

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 13-61867-CIV-ROSENBAUM

ADIDAS AG, *et al.*,

Plaintiffs,

vs.

2013JEREMYSOTTXADIDAS.COM, *et al.*,

Defendants.

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**ORDER GRANTING APPLICATION FOR ENTRY  
OF PRELIMINARY INJUNCTION**

This matter is before the Court on Plaintiffs'<sup>1</sup> *Ex Parte* Application for Entry of Preliminary Injunction (the "Application for Preliminary Injunction") [D.E. 5], and upon the Preliminary Injunction Hearing held on October 1, 2013. The Court has carefully reviewed the Motion and the entire court file and is otherwise fully advised in the premises. By the instant Application, Plaintiffs move for entry of a preliminary injunction against Defendants<sup>2</sup> for alleged violations of the Lanham Act, 15 U.S.C. §§ 1114, and 1125(a) and (d).

The Court convened a hearing on October 1, 2013, which only counsel for Plaintiffs attended. During the hearing, Plaintiffs directed the Court to evidence supporting the Application for Preliminary Injunction. Defendants have not responded to the Application for Preliminary Injunction, nor have they made any filing in this case, nor have Defendants appeared in this matter

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<sup>1</sup> Plaintiffs include adidas AG ("adidas AG"), adidas International Marketing B.V. ("adidas International"), and adidas America, Inc. ("adidas America") (collectively, "adidas"), as well as Plaintiffs Reebok International Limited ("Reebok International") and Reebok International Ltd. ("Reebok Ltd.") (collectively, "Reebok"), and Sports Licensed Division of the adidas Group, LLC ("SLD") (collectively referred to herein as "Plaintiffs").


<sup>2</sup> Defendants are the Partnerships and Unincorporated Associations identified on Schedule "A" hereto.

either individually or through counsel. Because Plaintiffs have satisfied the requirements for the issuance of a preliminary injunction, the Court grants Plaintiffs' Application for Preliminary Injunction [D.E. 5].

**I. FACTUAL BACKGROUND**<sup>3</sup>



1. Plaintiff adidas manufactures, promotes, distributes, and sells in interstate commerce, including within this judicial district, footwear, sunglasses, sports balls, and sports and leisure wear, namely, shorts, shirts, jerseys, sweatshirts, socks, hats, jackets, and tracksuits under multiple federally registered trademarks. *See* D.E. 5-1 at 4.


2. Plaintiff adidas is the owner of multiple trademark registrations for the adidas Marks, including the following valid and incontestable trademark registrations, issued by the United States Patent and Trademark Office:

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Class / Goods</b>
ADIDAS	0,891,222	May 19, 1970	IC25 - 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.
	0,973,161	26987	IC 13 - tote bags IC 25 - specific purpose athletic shoes; general purpose sport shoes, sportswear, namely, suits, shorts, pants, tights, shirts, jerseys, socks, and gloves.
<b>adidas</b>	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, rain suits, ski suits, jump suits, boots, shoes, slippers.


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<sup>3</sup> The factual background is taken from Plaintiffs' Complaint, Application for Temporary Restraining Order, and supporting evidentiary submissions.


Trademark	Registration Number	Registration Date	Class / Goods
	1,310,140	December 18, 1984	IC 025 - sportswear, namely, suits, shorts, pants, tights, shirts, jerseys, socks, gloves, jackets, coats, swimwear, sweaters, caps, pullovers, warm-up suits, rain suits, ski suits, jump suits, boots, shoes, slippers.
<b>adidas</b>	2,138,288	February 24, 1998	IC 009 - eyeglasses and sunglasses. IC 014 - watches and wrist watches.
	2,411,802	December 12, 2000	IC 018 - all-purpose sport bags, athletic bags, traveling bags, backpacks, knapsacks, beach bags  IC 025 - sports and leisure wear, namely, shorts, pants, shirts, t-shirts, jerseys, tights, socks, gloves, jackets, swimwear, caps and hats, pullovers, sweat-shirts, sweat suits, track suits, warm-up suits, rain suits; boots, slippers, 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

Trademark	Registration Number	Registration Date	Class / Goods
	3,104,117	June 13, 2006	<p>IC 009 - optical apparatus and instruments, namely, eyeglasses and sunglasses</p> <p>IC 014 - horological and chronometric instruments, namely, watches</p> <p>IC 018 - leather and imitations of leather, and goods made from these materials in the nature of bags for general and sport use, namely, handbags, tote bags, waist packs, overnight bags, backpacks, knapsacks and beach bags; trunks; traveling bags for general and sport use; leather and imitations of leather and goods made from these materials, namely, wallets, briefcases, and key cases</p> <p>IC 025 - sports and leisure wear, namely, suits, shorts, pants, sweatpants, skirts, skorts, dresses, blouses, shirts, t-shirts, sleeveless tops, polo shirts, vests, jerseys, sweaters, sweatshirts, pullovers, coats, jackets, tracksuits, training suits, warm-up suits, swimwear, underwear, socks, gloves, scarves, wristbands and belts; headgear, namely, caps, hats, visors, headbands; athletic footwear and leisure foot wear, namely, boots, sandals, specific purpose athletic shoes and general purpose sports shoes</p>

The adidas Marks are used in connection with the manufacture and distribution of goods in the categories identified above. *See* D.E. 5-1 at ¶ 5; D.E. 5-2 (containing Certificates of Registrations for the adidas Marks at issue).

3. Plaintiff Reebok manufactures, promotes, distributes, and sells in interstate commerce, including within this judicial district, footwear and apparel under the trademarks RBK, REEBOK, and  (collectively, the “Reebok Marks”). *See* D.E. 5-1 at ¶ 13.

4. Plaintiff Reebok is the owner of multiple trademark registrations for the Reebok Marks, including the following valid and incontestable trademark registrations, issued by the United States Patent and Trademark Office:

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Class / Goods</b>
REEBOK	1,133,704	April 22, 1980	IC 25 - shoes for use in athletic sports
REEBOK	1390793	April 22, 1986	IC 18 - all-purpose sport bags IC 25 - sweatpants, shorts, sweaters, polo shirts, hats, visors, headbands, sweatbands, t-shirts, sweatshirts.
	1,848,848	August 9, 1994	IC 018 - all-purpose sport bags, duffel bags, tote bags, knapsacks, and shoulder bags. IC 025 - footwear and apparel, namely, t-shirts, shirts, sweatshirts, sweaters, jackets, hats, visors, socks, sweatpants, pants, shorts, skirts, unitards, and leotards.
RBK	3,074,802	March 28, 2006	IC 09 - eyewear, namely, eyewear cases; eyewear cleaning cloths; sunglasses; and protective helmets for hockey and skating. IC 025 - footwear; headwear; apparel, namely, sweatpants, sweatshirts, shirts, shorts, sweaters, socks, jackets, sweatsuits, warm-up suits, shooting shirts, fleece tops, tank tops, polo shirts, pants, athletic bras, leggings, skirts, turtlenecks, vests, dresses, athletic uniforms, gloves, infant wear, and running suits. IC 028 - sports equipment, namely, basketballs, footballs, rugby balls, soccer balls, in-line skates, hockey skates; protective hockey equipment, namely, shin pads, elbow pads, shoulder pads, and pants; protective in-line skating equipment, namely, kneepads and elbow pads.

The Reebok Marks are used in connection with the manufacture and distribution of goods in the categories identified above. *See* D.E. 5-1 at ¶14; D.E. 5-3 (containing Certificates of Registrations for the Reebok Marks at issue).

5. Plaintiff SLD manufactures, promotes, distributes, and sells in interstate commerce, including within this judicial district, sports jerseys and hats under the trademark Mitchell & Ness (the “Mitchell & Ness Mark”). *See* D.E. 5-1 at ¶ 22.

6. Plaintiff SLD is the owner of multiple trademark registrations for the Mitchell & Ness Mark, including the following valid and incontestable trademark registration, issued by the United States Patent and Trademark Office:

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Class / Goods</b>
MITCHELL & NESS	2,860,283	July 6, 2004	IC 025 - sports jerseys, jackets, shirts, t-shirts, sweaters, caps, hats, headbands and wristbands

The Mitchell & Ness Mark is used in connection with the manufacture and distribution of high quality goods in at least the categories identified above. *See* D.E. 5-1 at ¶ 23; D.E. 5-4 (containing Certificates of Registrations for the Mitchell & Ness Mark at issue).

7. Defendants, through the fully interactive, commercial Internet websites operating under their partnership and unincorporated association names identified on Schedule “A” hereto (collectively the “Subject Domain Names”), have advertised, promoted, offered for sale, or sold, at least, (i) footwear, sunglasses, sports balls, and sports and leisure wear, namely, shorts, shirts, jerseys, sweatshirts, socks, hats, jackets, and tracksuits bearing what Plaintiffs have determined to

be counterfeits, reproductions, or colorable imitations of the adidas Marks, (ii) footwear and apparel bearing what Plaintiffs have determined to be counterfeits, reproductions, or colorable imitations of the Reebok Marks, and (iii) sports jerseys and hats bearing what Plaintiffs have determined to be counterfeits, reproductions, or colorable imitations of the Mitchell & Ness Mark. *See* D.E. 5-1 at ¶¶ 31-39.

8. Although each Defendant may not copy and infringe each of Plaintiffs' individual trademarks for each category of goods protected, Plaintiffs have submitted sufficient evidence showing each Defendant has infringed at least one or more of the trademarks at issue. *See* D.E. 5-1 at ¶¶ 33-39; D.E. 5-17 at ¶¶ 5-9; D.E. 5-18 through D.E. 5-24. 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, Reebok Marks, or Mitchel & Ness Mark (collectively, "Plaintiffs' Marks."). *See* D.E. 5-1 at ¶¶ 31, 38, 39.

9. Plaintiffs retained AED Investigations, Inc. and Aries Claims Services, both licensed private investigative firms, to investigate the sale of counterfeit versions of Plaintiffs' products by Defendants. *See* D.E. 5-1 at ¶ 32; D.E. 5-5 at ¶ 5; D.E. 5-17 at ¶ 3; D.E. 5-25 at ¶ 3.

10. Eric Rosaler ("Rosaler"), an officer of AED Investigations, Inc., accessed the Internet websites operating under the Subject Domain Names, **cheapnbajerseywholesale.com** and **kevinshoes.com** and placed orders for the purchase of various adidas-branded products, including a jersey and one pair of shoes—all bearing counterfeits of at least one of the adidas Marks at issue in this action. *See* D.E. 5-17 at ¶ 4; D.E. 5-18. Rosaler finalized payment for the adidas-branded jersey purchased through **cheapnbajerseywholesale.com** via credit card and the adidas-branded shoes purchased through **kevinshoes.com** via Western Union. *See* D.E. 5-17 at ¶ 4; D.E. 5-18.

11. Rosaler also accessed the Internet websites operating under the Subject Domain

Names, **jerseysfreetax.com** and **wholesalejerseys4u.us**, and placed an order for the purchase of various Reebok-branded products, including two jerseys bearing counterfeits of at least one of the Reebok Marks at issue in this action. *See* D.E. 5-17 at ¶ 5; D.E. 5-19. Rosaler finalized payment for the Reebok-branded jerseys purchased through **jerseysfreetax.com** and **wholesalejerseys4u.us** via PayPal to the PayPal accounts, [michaelwindebanker@yahoo.com](mailto:michaelwindebanker@yahoo.com) and [williamkinnaman@yahoo.com](mailto:williamkinnaman@yahoo.com) respectively. *See* D.E. 5-17 at ¶5; D.E. 5-19.

12. Additionally, Rosaler accessed the Internet websites operating under the domain names **fineworkshops.com**, **cheapnba-mart.com**, and **onlyjerseys.us**, and placed an order for the purchase of various Mitchell & Ness-branded products, including a jersey and two hats bearing counterfeits of at least one of the Mitchell & Ness Marks at issue in this action. *See* D.E. 5-17 at ¶ 7; D.E. 5-20. Rosaler finalized payment for the Mitchell & Ness-branded jersey purchased through **fineworkshops.com** via PayPal to the PayPal account [xubo198701@gmail.com](mailto:xubo198701@gmail.com), the Mitchell & Ness-branded hat purchased through **cheapnba-mart.com** via PayPal to the PayPal account [janespanich@hotmail.com](mailto:janespanich@hotmail.com), and the Mitchell & Ness-branded hat purchased through **onlyjerseys.us** via PayPal to the PayPal account [stevensalcedos@yahoo.com](mailto:stevensalcedos@yahoo.com). *See* D.E. 5-17 at ¶ 7; D.E. 5-20.

13. Further, Rosaler accessed Internet websites operating under the Subject Domain Names identified on the table below and went through the purchasing process<sup>4</sup> for various products, most of which bore counterfeits of at least one of the Plaintiffs' respective Marks at issue in this action.<sup>5</sup> *See* D.E. 5-17 at ¶ 9; D.E. 5-21 through 5-24. Following submission of his orders,

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<sup>4</sup> Rosaler intentionally did not finalize his purchases from the Internet websites so as to avoid contributing funds to Defendants' coffers. *See* D.E. 5-17 at ¶ 9, n. 4.

<sup>5</sup> Although all of the websites operating under the Subject Domain Names offer for sale Plaintiffs' respective branded items (*see* D.E. 5-5 at ¶ 2), Rosaler intentionally did not as part of the investigative process order Plaintiffs' respective branded merchandise from some of the



Rosaler received information for finalizing payment for each of the items ordered via PayPal or bank transfer to Defendants' respective PayPal or bank accounts<sup>6</sup> as follows:

Domain Name	Payment Method	Account
2013jeremyscottxadidas.com	Bank Transfer	Beneficiary Name: Jianshun Guo Bank Name: Bank of China Swift Code: BKCHCNBJ Account Number: **** * 5 383
4footballshirts.com	PayPal	<a href="mailto:joejidsr16@gmail.com">joejidsr16@gmail.com</a>
11proboots.com copascarpedalcalcio.com predatorabsolado.com predatorlzfootballboots.com soccerkicksonfire.com	Bank Transfer	Bank Name: HSBC Bank(China) Company Limited,Xiamen Branch Branch Location: Units 7-10,G/F,The Bank Centre,189 Xiamen 361003,P.R. China Bank Country: China Beneficiary: YAO JING Beneficiary Address: FuJian China Beneficiary Country: China Swift Code: HSBCCNSHSIA Account No: *****3406
adidas-nike-jp.com	Bank Transfer	Beneficiary Institution: Bank Of China Putian Branch Swift Code: BKCHCNBJ73C Beneficiary Name: Xuesong Zhao Beneficiary Telephone Number: 008613599556597 Beneficiary Account Number: *****1764
adidasoriginalssuperstar2.com	Bank Transfer	Beneficiary Bank: Bank Of China Beneficiary Name: ZhiMin Lin Swift Code: BKCHCNBJ73B Bank Address: Quanzhou Brnch Of Bank Of China Account Number: *****9701

websites operating under the Subject Domain Names but instead ordered some merchandise not bearing Plaintiffs' trademarks. Making purchases of mixed brands is a technique commonly used by investigators to avoid inadvertently tipping off the target that a brand owner is conducting an investigation. *See* D.E. 5-5 at ¶ 5.

<sup>6</sup> The full account numbers of all financial institution accounts identified herein have been redacted to avoid disclosure of private financial information, in compliance with Rule 5.2(a)(4), Fed. R. Civ. P.

Domain Name	Payment Method	Account
2013jeremyscottxadidas.com	Bank Transfer	Beneficiary Name: Jianshun Guo Bank Name: Bank of China Swift Code: BKCHCNBJ Account Number: **** * 5 383
4footballshirts.com	PayPal	<a href="mailto:joejidsr16@gmail.com">joejidsr16@gmail.com</a>
adidasporschedesignbounce.com chaussureadidasporschedesign.com jeremyscottoriginals.com	Bank Transfer	Beneficiary Name: Jianping Wu Beneficiary Bank: Bank of China Putian Branch Swift Code: BKCHCNBJ73C Bank Address: No.,108, Shuangfu Road, Chengxiang District, Putian, Fujian, ChinarnZip Code: 351100 Account Number: *****_*****_***073-0
adidasneaker.org	Bank Transfer	Beneficiary institution: Bank of China Putian Branch Swift Code: BKCHCNBJ73C Beneficiary Name: Wenxian Shen Beneficiary Address : No.289, Zhenhai Street, Putian, Fujian, China Bank Address: Wenxian road 192 Chenxiang borough Fujian Provice China Account Number: *****4662
adidaswings4sales.com	Bank Transfer	Beneficiary Name: Haiqin Zhang Swift Code: CMBCCNBS471 Bank Name: China Merchants Bank Address: Shenzhen, China Account Number :*****6391
all-wholesaler.com	PayPal	<a href="mailto:jinyannizuimei@hotmail.com">jinyannizuimei@hotmail.com</a>
all-wholesaler.com	Bank Transfer	Beneficiary Name: Yanghua Name: huang Address: 933 Wenxian, Chengxiang District, Putian City, Fujian Province, China Swift Code: BKCHCNBJ73C Postal Code: 351100 Account number: **** * 9 257
billigereeboksko.com reebokprecios.com reeboktilbud.com	Bank Transfer	Beneficiary institution: Bank of China Putian Branch SWIFT: BKCHCNBJ73C Beneficiary Name Jinchun Huang Address: 76 Wenxian Lu Putian Bank Account: **** * 9 962 or ***** * 9 962
brownsneaks.com rainbowsneaks.com	PayPal	ARLLEXO LIMITED

Domain Name	Payment Method	Account
2013jeremyscottxadidas.com	Bank Transfer	Beneficiary Name: Jianshun Guo Bank Name: Bank of China Swift Code: BKCHCNBJ Account Number: **** * 5 383
4footballshirts.com	PayPal	<a href="mailto:joejidsr16@gmail.com">joejidsr16@gmail.com</a>
buyjerseys.us	PayPal	<a href="mailto:lindababber@yahoo.com">lindababber@yahoo.com</a>
canada-jerseys.com	PayPal	<a href="mailto:snowewqoud@outlook.com">snowewqoud@outlook.com</a>
cr7soccersales.com	PayPal	<a href="mailto:worldtrades2014@gmail.com">worldtrades2014@gmail.com</a>
cr7soccersales.com	Bank Transfer	Bank Name: China Merchants Bank Putian Branch Swift Code: CMBCCNBS556 Bank Address: Licheng Road, Putian , Fujian, China Beneficiary Name: GuoShan Huang Telephone: +86 15260959949 Bank Account : **** * 8688
danmarkreebok.com	Bank Transfer	Beneficiary institution: Bank of China Putian Branch Swift Code: BKCHCNBJ73C Beneficiary Name: CHANGHUA LV Address of the bank: Bank Of China 76, Winxian LU 351100 Putian China Address of CHANGHUA LV: Liyuan street, 351100, Putian, China Account Number : ** * 722
dnike.com wholesalebrand.org	Bank Transfer	Beneficiary's Name: Lin Rui Zhen Inward Remittance Bank'Name: Bank of China Quanzhou Branch, BOC Mansion Fengze Street, Quanzhou, Fujian, P.R. China Swift Code: BKCHCNBJ73B Account Number : *****2955
easytunereebok.com	Bank Transfer	Beneficiary institution: Bank of China Putian Branch Swift Code: BKCHCNBJ73C Beneficiary Name: yanzhen shen Address: 76 WinXian Lu PUTIAN Account Number: **** * 526

Domain Name	Payment Method	Account
2013jeremyscottxadidas.com	Bank Transfer	Beneficiary Name: Jianshun Guo Bank Name: Bank of China Swift Code: BKCHCNBJ Account Number: **** * 5 383
4footballshirts.com	PayPal	<a href="mailto:joejidsr16@gmail.com">joejidsr16@gmail.com</a>
exportroad.com	Bank Transfer	Bank Name: Bank Of China Putian Branch Swift Code : BKCHCNBJ73C payee : Zhou Wenhua Beneficiary Telephone Number : 0018613559393182 /0018613799622573 Bank Address: Putian, Fujian, China postcode: 351100 Account Number : *****_****_****898--8
goemwholesaler.com	Bank Transfer	Beneficiary Name: Tenglong Kang Receiver Telephone: (+86)1803-001-0620 Bank Name: Industrial And Commercial Bank Of China Bank Address: Dongdu Branch Swift Code: ICBKCNBJSMM Account Number: **** * 5167
jeremyscottadidasaustralia.org	PayPal	<a href="mailto:paypalokpayment2654@yahoo.com">paypalokpayment2654@yahoo.com</a>
jeremyscottadidascollection.com jeremyscottadidasxoriginals.us	Bank Transfer	Beneficiary Name: jialong Chen Bank name: Putian Fenheng Jianshe Yinhang China Swift code: PCBCCNBJFJP Bank Account Number: **** * 294
jerseybuy365.com	PayPal	<a href="mailto:hin.yip@gmail.com">hin.yip@gmail.com</a>
jerseysfreetax.com	PayPal	<a href="mailto:cristiancamposer@yahoo.com">cristiancamposer@yahoo.com</a>
jerseysshoppe.com wholesalejerseycenter.com	Bank Transfer	Beneficiary Name: Wu Meizhu Bank Name: Bank of china putian branch Beneficiary Address: Putian, Fujian, China. Swift Code: BKCHCNBJ73C Company ADDESS: Putian City, Fujian Province. China Bank Account: ****_****_****_***7-028

Domain Name	Payment Method	Account
2013jeremyscottxadidas.com	Bank Transfer	Beneficiary Name: Jianshun Guo Bank Name: Bank of China Swift Code: BKCHCNBJ Account Number: **** * 5 383
4footballshirts.com	PayPal	<a href="mailto:joejidsr16@gmail.com">joejidsr16@gmail.com</a>
kevinshoes.com	Bank Transfer	Beneficiary Name: Wu HuiHui Bank Name: Bank Of China Guangzhou Huan Bank Address: SHI XI ROAD SUB-BRANCH SWIFT CODE: BKCHCN BJ400 Bank Account: **** * 9 941
mercurialsuperfly8.com messishoes2013.com	Bank Transfer	Beneficiary Name : tianhui weng Bank : bank of China Swift Code: BKCHCNBJ73C Address: Putian, Fujian, China, 351100 Bank Account: **** * 1 053
nfljerseysstock.com	Bank Transfer	Swift Code: BKCHCNBJ73C Bank Name: Bank Of China (Putian Branch) Putian Beneficiary Name: Hai Yan LIN Address: putian City, Fujian Province, China Postcode:351100 Account Number : **** * 8 060
ralphlaureus.com	Bank Transfer	Beneficiary Name: YiLan, Wu Bank Name: Bank of China NanChang Branch Swift Code. BKCHCNBJ550 Address: NO.376 , Jie Fang Road, The Town Of XinJian, JiangXi Province, China Account Number. *****3612
shirtforsoccer.com soccershirtsupplier.com	Bank Transfer	Bank Of China Baiyun Golf Sub-Branch Guangzhou Address : No.124 Huang Shi Dong Road Baiyun Golf Garden The 1st Floor Of Yingyue Building Guangzhou China Swift Code: BKCHCN BJ400 Telex Code: 441042 GDBOC CN Beneficiary's Name: Li Dongcai Account No: ***** *34 75

Domain Name	Payment Method	Account
2013jeremyscottxadidas.com	Bank Transfer	Beneficiary Name: Jianshun Guo Bank Name: Bank of China Swift Code: BKCHCNBJ Account Number: **** * 5 383
4footballshirts.com	PayPal	<a href="mailto:joejidsr16@gmail.com">joejidsr16@gmail.com</a>
skoronline.org	Bank Transfer	Beneficiary institution: Bank of China Putian Branch Swift Code: BKCHCNBJ73C Beneficiary Name: Qiang Lin Beneficiary Address : West of 1069 Road Wenxian, Putian, Fujian, China Account Number: *****5037
sneakersalesclub.com	Bank Transfer	Bank Name: Bank Of China Putin Branch Swift Code: BKCHCNBJ73C Beneficiary Name: Liu Guanyou Beneficiary Telephone: 13599451495 Beneficiary Address: Putian City Fujian Province China Beneficiary Account: *****2344
soccerbootoutlet.com	Bank Transfer	Swift Code: BKCHCNBJ73C Bank Name: Bank Of China Beneficiary Name: Cai Yusang Phone number:8615860051772 Account Number: *****9669
soccerjerseys1store.com	Bank Transfer	Bank Name: Bank of China Beneficiary Name: Yang Zhigang Swift code: BKCHCNBJ45A Account Number: *****9920
soccer-wholesale.com	Bank Transfer	Bank Name: Bank Of China, Wan Guo Plaza SB-BRANCH Beneficiary Name: Pang Hai Wen. SWIFT code: BKCHCNBJ400. Bank Address: No.131 Jiang Nan Da Dao Zhong Road, GuangZhou, China. Account Number: *****_****_***309-0
sparta7.com	PayPal	<a href="mailto:pay@beebond.com">pay@beebond.com</a>
sportjerseysfactory.com teamjerseysfactory.com	PayPal	<a href="mailto:allingsoong@hotmail.com">allingsoong@hotmail.com</a>
teamjerseysfactory.com	PayPal	<a href="mailto:musyears1k@hotmail.com">musyears1k@hotmail.com</a>

Domain Name	Payment Method	Account
2013jeremyscottxadidas.com	Bank Transfer	Beneficiary Name: Jianshun Guo Bank Name: Bank of China Swift Code: BKCHCNBJ Account Number: **** * 5 383
4footballshirts.com	PayPal	<a href="mailto:joejidsr16@gmail.com">joejidsr16@gmail.com</a>
styleaaa.com	Bank Transfer	Swift Code: BKCHCNBJ73A Bank Name: bank of china xiamen GaoKeJiYuan br. Beneficiary Name: Ke Shan Hong Beneficiary's Address: 1002RM NO.43 Changhaoyili, Huli District Xiamen City China Account Number: *****2154
thisjerseysb.com	PayPal	<a href="mailto:lcyh2626@163.com">lcyh2626@163.com</a>
uniformfootball.com	PayPal	<a href="mailto:jinta-int@hotmail.com">jinta-int@hotmail.com</a>
uniformfootball.com	Bank Transfer	Beneficiary Bank: China Merchants Bank, H.O. Shenzhen, China, SWIFT Code: CMBCCNBS Beneficiary Name: jian fang Account Number: *****9985
wholesale-soccerjersey.com	Bank Transfer	Beneficiary Name: Youwen Feng Beneficiary Telephone: 13580516001 Bank Name: ICBC Bank Address: Layer 1, Building Comprehensive Information, Gungzhou University Town, District Panyu, Guangzhou Swift Code: ICBKCNBJGDG Account Number: *****7203
wholesale-soccer-jersey168.com	Bank Transfer	Beneficiary Name: Yanyi Feng Beneficiary Telephone: 15813358577 Bank Name: ICBC Bank Address: Layer 1, Building Comprehensive Information, Gungzhou University Town, District Panyu, Guangzhou Swift Code: ICBKCNBJGDG Account Number: *****4784

See D.E. 5-11 at ¶ 9; D.E. 5-15.

14. Kathleen Burns, a partner of Aries Claims Services, accessed the Internet websites operating under the Subject Domain Names identified in the table below and went through the purchasing process on each website for various products, most of which bore Plaintiffs' respective Marks at issue in this action.<sup>7</sup> See D.E. 5-16 at ¶ 4; D.E. 5-17. Following submission of her orders, Burns received information for finalizing payment for each of the various products ordered via PayPal or bank transfer to Defendants' respective PayPal or bank accounts<sup>8</sup> as follows:

<b>Domain Name</b>	<b>Payment Method</b>	<b>Account</b>
fussball-schuhe.org	Bank Transfer	Bank of China Account Name: Xingong Yang Swift Code: BKCHCNBJ73C Bank Account Number: *****4247
chaussuresadidasjeremyscott.com	PayPal	<a href="mailto:malljrescomychaussure@gmail.com">malljrescomychaussure@gmail.com</a>
cheapnbajerseywholesale.com	PayPal	<a href="mailto:ourbestsale@hotmail.com">ourbestsale@hotmail.com</a>
clothingwholesaletrade.com	Bank Transfer	Bank of China Account Name: Lu Shengjun Swift Code: bk chcnbj73c Bank Account Number: *****7574
f10-adizerotrx.com kobe8lakers.com newadizeroiiii.com	Bank Transfer	HSBC Bank (China) Company Limited Account Name: Yao Jing Swift Code: HSBCCNSHSIA Bank Account Number: *****3406

<sup>7</sup> Although all of the websites operating under the Subject Domain Names offer for sale Plaintiffs' respective branded items (see D.E. 5-5 at ¶ 2), Burns intentionally did not as part of her investigative process order Plaintiffs' respective branded merchandise from some of the websites operating under the Subject Domain Names to avoid inadvertently tipping off the target that a brand owner is conducting an investigation. See D.E. 5-5 at ¶ 5; D.E. 5-25 at ¶ 4, n. 1.

<sup>8</sup> The full account numbers of all financial institution accounts identified herein have been redacted to avoid disclosure of private financial information, in compliance with Rule 5.2(a)(4), Fed. R. Civ. P.



nikeairmaxdeals4u.com	PayPal	<a href="mailto:Damian4Cornick@hotmail.com">Damian4Cornick@hotmail.com</a>
nikeairmaxtnsko.com	PayPal	<a href="mailto:didido89@gmail.com">didido89@gmail.com</a>
jerseyssupply.us	PayPal	<a href="mailto:lindababber@yahoo.com">lindababber@yahoo.com</a>
nikevipjerseys.com	PayPal	<a href="mailto:hebahetp9@hotmail.com">hebahetp9@hotmail.com</a>
shoppingwholesalenfl.com	PayPal	<a href="mailto:ericaceballose@yahoo.com">ericaceballose@yahoo.com</a>
wholesalejerseys4u.us	PayPal	<a href="mailto:taraleonardi@yahoo.com">taraleonardi@yahoo.com</a>

See D.E. 5-16 at ¶ 4.

15. Thereafter, the detailed web page listings and images of the adidas-branded jersey and shoes, the Reebok-branded jerseys, and the Mitchell & Ness-branded jersey and hats purchased by Rosaler from Defendants via the Internet websites operating under the Subject Domain Names **cheapnbajerseywholesale.com**, **kevinshoes.com**, **jerseysfreetax.com**, **wholesalejerseys4u.us**, **fineworkshops.com**, **cheapnba-mart.com**, and **onlyjerseys.us** were reviewed by Plaintiffs' representative, Jeni B. Zuercher, who determined the products to be non-genuine, unauthorized versions of Plaintiffs' products. See D.E. 5-1 at ¶¶ 33, 35, 37, 39. Ms. Zuercher also reviewed and visually inspected Defendants' Websites, as well as pictures of the items bearing the adidas Marks, Reebok Marks, and Mitchell & Ness Mark offered for sale by Defendants via their Internet websites operating under the Subject Domain Names and likewise determined the products to be non-genuine, unauthorized versions of Plaintiffs' products. See D.E. 5-1 at ¶¶ 38-39.

16. On August 28, 2013, Plaintiffs filed their Complaint [D.E. 1] against the Defendants for trademark counterfeiting and infringement, false designation of origin, cyberpiracy and common law unfair competition. On September 6, 2013, Plaintiffs filed their *Ex Parte* Application for Entry of Temporary Restraining Order and Preliminary Injunction and Order Restraining Transfer of Assets Tied to the Counterfeiting Operation [D.E. 5]. On September 19,

2013, the Court issued an Order Granting Plaintiffs' *Ex Parte* Application for a Temporary Restraining Order [D.E. 8] and temporarily restrained Defendants from infringing the Plaintiffs' Marks at issue. On September 24, 2013 this Court entered an Order extending the September 19, 2013 Order and rescheduling the Preliminary Injunction hearing to October 1, 2013 [D.E. 11]. Pursuant to the Court's September 19, 2013 Order, Plaintiffs provided Defendants with notice and copies of the Court's September 19, 2013 Order and Plaintiffs' *Ex Parte* Application for Entry of a Temporary Restraining Order and Preliminary Injunction, and Order Restraining Transfer of Assets Tied to the Counterfeiting Operation via email to the email address(es) reflected in the domain registration data for the Subject Domain Names, via email to the email address(es) provided on the Internet websites operating under the Subject Domain Names, electronically via the contact submission web page provided on the websites for the Subject Domain Names, or also sent a copy of the Court's September 19, 2013 Order via email to the registrar of record for each of the Subject Domain Names. Thereafter, Certificates of Service were filed confirming service on each Defendant. [D.E. 13-14].

## **II. LEGAL STANDARD**

In order to obtain a preliminary injunction, a party must demonstrate “(1) [there is] a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that the entry of the relief would serve the public interest.” *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005); *see also Levi Strauss & Co. v. Sunrise Int’l Trading Inc.*, 51 F. 3d 982, 985 (11th Cir. 1995).

## **III. ANALYSIS**

The uncontested declarations Plaintiffs submitted in support of their Application for Preliminary Injunction support the following conclusions of law:

A. Plaintiffs have a strong probability of proving at trial that consumers are likely to be confused by Defendants' advertisement, promotion, sale, offer for sale, or distribution of footwear, sunglasses, sports balls, apparel, and sports and leisure wear, namely, shorts, shirts, jerseys, sweatshirts, socks, hats, jackets, and tracksuits bearing counterfeits, reproductions, or colorable imitations of Plaintiffs' Marks, and that the products Defendants are selling and promoting are copies of Plaintiffs' products that bear copies of Plaintiffs' Marks on footwear, sunglasses, sports balls, apparel, and sports and leisure wear, namely, shorts, shirts, jerseys, sweatshirts, socks, hats, jackets, and tracksuits.

B. Because of the infringement of Plaintiffs' Marks, Plaintiffs are likely to suffer immediate and irreparable injury if a preliminary injunction is not granted. It clearly appears from the following specific facts, as set forth in Plaintiffs' Complaint, Application for Preliminary Injunction, and accompanying declarations on file, that immediate and irreparable loss, damage, and injury will result to Plaintiffs and to consumers because it is more likely true than not that:

1. Defendants own or control Internet websites, domain names, or businesses that advertise, promote, offer for sale, or sell, at least footwear, sunglasses, sports balls, apparel, and sports and leisure wear, namely, shorts, shirts, jerseys, sweatshirts, socks, hats, jackets, and tracksuits bearing counterfeit and infringing trademarks in violation of Plaintiffs' rights;

2. There is good cause to believe that more counterfeit and infringing products bearing Plaintiffs' trademarks will appear in the marketplace, that consumers are likely to be misled, confused, and disappointed by the quality of these products, and that Plaintiffs may suffer loss of sales for their genuine products;

C. The balance of potential harm to Defendants in restraining their trade in counterfeit and infringing branded goods if a preliminary injunction is issued is far outweighed by the

potential harm to Plaintiffs, their reputation, and goodwill as a manufacturer and distributor of quality products, if such relief is not issued; and

D. The public interest favors issuance of the preliminary injunction in order to protect Plaintiffs' trademark interests and the public from being defrauded by the palming off of counterfeit products as genuine products of Plaintiffs.

E. Under 15 U.S.C. § 1117(a), Plaintiffs may be entitled to recover, as an equitable remedy, the illegal profits gained through Defendants' distribution and sales of footwear, sunglasses, sports balls, apparel, and sports and leisure wear, namely, shorts, shirts, jerseys, sweatshirts, socks, hats, jackets, and tracksuits bearing counterfeits and infringements of Plaintiffs' Marks. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) (quoting *Fuller Brush Prods. Co. v. Fuller Brush Co.*, 299 F.2d 772, 777 (7th Cir. 1962) ("An accounting of profits under § 1117(a) is not synonymous with an award of monetary damages: '[a]n accounting for profits . . . is an equitable remedy subject to the principles of equity.'")).

F. Requesting equitable relief "invokes the district court's inherent equitable powers to order preliminary relief, including an asset freeze, in order to assure the availability of permanent relief." *Levi Strauss & Co.*, 51 F.3d at 987 (citing *Federal Trade Commission v. United States Oil and Gas Corp.*, 748 F.2d 1431, 1433-34 (11th Cir. 1984)).

G. In light of the inherently deceptive nature of the counterfeiting business, and the likelihood that Defendants have violated federal trademark laws, Plaintiffs have good reason to believe that Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless those assets are restrained.

#### IV. CONCLUSION

For the foregoing reasons, it is

**ORDERED AND ADJUDGED** that Plaintiffs' Application for Preliminary Injunction [D.E. 5] is hereby **GRANTED** as follows:

(1) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order are hereby restrained and enjoined

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing Plaintiffs' Marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by Plaintiffs; and
- b. From secreting, concealing, destroying, selling off, transferring, or otherwise disposing of: (i) any products, not manufactured or distributed by Plaintiffs, bearing Plaintiffs' Marks, or any confusingly similar trademarks; or (ii) any evidence relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any products bearing Plaintiffs' Marks, or any confusingly similar trademarks.

(2) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue, until further Order of this Court, the use of Plaintiffs' Marks or any confusingly similar trademarks, on or in connection with all Internet websites, domain name, or businesses owned and operated, or controlled by them including the Internet websites operating under the Subject Domain Names;

(3) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue, until further Order of this Court, the use of Plaintiffs' Marks, or any confusingly similar trademarks within domain name extensions, metatags, or other markers within website source code, from use on any webpage (including as the title of any web page), any

advertising links to other websites, from search engines' databases or cache memory, and any other form of use of such terms which is visible to a computer user or serves to direct computer searches to websites registered by, owned, or operated by each Defendant, including the Internet websites operating under the Subject Domain Names;

(4) Each Defendant shall not transfer ownership of the Subject Domain Names during the pendency of this Action, or until further Order of the Court;

(5) The domain name Registrars for the Subject Domain Names are directed, to the extent not already done, to transfer to Plaintiffs' counsel, for deposit with this Court, domain name certificates for the Subject Domain Names;

(6) Upon Plaintiffs' request, the privacy protection service for any Subject Domain Names for which the Registrant uses such privacy protection service to conceal the Registrant's identity and contact information are ordered, to the extent not already done, to disclose to Plaintiffs the true identities and contact information of those Registrants;

(7) Plaintiffs may enter, and continue to enter, the Subject Domain Names into Google's Webmaster Tools and cancel any redirection of the domains that have been entered there by Defendants which redirect traffic to the counterfeit operations to a new domain name or website and thereby evade the provisions of this Order;

(8) Each Defendant shall preserve, and continue to preserve, copies of all their computer files relating to the use of any of the Subject Domain Names and shall take all steps necessary to retrieve computer files relating to the use of the Subject Domain Names that may have been deleted before the entry of this Order;

(9) Upon receipt of notice of this Order, PayPal, Inc. (“PayPal”)<sup>9</sup> and its related companies and affiliates shall, to the extent not already done, immediately freeze all funds, as opposed to ongoing account activity, in or which hereafter are transmitted into the PayPal accounts related to Defendants and associated e-mail addresses identified on Schedule “B” hereto and the following specific PayPal account recipients:

<b>PayPal Account</b>
<a href="mailto:joejidsr16@gmail.com">joejidsr16@gmail.com</a>
<a href="mailto:jinyannizuimei@hotmail.com">jinyannizuimei@hotmail.com</a>
<b>ARLLEXO LIMITED</b>
<a href="mailto:lindababber@yahoo.com">lindababber@yahoo.com</a>
<a href="mailto:snowewqoud@outlook.com">snowewqoud@outlook.com</a>
<a href="mailto:worldtrades2014@gmail.com">worldtrades2014@gmail.com</a>
<a href="mailto:paypalokpayment2654@yahoo.com">paypalokpayment2654@yahoo.com</a>
<a href="mailto:hin.yip@gmail.com">hin.yip@gmail.com</a>
<a href="mailto:cristiancamposer@yahoo.com">cristiancamposer@yahoo.com</a>
<a href="mailto:pay@beebond.com">pay@beebond.com</a>
<a href="mailto:allingsoong@hotmail.com">allingsoong@hotmail.com</a>
<a href="mailto:musyears1k@hotmail.com">musyears1k@hotmail.com</a>
<a href="mailto:lcyh2626@163.com">lcyh2626@163.com</a>
<a href="mailto:jinta-int@hotmail.com">jinta-int@hotmail.com</a>
<a href="mailto:michaelwindebanker@yahoo.com">michaelwindebanker@yahoo.com</a>
<a href="mailto:williamkinnaman@yahoo.com">williamkinnaman@yahoo.com</a>
<a href="mailto:xubo198701@gmail.com">xubo198701@gmail.com</a>
<a href="mailto:janespanich@hotmail.com">janespanich@hotmail.com</a>
<a href="mailto:stevensalcedos@yahoo.com">stevensalcedos@yahoo.com</a>
<a href="mailto:malljrerescomychaussure@gmail.com">malljrerescomychaussure@gmail.com</a>
<a href="mailto:ourbestsale@hotmail.com">ourbestsale@hotmail.com</a>
<a href="mailto:Damian4Cornick@hotmail.com">Damian4Cornick@hotmail.com</a>
<a href="mailto:didido89@gmail.com">didido89@gmail.com</a>
<a href="mailto:hebahetp9@hotmail.com">hebahetp9@hotmail.com</a>
<a href="mailto:ericaceballose@yahoo.com">ericaceballose@yahoo.com</a>
<a href="mailto:taraleonardi@yahoo.com">taraleonardi@yahoo.com</a>

as well as all funds in or which are transmitted into (i) any other related accounts of the same customer(s), (ii) any other accounts which transfer funds into the same financial institution

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<sup>9</sup> PayPal is licensed to do business in the State of Florida by the Florida Office of the Controller and is therefore subject to personal jurisdiction in this Court. See D.E. 5-5 at ¶ 10; D.E. 5-16.

account(s), and/or any of the other PayPal accounts subject to this Order; and (iii) any other PayPal accounts tied to or used by any of the Subject Domain Names identified on Schedule “A” hereto;

(10) Upon receipt of notice of this Order, PayPal and its related companies and affiliates shall, to the extent not already done, immediately freeze all funds, as opposed to ongoing account activity, in or which hereafter are transmitted into PayPal accounts linked to, associated with, or that transmit funds into Defendants’ identified bank accounts,<sup>10</sup> including but not limited to:

<b>Bank Name</b>	<b>Account Name</b>	<b>Account Number</b>
Bank of China	Jianshun Guo	**** *5 383
Bank of China	Yanghua Huang	**** *9 257
Bank of China	tianhui weng	**** *1 053
Bank Of China	Cai Yusang	*****9669
Bank of China	Yang Zhigang	*****9920
Bank of China	xingong yang	*****4247
Bank of China	lu shengjun	*****7574
Bank of China, Baiyun Golf Sub-Branch	Li Dongcai	***** *34 75
Bank of China, Guangzhou Tang Xia Sub-branch	Yao Wen Zou	*****4361
Bank of China, Guanzhou Huan	Wu HuiHui	**** *9 941
Bank of China, NanChang Branch	YiLan, Wu	*****3612
Bank of China, Putian Branch	XUESONG ZHAO	*****1764
Bank of China, Putian Branch	Jianping Wu	*****_*073-0
Bank of China, Putian Branch	Wenxian Shen	*****4662
Bank of China, Putian Branch	Jinchun Huang	**** *9 962 or **** *9 962
Bank of China, Putian Branch	GuoShan Huang	**** *8688

<sup>10</sup> The full account numbers identified herein have been redacted to avoid disclosure of private financial information, in compliance with Rule 5.2(a)(4), Fed. R. Civ. P.; however, the full account numbers are identified on Plaintiffs’ Notice of Filing Reference List, filed under seal, which shall be disclosed to PayPal to effectuate the relief ordered herein.



<b>Bank Name</b>	<b>Account Name</b>	<b>Account Number</b>
Bank of China, Putian Branch	Changhua LV	** **** *8 722
Bank of China, Putian Branch	yanzhen shen	**** *9 526
Bank of China, Putian Branch	Zhou Wenhua	*****_**898--8
Bank of China, Putian Branch	Wu Meizhu	****_**7-028
Bank of China, Putian Branch	Hai Yan LIN	**** *8 060
Bank of China, Putian Branch	Lin Yamei	*****1626
Bank of China, Putian Branch	Qiang Lin	*****5037
Bank of China, Putian Branch	Liu Guanyou	*****2344
Bank of China, Quanzhou Branch	ZhiMin Lin	*****9701
Bank of China, Quanzhou Branch	Lin Rui Zhen	*****2955
Bank Of China, Wan Guo Plaza SB-BRANCH	Pang Hai Wen	*****_**309-0
Bank of China, xiamen GaoKeJiYuan br.	Ke Shan Hong	*****2154
China Construction Bank Corporation	jialong Chen	**** *0 294
China Merchants Bank	Haiqin Zhang	*****6391
China Merchants Bank	jian fang	*****9985
HSBC Bank(China)	Yao Jing	*****3406
Industrial and Commercial Bank of China	Youwen Feng	*****7203
Industrial and Commercial Bank of China	Yanyi Feng	*****4784
Industrial and Commercial Bank of China, Dongdu Branch	Tenglong Kang	**** *5167

and any other related accounts of the same customers;

(11) PayPal shall also, to the extent not already done, immediately divert to a holding account for the trust of the Court all funds in all PayPal accounts related to the PayPal account recipients:

<b>PayPal Account</b>
<a href="mailto:joejidsr16@gmail.com">joejidsr16@gmail.com</a>
<a href="mailto:jinyannizuimei@hotmail.com">jinyannizuimei@hotmail.com</a>
ARLLEXO LIMITED
<a href="mailto:lindababber@yahoo.com">lindababber@yahoo.com</a>
<a href="mailto:snowewqoud@outlook.com">snowewqoud@outlook.com</a>
<a href="mailto:worldtrades2014@gmail.com">worldtrades2014@gmail.com</a>
<a href="mailto:paypalokpayment2654@yahoo.com">paypalokpayment2654@yahoo.com</a>
<a href="mailto:hin.yip@gmail.com">hin.yip@gmail.com</a>
<a href="mailto:cristiancamposer@yahoo.com">cristiancamposer@yahoo.com</a>
<a href="mailto:pay@beebond.com">pay@beebond.com</a>
<a href="mailto:allingsoong@hotmail.com">allingsoong@hotmail.com</a>
<a href="mailto:musyears1k@hotmail.com">musyears1k@hotmail.com</a>
<a href="mailto:leyh2626@163.com">leyh2626@163.com</a>
<a href="mailto:jinta-int@hotmail.com">jinta-int@hotmail.com</a>
<a href="mailto:michaelwindebanker@yahoo.com">michaelwindebanker@yahoo.com</a>
<a href="mailto:williamkinnaman@yahoo.com">williamkinnaman@yahoo.com</a>
<a href="mailto:xubo198701@gmail.com">xubo198701@gmail.com</a>
<a href="mailto:janespanich@hotmail.com">janespanich@hotmail.com</a>
<a href="mailto:stevensalcedos@yahoo.com">stevensalcedos@yahoo.com</a>
<a href="mailto:malljrescomychaussure@gmail.com">malljrescomychaussure@gmail.com</a>
<a href="mailto:ourbestsale@hotmail.com">ourbestsale@hotmail.com</a>
<a href="mailto:Damian4Cornick@hotmail.com">Damian4Cornick@hotmail.com</a>
<a href="mailto:didido89@gmail.com">didido89@gmail.com</a>
<a href="mailto:hebahetp9@hotmail.com">hebahetp9@hotmail.com</a>
<a href="mailto:ericaceballose@yahoo.com">ericaceballose@yahoo.com</a>
<a href="mailto:taraleonardi@yahoo.com">taraleonardi@yahoo.com</a>

and any other related accounts of the same customer(s), and/or all PayPal accounts linked to, associated with, or that transmit funds into Defendants' identified bank accounts, including but not limited to the following:

<b>Bank Name</b>	<b>Account Name</b>	<b>Account Number</b>
Bank of China	Jianshun Guo	**** *5 383
Bank of China	Yanghua Huang	**** *9 257
Bank of China	tianhui weng	**** *1 053
Bank Of China	Cai Yusang	*****9669
Bank of China	Yang Zhigang	*****9920

<b>Bank Name</b>	<b>Account Name</b>	<b>Account Number</b>
Bank of China	xingong yang	*****4247
Bank of China	lu shengjun	*****7574
Bank of China, Baiyun Golf Sub-Branch	Li Dongcai	***** *34 75
Bank of China, Guangzhou Tang Xia Sub-branch	Yao Wen Zou	*****4361
Bank of China, Guanzhou Huan	Wu HuiHui	**** *9 941
Bank of China, NanChang Branch	YiLan, Wu	*****3612
Bank of China, Putian Branch	Xuesong Zhao	*****1764
Bank of China, Putian Branch	Jianping Wu	*****_***_***073-0
Bank of China, Putian Branch	Wenxian Shen	*****4662
Bank of China, Putian Branch	Jinchun Huang	**** *9 962 or ***** *9 962
Bank of China, Putian Branch	GuoShan Huang	**** *8688
Bank of China, Putian Branch	Changhua LV	** *8 722
Bank of China, Putian Branch	yanzhen shen	**** *9 526
Bank of China, Putian Branch	Zhou Wenhua	*****_***_***898--8
Bank of China, Putian Branch	Wu Meizhu	****_***_***7-028
Bank of China, Putian Branch	Hai Yan LIN	**** *8 060
Bank of China, Putian Branch	Lin Yamei	*****1626
Bank of China, Putian Branch	Qiang Lin	*****5037
Bank of China, Putian Branch	Liu Guanyou	*****2344
Bank of China, Quanzhou Branch	ZhiMin Lin	*****9701
Bank of China, Quanzhou Branch	Lin Rui Zhen	*****2955
Bank Of China, Wan Guo Plaza SB-BRANCH	Pang Hai Wen	*****_***_***309-0
Bank of China, xiamen GaoKeJiYuan br.	Ke Shan Hong	*****2154
China Construction Bank Corporation	jialong Chen	**** *0 294
China Merchants Bank	Haiqin Zhang	*****6391
China Merchants Bank	jian fang	*****9985
HSBC Bank(China)	Yao Jing	*****3406
Industrial and Commercial Bank of China	Youwen Feng	*****7203

<b>Bank Name</b>	<b>Account Name</b>	<b>Account Number</b>
Industrial and Commercial Bank of China	Yanyi Feng	*****4784
Industrial and Commercial Bank of China, Dongdu Branch	Tenglong Kang	**** *5167

and any other related accounts of the same customers as well as any other accounts which transfer funds into the same financial institution account(s) as any of the other PayPal accounts subject to this Order;


(12) PayPal shall further, to the extent not already done, within five business days of receiving this Order, provide Plaintiffs’ counsel with all data that details (i) an accounting of the total funds frozen and identifies the PayPal account(s) to which the frozen funds are related, and (ii) the account transactions related to all funds transmitted into the PayPal account(s) that have been restrained. Such freezing of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners or the financial institutions until further order of this Court. PayPal shall receive and maintain this Order and its contents as confidential until further order of this Court. No funds restrained by this Order shall be transferred or surrendered by PayPal for any purpose (other than pursuant to a chargeback made pursuant to PayPal’s security interest in the funds) without the express authorization of this Court;

(13) This Preliminary Injunction shall apply to the Subject Domain Names, associated websites, and any other domain names and websites properly brought to the Court’s attention and verified by sworn affidavit, which verifies such new domain names are being used by the Defendants for the purpose of counterfeiting Plaintiffs’ Marks at issue in this action or unfairly competing with Plaintiffs on the World Wide Web;

(14) Pursuant to 15 U.S.C. § 1116(d)(5)(D), Plaintiffs shall maintain their previously posted bond in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), as payment of damages to which Defendants may be entitled for a wrongful injunction or restraint, during the pendency of this action, or until further Order of the Court. In the Court's discretion, the bond may be subject to increase should an application be made in the interest of justice;

(15) This Preliminary Injunction shall remain in effect during the pendency of this action, or until such further date as set by the Court or stipulated to by the parties.

**DONE AND ORDERED** in Fort Lauderdale, Florida, this 2nd day of October 2013.

—   
ROBIN S. ROSENBAUM  
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

**SCHEDULE "A"**  
**DEFENDANTS BY NUMBER AND SUBJECT DOMAIN NAMES**

<b>Defendant Number</b>	<b>Defendant / Subject Domain Name</b>
1	2013jeremyscottxadidas.com
2	11proboots.com
2	copascarpedacalcio.com
2	f10-adizerotrx.com
2	kobe8lakers.com
2	newadizeronii.com
2	predatorabsolado.com
2	predatorlzfootballboots.com
2	soccerkicksonfire.com
3	4footballshirts.com
4	adidasjeremyscottsaustralia.com
4	jeremyscottadidasaustralia.org
5	adidas-nike-jp.com
6	adidasoriginalssuperstar2.com
6	adidasuperstar2.com
7	adidasporschedesignbounce.com
7	chaussureadidasporschedesign.com
7	jeremyscottoriginals.com
8	adidasneaker.org
9	adidaswings4sales.com
10	all-wholesaler.com
11	billige-nike-fussballschuhe.com
11	fussball-schuhe.org
12	billigereeboksko.com
12	reebokprecios.com
12	reeboktilbud.com
14	brownsneaks.com
14	rainbowsneaks.com
15	buyjerseys.us
15	jerseyssupply.us
15	nikenfl2013.us
15	onlyjerseys.us
15	salejerseysbar.com
15	shoppingwholesalenfl.com
16	canada-jerseys.com
17	chaussuresadidasjeremyscott.com
18	cheapjerseys88.com
18	nfljerseysstock.com
19	cheapnbajerseywholesale.com

20	cheapnba-mart.com
21	clothingwholesaletrade.com
22	cr7soccersales.com
23	danmarkreebok.com
24	dnike.com
25	easytunereebok.com
26	exportroad.com
26	nicepaypal.com
27	fineworkshops.com
28	goemwholesaler.com
29	jeremyscottadidascollection.com
29	jeremyscottadidasxoriginals.us
30	jerseybuy365.com
31	jerseysfreetax.com
32	jerseysshoppe.com
32	wholesalejerseycenter.com
33	kevinshoes.com
34	mercurialsuperfly8.com
34	messishoes2013.com
35	nikeairmaxdeals4u.com
36	nikeairmaxtnsko.com
37	nikevipjerseys.com
39	ralphlaureus.com
40	shirtforsoccer.com
40	soccershirtsupplier.com
41	shopcheapnhljerseys.com
41	wholesalejerseys4u.us
42	skoronline.org
43	sneakersaleclub.net
43	sneakersalesclub.com
44	soccerbootoutlet.com
45	soccerjerseys1store.com
46	soccer-wholesale.com
47	sparta7.com
48	sportjerseysfactory.com
48	teamjerseysfactory.com
49	styleaaa.com
50	thisjerseysb.com
51	uniformfootball.com
52	wholesalebrand.org
53	wholesale-soccerjersey.com
54	wholesale-soccer-jersey168.com

**SCHEDULE "B"**  
**DEFENDANT PARTNERSHIPS OR UNINCORPORATED ASSOCIATIONS**  
**BY SUBJECT DOMAIN NAMES AND ASSOCIATED E-MAIL ADDRESSES**

<b>Defendant Number</b>	<b>Defendant/ Subject Domain Name</b>	<b>Email Address(es)</b>
1	2013jeremyscottxadidas.com	jeremyscottsneakers@hotmail.com 447432713@qq.com
2	11proboots.com	daydaypaint@gmail.com puyingtian31@hotmail.com
2	copascarpedacalcio.com	tradetosale@hotmail.com jh8huang@hotmail.com
2	f10-adizerotrx.com	daydaypaint@gmail.com puyingtian31@hotmail.com tradetosale@hotmail.com
2	kobe8lakers.com	tradetosale@hotmail.com yujijie28@hotmail.com
2	newadizeroiiii.com	jh10trade@hotmail.com
2	predatorabsolado.com	daydaypaint@gmail.com kahaunying30@hotmail.com tradetosale@hotmail.com
2	predatorlzfootballboots.com	ejhost29@hotmail.com
2	soccerkicksonfire.com	daydaypaint@gmail.com puyingtian31@hotmail.com tradetosale@hotmail.com
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