.mohcine@gmail.com
44	quick_ship_store			omarannour@gmail.com
45	reallykim018_4			reallykim018@hotmail.com
46	shoponline2603			tien1963nguyen@gmail.com
47	shopsafely2018			muchcollection@gmail.com
48	smartshop-18			abdesalimi25@gmail.com
49	stylish-store1			ismailessoudaigui@gmail.com
50	thanht-store			thanht.hana@gmail.com
51	thebigstore17			m.pro1709@gmail.com
52	themkstore8			themksdev@gmail.com
53	vanvauiv			xlivf206@126.com
55	yhon_95			maryhong502264@hotmail.com
56	youelha15			younessyeh2@gmail.com
57	youyijiaqq			dtmlvq011@126.com
58	521lulu			1802198820@qq.com
59	AAA Top Thailand Quality Jerseys	https://www.wish.com/merchant/58eb49708dcab81049d1138a		PayPal * Wish
60	amuybeen	https://www.wish.com/merchant/5a17698b9d0a7b16d4310c6a		PayPal * Wish
61	Angel Lover 2099	https://www.wish.com/merchant/58ca533784789e507ae56125		PayPal * Wish
62	chenshimei fashion	https://www.wish.com/merchant/541fb9529719cd3d428a4d11		PayPal * Wish
63	Clouds shipping	https://www.wish.com/merchant/587f22c97f83404d56fe517a		PayPal * Wish
64	clovoices	https://www.wish.com/merchant/5ab663f09bda4e36358cd4a2		PayPal * Wish

65	ehappy company	https://www.wish.com/merchant/58171a4af1415c1994833675	PayPal * Wish
66	Gorgeous Goods	https://www.wish.com/merchant/58d37c592b0fbc56889d24a3	PayPal * Wish
67	huangfei	https://www.wish.com/merchant/559b8cffbe789b74f53eb798	PayPal * Wish
68	huliming	https://www.wish.com/merchant/55ab98750be09e52532ce662	PayPal * Wish
69	I Love My Fashion	https://www.wish.com/merchant/5922db2471a2f20775f9ed72	PayPal * Wish
70	I Love World Cup	https://www.wish.com/merchant/5922b596980a34463ad59db8	PayPal * Wish
71	Lucky666666	https://www.wish.com/merchant/5aa20cdd2fbbdc2775750add	PayPal * Wish
72	luoxuejia	https://www.wish.com/merchant/564c3d4b3c9cfb12afbfe5d4	PayPal * Wish
73	menghuanxiyou	https://www.wish.com/merchant/58beb68fa6389c52ab9d4b62	PayPal * Wish
74	MY fashion line	https://www.wish.com/merchant/59108c2771a2f20b9bb11b6f	PayPal * Wish
75	MySoccerJersey	https://www.wish.com/merchant/5a545e3efd9db81496be895e	PayPal * Wish
76	Our fashion family	https://www.wish.com/merchant/591d4f0e2a87415effbd29c3	PayPal * Wish

77	qiuyitianxia	https://www.wish.com/merchant/59e2f3fd0f193f3cb5dd388c		PayPal * Wish
78	Rugby	https://www.wish.com/merchant/59784fd3d9d6a419de8fcc87		PayPal * Wish
79	SH168	https://www.wish.com/merchant/5681d7fc73c0e0298db8aaf8		PayPal * Wish
80	Shenzhen Goshawk Technology Co.,Ltd	https://www.wish.com/merchant/58cb6d3b2e26c45062c8acb9		PayPal * Wish
81	Sportswear club	https://www.wish.com/merchant/59660af4a26f6e1c0f94b357		PayPal * Wish
82	superhao	https://www.wish.com/merchant/58c7ccaa584e5c505feb1ec		PayPal * Wish
83	Top Thailand Quality Jerseys	https://www.wish.com/merchant/58e7bba12d91303f344ed57b	mingming0909@yeah.com	PayPal * Wish
84	uhhia55521	https://www.wish.com/merchant/5b6011757f86da141f3d9195		PayPal * Wish
85	wanfen168	https://www.wish.com/merchant/5a9cde202fbbdc5b65024316		PayPal * Wish
86	yinpeihua123	https://www.wish.com/merchant/56f94a1e0893bb58851cf821		PayPal * Wish
87	ywgsyouth138	https://www.wish.com/merchant/594a0af2b9ef52721fbf3e1f		PayPal * Wish