

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

Case No. 13-62514-Civ-SCOLA

MYCOSKIE, LLC,

Plaintiff,

vs.

AUTHENTICTOMSSHOES.COM, *et al.*,

Defendants.

Order Granting *Ex Parte* Temporary Restraining Order *Ex Parte*

THIS MATTER is before the Court on Plaintiff's *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets Tied to the Counterfeiting Operation (the "*Ex Parte* Application"). Plaintiff, Mycoskie, LLC ("Mycoskie" or "Plaintiff") moves *ex parte*, for entry of a temporary restraining order against Defendants, the Partnerships and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants"), pursuant to 15 U.S.C. § 1116 and Fed. R. Civ. P. 65, for alleged violations of the Lanham Act, 15 U.S.C. §§ 1114, and 1125(a). The Court has carefully reviewed the *Ex Parte* Application, the pertinent portions of the Record, and is otherwise fully advised in the premises.

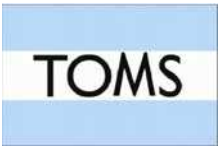
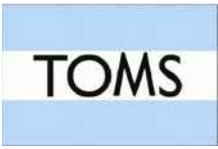
By the instant Application, Plaintiff, Mycoskie, LLC ("Mycoskie" or "Plaintiff") moves *ex parte*, for entry of a temporary restraining order against Defendants, the Partnerships and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants") and an order restraining the financial accounts used by Defendants, pursuant to 15 U.S.C. § 1116 and Fed. R. Civ. P. 65.

I. FACTUAL BACKGROUND¹

Plaintiff manufactures, promotes, distributes, and sells in interstate commerce, including within this judicial district, goods under multiple federally registered trademarks (*See* Declaration of Jessica Murray in Support of Plaintiff's *Ex Parte* Application ["Murray Decl."] ¶ 4.),

¹ The factual background is taken from Plaintiff's Complaint, Application for Temporary Restraining Order, and supporting evidentiary submissions.

Plaintiff is the owner, and TOMS Shoes Inc., is the exclusive licensee of the following trademarks on the Principal Register of the United States Patent and Trademark Office (collectively the “TOMS Marks”):

Trademark	Registration Number	Registration Date	Class / Goods
TOMS	3,353,902	Dec. 11, 2007	IC 025 – Canvas shoes, shoes
TOMS	3,566,093	Jan. 20, 2009	IC 025 – Clothing, namely, canvas shoes, shoes, caps, shirts, t-shirts, and hats
	3,765,503	Mar. 23, 2010	IC 025 – Baseball caps; caps; hats; canvas shoes; footwear for men and women; shoes; and shirts
LOVE IS THE NEW BLACK	3,935,329	Mar. 22, 2011	IC 025 – Clothing, namely, shoes
ONE FOR ONE	4,170,419	July 10, 2012	IC 009 – Sunglasses and cases for sunglasses
TOMS	4,192,925	Aug. 21, 2012	IC 009 – Sunglasses and cases for sunglasses
ONE FOR ONE	4,204,485	Sep. 11, 2012	IC 025 – Clothing, namely, hats, sweatshirts, hooded sweatshirts, t-shirts and shoes
ONE FOR ONE	4,208,986	Sep. 18, 2012	IC 035 – Retail store services and on-line retail store services in the field of footwear, apparel, eyewear, jewelry, books, journals, and gift packs consisting of DVDS and posters
	4,274,178	Jan. 15, 2013	IC 035 – Retail store services and on-line retail store services in the field of footwear, apparel, eyewear, jewelry, books, journals, and gift packs consisting of DVDS and posters

TOMS	4,313,981	Apr. 2, 2013	IC 009 – Eyewear, namely sunglasses, eyeglasses and ophthalmic frames
TOMS	4,410,344	Oct. 1, 2013	IC 035 – On-line retail store services featuring footwear, apparel, eyewear, jewelry, books, journals and gift packs consisting of DVDS and posters; Retail store services featuring footwear, apparel, eyewear, jewelry, books, journals, and gift packs consisting of DVDS and Posters

The TOMS Marks are used in connection with the manufacture and distribution of goods in the categories identified above. (See Murray Decl. ¶ 4; see also Certificates of Registrations for the Chanel Marks attached as Composite Exhibit A to the Murray Decl.)

Defendants, through the fully interactive, commercial Internet websites and/or commercial Internet iOffer auction stores operating under their partnership and unincorporated association names identified on Schedule “A” hereto (collectively the “Subject Domain Names and iOffer Auction Stores”), have advertised, promoted, offered for sale, or sold, at least, canvas shoes, footwear, and sunglasses bearing what Plaintiff has determined to be counterfeits, infringements, reproductions, or colorable imitations of the TOMS Marks. (See Murray Decl. ¶¶ 10-14; see also relevant web pages from Defendants’ Internet websites and iOffer auction stores operating under the Subject Domain Names and iOffer Auction Stores [“Defendants’ Websites and iOffer Auction Stores”] attached as Composite Exhibit A to the Declaration of Stephen M. Gaffigan in Support of Plaintiff’s *Ex Parte* Application [“Gaffigan Decl.”].)

Although each Defendant may not copy and infringe each TOMS Mark for each category of goods protected, Plaintiff has submitted sufficient evidence showing each Defendant has infringed, at least, one or more of the TOMS Marks. (See Murray Decl. ¶¶ 10, 12-14.) Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, and/or colorable imitations of the TOMS Marks. (See Murray Decl. ¶ 9.)

Plaintiff retained AED Investigations, Inc., a licensed private investigative firm, to investigate the promotion and sale of counterfeit and infringing TOMS

branded products by Defendants and to determine Defendants’ payee data for the receipt of funds for the sale of counterfeit TOMS branded merchandise through the Subject Domain Names and iOffer Auction Stores. (See Declaration of Eric Rosaler in Support of Plaintiff’s *Ex Parte* Application [“Rosaler Decl.”] ¶ 3; Murray Decl. ¶ 11; Gaffigan Decl. ¶ 4.)

Eric Rosaler (“Rosaler”), an officer of AED Investigations, Inc., accessed the Internet websites operating under the Subject Domain Names identified in the table below, and went through the purchasing process² for various products, most of which bore counterfeits of, at least, one of the TOMS Marks at issue in this action. (Rosaler Decl. ¶ 5 and Composite Exhibit A thereto.) Following submission of his orders, Rosaler received information for finalizing payment for each of the items ordered via PayPal and/or bank transfer to Defendants’ respective PayPal and/or bank accounts,³ as follows:

Domain Name	Payment Type	Account Information
authenticomsshoes.com cheapesttoms.net tomscoupon.us tomsshoessingapore.com crochettoms.com tomscheap.com tomscheap.net tomsshoessale.net wholesale-toms.com cheaptoms.net cheaptomsshoes.ca toms-outlet.us tomssale.us tomsshoesonlineoutlet.com	Bank Transfer	Bank Name: Bank of China Bank Account Number: **** *7 547 Swift Code: BKCHCNBJ910
cheaptomsonlinestore.com usatoms.com	Bank Transfer	Bank Name: Bank Of China Bank Account Number: *****6045 Swift Code: BKCHCNBJ73C

² Rosaler intentionally did not finalize his purchases via the Internet websites so as to avoid contributing additional funds to the Defendants’ coffers. (See Gaffigan Decl. ¶ 4.)

³ The full account numbers of all financial institution accounts identified herein have been redacted to avoid disclosure of private financial information, in compliance with Fed. R. Civ. P. 5.2(a)(4).

Domain Name	Payment Type	Account Information
kdcavasshoes.com topfanshoes.com	Bank Transfer	Bank Name: Qianjie Savings Office, Bank Of China HanJiang Sub-branch Bank Account Number: **** *9 979 Swift Code: BKCHCNBJ720
dere.com skykat.com	Bank Transfer	Bank Name: China Merchants Bank, H. O. Shenzhen, China Bank Account Number: *****6082 Swift Code: CMBCCNBS
tomsskorbilligt.com buycheptomsonline.com	Bank Transfer	Bank Name: Bank of China Bank Account Number: ** **** *8 722 Swift Code: BKCHCNBJ73C
tomsschuhedeutschland.com	Bank Transfer	Bank Name: Bank of China Putian Branch Bank Account Number: **** *0 657 Swift Code: BKCHCNBJ73C

Domain Name	Payment Type	Account Information
toms-shoe.com	Bank Transfer	Bank Name: Bank Of China Bank Account Number: **** *8 399 Swift Code: BKCHCNBJ73C
tomsshoessale-outlet.net	Bank Transfer	Bank Name: Bank Of China Putian Branch Bank Account Number: ***** *4424 Swift Code: BKCHCNBJ73C
tomsshoesale.biz	Bank Transfer	Bank Name: Bank Of China Putian Branch Bank Account : ***** **6742 Swift Code: BKCHCNBJ73C
tomsshoesstore.com	Bank Transfer	Bank Name: Bank of China, Putian Branch Bank Account Number: ***** 6561 Swift Code: BKCHCNBJ73C
u-pu.com	Bank Transfer	Bank Name: Industrial and Commercial Bank of China (GUANGDONG PROVINCIAL BRANCH) Bank Account Number: *****4760 Swift Code: ICBKCNBJGDG

Domain Name	Payment Type	Account Information
tomsshoesaustralia.org	Bank Transfer	Bank Name: Bank of China Putian Branch Bank Account Number: **** *9 962 or ***** **** *9 962 Swift Code: BKCHCNBJ73C
discounttoms.net	Bank Transfer	Bank Name: Bank of China Putian Branch, Fujian province, China Bank Account Number: *****5523 Swift Code: BKCHCNBJ73C
cheaptoms-shoes.net	PayPal	cail1987@126.com
tomsshoes-cheap.net	PayPal	284407026@qq.com
norgemall.com	PayPal	linzhihua1@hotmail.com
kdcavasshoes.com	PayPal	paypalgoodko893@yahoo.com
tomshoesforsale.com	PayPal	payment@dereos.com
dereo.com	PayPal	payment@dereos.com
instockshoes.com	PayPal	beddingretailer@hotmail.com
23shopping7.com	PayPal	baolai2028@163.com
skykat.com	PayPal	payment@skilat.com

(See Rosaler Decl. ¶ 4 and Composite Exhibit A thereto.)

Furthermore, Rosaler accessed the commercial Internet iOffer auction stores operating under the seller ID names identified in the table below, and went through the purchasing process for various products, all of which bore counterfeits of, at least, one of the TOMS Marks at issue in this action. (See Rosaler Decl. ¶ 5 and Composite Exhibit B thereto.) Following submission of his orders, Rosaler received information for finalizing payment for each of the various products ordered via PayPal to Defendants' respective PayPal accounts as follows:

iOffer Username	PayPal Account
2012hotproducts	tiantianyouxi0923@126.com
chengxin9999	shishan1980@outlook.com
fendou6677	nengliang0709@163.com
fengshen518a8	meilixinqing12256@yeah.net
fitnessboy	mengqian5220@163.com
futemongdiou	pthfnv5eg@163.com

iOffer Username	PayPal Account
gntx4rtc998	yfsxwrl4582@outlook.com
gongxifacai51888	gqjdd888@163.com
guge163com	hueer8899@163.com
headphone2013	yuan97421@126.com
hhhfeihuang	jinpai111@outlook.com
hueiyi111888	lixiaoying3366@163.com
huohuo889	xvghk4b3@126.com
jasmine3006	sayu9000@126.com
jiunaiayouyige	benchi2014@163.com
joyzen0725	meihaotian0920@163.com
juanjuan7897	dianzi131413@126.com
lvshui777	lianhua778@163.com
mon2013store	jiankangshifu2013@hotmail.com
muffler888	zhaozhaohu090@163.com
shoes006	tianxia2s2@163.com
tkirk1701	poiuytwertymnbvc@hotmail.com
tomszhuanshou	baoma2014baoma@163.com
wonderdb	shangwuyouxi125@163.com
woshinimmbaical	aifanxiao@163.com
wwcc	nanshou0920@163.com
www19888	aixiangyi58sheng@126.com
xiandaiex35	rwesfdcvzbv89@126.com
xxxxoooo	hnokmrg@163.com
yihanke2013	linyuhuating1@163.com
zhaozhe2013110	xingfu2013822@163.com

(See Rosaler Decl. ¶ 5 and Composite Exhibit B thereto.)

Plaintiff's representative reviewed and visually inspected Defendants' Subject Domain Names and the iOffer Auction Stores, as well as pictures of items bearing the TOMS Marks offered for sale via the Internet websites and iOffer auction stores operating under the Subject Domain Names and iOffer Auction Stores, and determined the products were not genuine TOMS products. (See Murray Decl. ¶¶ 14-16.)

II. LEGAL STANDARD

In order to obtain a temporary restraining order, 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) (applying the test to a preliminary injunction in a Lanham Act case). Additionally, a court may only issue a temporary restraining order without notice to the adverse party or its attorney if:

(A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition [and] (B) the movant’s attorney certifies in writing any efforts made to give notice and the reasons why it should not be required.

FED. R. CIV. P. 65(b). *Ex parte* temporary restraining orders “should be restricted to serving their underlying purpose of preserving the status quo and preventing irreparable harm just so long as is necessary to hold a hearing and no longer.” *Granny Goose Foods, Inc. v. Brotherhood of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cnty, etc.*, 415 U.S. 423, 439 (1974).

III. ANALYSIS

The declarations Plaintiff submitted in support of its *Ex Parte* Application support the following conclusions of law:

A. Plaintiff has a very strong probability of proving at trial that consumers are likely to be confused by Defendants’ advertisement, promotion, sale, offer for sale, or distribution of canvas shoes, footwear, and sunglasses bearing counterfeits, reproductions, or colorable imitations of the TOMS Marks, and that the products Defendants are selling and promoting are copies of Plaintiff’s products that bear copies of the TOMS Marks on canvas shoes, footwear, and sunglasses.

B. Because of the infringement of TOMS Marks, Plaintiff is likely to suffer immediate and irreparable injury if a temporary restraining order is not granted. It clearly appears from the following specific facts, as set forth in Plaintiff’s Complaint, *Ex Parte* Application, and accompanying declarations on file, that immediate and irreparable loss, damage, and injury will result to Plaintiff and to consumers before Defendants can be heard in opposition unless Plaintiff’s request for *ex parte* relief is granted:

1. Defendants own or control Internet websites, Internet iOffer Auction Stores, domain names, or businesses that advertise, promote, offer for sale, or sell, at least canvas shoes, footwear, and sunglasses bearing counterfeit and infringing trademarks in violation of Plaintiff’s rights;

2. There is good cause to believe that more counterfeit and infringing products bearing Plaintiff’s trademarks will appear in the marketplace; that consumers are likely to be misled, confused, and

disappointed by the quality of these products; and that Plaintiff may suffer loss of sales for its genuine products;

3. There is good cause to believe that if Plaintiff proceeds on notice to Defendants on this *Ex Parte* Application, Defendants can easily and quickly transfer the registrations for many of the domain names at issue in this action, or modify registration data and content, change hosts, and redirect traffic to other websites, thereby thwarting Plaintiff's ability to obtain meaningful relief;

C. The balance of potential harm to Defendants in restraining their trade in counterfeit and infringing branded goods if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, its 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 temporary restraining order in order to protect Plaintiff's trademark interests and the public from being defrauded by the palming off of counterfeit products as genuine products of Plaintiff.

E. Under 15 U.S.C. § 1117(a), Plaintiff may be entitled to recover, as an equitable remedy, the illegal profits gained through Defendants' distribution and sales of canvas shoes, footwear, and sunglasses bearing counterfeits and infringements of the TOMS Marks. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) (quoting *Fuller Brush Products 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. v. Sunrise Int'l Trading Inc.*, 51 F.3d 982, 987 (11th Cir. 1995) (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, Plaintiff has good reason to believe 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 Plaintiff's *Ex Parte* Application 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 temporarily restrained:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing the TOMS Marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by Plaintiff; and
- b. From secreting, concealing, destroying, selling off, transferring, or otherwise disposing of: (i) any products, not manufactured or distributed by Plaintiff, bearing the TOMS 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 the TOMS 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 the use of the TOMS Marks or any confusingly similar trademarks, on or in connection with all Internet websites, domain name, and/or iOffer auction store businesses owned and operated, or controlled by them including the Internet websites and iOffer auction stores operating under the Subject Domain Names and iOffer Auction Stores;

(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 the use of the TOMS 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), from 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 domain names used and controlled by Defendants 1-63 (collectively 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 transfer to Plaintiff's counsel, for deposit with this Court, domain name certificates for the Subject Domain Names;

(6) The domain name Registrars for the Infringing Subject Domain Names, as identified hereto on Schedule "C," shall immediately assist in changing the Registrar of record for the Infringing Subject Domain Names, excepting any such domain names which such Registrars have been notified in writing by Plaintiff have been or will be dismissed from this action, to a holding account with a Registrar of Plaintiff's choosing (the "New Registrar"). To the extent the Registrars do not assist in changing the Registrars of Record for the domains under their respective control within one (1) business day of receipt of this Order and instructions on the change of the Registrars of Record, the top-level domain (TLD) Registries (or their administrators) for the Infringing Subject Domain Names, within five (5) business days of receipt of this Order, shall, change or assist in changing, the Registrar of record for the Infringing Subject Domain Names, excepting any such domain names which such Registries have been notified in writing by Plaintiff have been or will be dismissed from this action, to a holding account with the New Registrar. As a matter of law, this Order shall no longer apply to any Defendant or associated domain name dismissed from this action. Upon the change of the Registrar of record for the Infringing Subject Domain Names, the New Registrar will maintain access to the Infringing Subject Domain Names in trust for the Court during the pendency of this action. Additionally, the New Registrar shall immediately institute a temporary 302 domain name redirection which will automatically redirect any visitor to the Infringing Subject Domain Names to the following Uniform Resource Locator ("URL") <http://servingnotice.com/TOMSpp1/index.html> whereon copies of the Complaint and all other documents on file in this action are displayed. Alternatively, the New Registrar may update the Domain Name System ("DNS") data it maintains for the Infringing Subject Domain Names, which link the domain names to the IP addresses where their associated websites are hosted, to NS1.MEDIATEMPLE.NET and NS2.MEDIATEMPLE.NET, which will cause the domain names to resolve to the website where copies of the Complaint, Temporary Restraining Order, and all other documents on file in this action are displayed. After the New Registrar has effected this change, the Infringing Subject Domain Names shall be placed on Lock status, preventing the modification or deletion of the domains by the New Registrar or Defendants

(7) Upon Plaintiff's request, the privacy protection service for any Subject Domain Name for which the Registrant uses such privacy protection service to conceal the Registrant's identity and contact information are ordered to disclose to Plaintiff the true identities and contact information of those Registrants;

(8) Plaintiff may 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;

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

(10) Upon receipt of notice of this Order, PayPal, Inc. ("PayPal")⁴ and its related companies and affiliates shall immediately freeze all funds, as opposed to ongoing account activity, in or which hereafter are transmitted into the PayPal accounts related to the Defendants and associated e-mail addresses identified on Schedule "B" hereto and the following specific PayPal account recipients:

PayPal Account
284407026@qq.com
aifanxiao@163.com
aixiangyi58sheng@126.com
baolai2028@163.com
baoma2014baoma@163.com
beddingretailer@hotmail.com
benchi2014@163.com
caill1987@126.com
dianzi131413@126.com
gqjdd888@163.com
hnokmrg@163.com
hueer8899@163.com
jiankangshifu2013@hotmail.com
jinpai111@outlook.com

⁴ 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 Gaffigan Decl. ¶ 9 and Exhibit D attached thereto.)

PayPal Account
lianhua778@163.com
linyuhuating1@163.com
linzhihua1@hotmail.com
lixiaoying3366@163.com
meihaotian0920@163.com
meilixinqing12256@yeah.net
mengqian5220@163.com
nanshou0920@163.com
nengliang0709@163.com
payment@dereos.com
payment@skilat.com
paypalgoodko893@yahoo.com
poiuytwertymnbvc@hotmail.com
pthfnv5eg@163.com
rwesfdcvzbv89@126.com
sayu9000@126.com
shangwuyouxi125@163.com
shishan1980@outlook.com
tiantianyouxi0923@126.com
tianxia2s2@163.com
xingfu2013822@163.com
xvghk4b3@126.com
yfsxwrl4582@outlook.com
yuan97421@126.com
zhaozhaohu090@163.com

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 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 and iOffer Auction Stores identified on Schedule “A” hereto;

(11) Upon receipt of notice of this Order, PayPal and its related companies and affiliates shall 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,⁵ including but not limited to:

Bank Name	Beneficiary Name	Account Number	Swift Code
Bank of China	Feng Qiaolin	**** *7 547	BKCHCNBJ910
Bank of China		*****6045	BKCHCNBJ73C
Bank Of China HanJiang Sub-branch(45583),PuTian Branch	Fan Hai Yang	**** *9 979	BKCHCNBJ720
China Merchants Bank, H. O. Shenzhen,China	Song Qian Bo	*****6082	CMBCCNBS
Bank of China Putian Branch	CHANGHUA LV	** *8 722	BKCHCNBJ73C
Bank of China Putian Branch	Liu Jianhan	***** *4424	BKCHCNBJ73C
Bank of China	Mingwang Xu	**** *8 399	BKCHCNBJ73C
Bank of China Putian Branch	lin quanfan	*****5523	BKCHCNBJ73C
Bank of China Putian Branch	FANGKUN YU	**** *6742	BKCHCNBJ73C
Bank of China Putian Branch	JINCHUN HUANG	**** *9 962 or *9 **** *9 962	BKCHCNBJ73C
Bank of China Putian Branch	Rongjiao Zhang	**** *0 657	BKCHCNBJ73C
Bank of China Putian Branch	Chen Guosen	***** 6561	BKCHCNBJ73C

⁵ The full account numbers identified herein have been redacted to avoid disclosure of private financial information, in compliance with Fed. R. Civ. P. 5.2(a)(4); however, the full account numbers are identified on Plaintiff's Notice of Filing Reference List, filed under seal, which shall be disclosed to PayPal to effectuate the relief ordered herein.

Bank Name	Beneficiary Name	Account Number	Swift Code
Industrial and Commercial Bank of China (GUANGDONG PROVINCIAL BRANCH)	Xie Yan	*****4760	ICBKCNBJGDG

and any other related accounts of the same customers;

(12) PayPal shall also immediately divert to a holding account for the trust of the Court all funds in all PayPal accounts related to the PayPal account recipients:

PayPal Account
284407026@qq.com
aifanxiao@163.com
aixiangyi58sheng@126.com
baolai2028@163.com
baoma2014baoma@163.com
beddingretailer@hotmail.com
benchi2014@163.com
caill1987@126.com
dianzi131413@126.com
gqjdd888@163.com
hnokmrg@163.com
hueer8899@163.com
jiankangshifu2013@hotmail.com
jinpai111@outlook.com
lianhua778@163.com
linyuhuating1@163.com
linzhihua1@hotmail.com
lixiaoying3366@163.com
meihaotian0920@163.com
meilixinqing12256@yeah.net
mengqian5220@163.com
nanshou0920@163.com
nengliang0709@163.com
payment@dereos.com
payment@skilat.com
paypalgoodko893@yahoo.com

PayPal Account
poiuytwertymnbvc@hotmail.com
pthfnv5eg@163.com
rwesfdcvzvbv89@126.com
sayu9000@126.com
shangwuyouxi125@163.com
shishan1980@outlook.com
tiantianyouxi0923@126.com
tianxia2s2@163.com
xingfu2013822@163.com
xvghk4b3@126.com
yfsxwrl4582@outlook.com
yuan97421@126.com
zhaozhaohu090@163.com

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:

Bank Name	Beneficiary Name	Account Number	Swift Code
Bank of China	Feng Qiaolin	**** *7 547	BKCHCNBJ910
Bank of China		*****6045	BKCHCNBJ73C
Bank Of China HanJiang Sub-branch(45583),PuTian Branch	Fan Hai Yang	**** *9 979	BKCHCNBJ720
China Merchants Bank, H. O. Shenzhen,China	Song Qian Bo	*****6082	CMBCCNBS
Bank of China Putian Branch	CHANGHUA LV	** *8 722	BKCHCNBJ73C
Bank of China Putian Branch	Liu Jianhan	***** *4424	BKCHCNBJ73C
Bank of China	Mingwang Xu	**** *8 399	BKCHCNBJ73C
Bank of China Putian Branch	lin quanfan	*****5523	BKCHCNBJ73C

Bank Name	Beneficiary Name	Account Number	Swift Code
Bank of China Putian Branch	FANGKUN YU	***** **6742	BKCHCNBJ73C
Bank of China Putian Branch	JINCHUN HUANG	**** 962 or ***** **** **9 962	BKCHCNBJ73C
Bank of China Putian Branch	Rongjiao Zhang	**** 657	BKCHCNBJ73C
Bank of China Putian Branch	Chen Guosen	***** 6561	BKCHCNBJ73C
Industrial and Commercial Bank of China (GUANGDONG PROVINCIAL BRANCH)	Xie Yan	*****4760	ICBKCNBJGDG

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;

(13) PayPal shall further, within five business days of receiving this Order, provide Plaintiff's counsel with all data which details (i) an accounting of the total funds frozen and identifies the PayPal account(s) which the frozen funds are related to, and (ii) the account transactions related to all funds transmitted into the PayPal account(s) which 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;

(14) This Temporary Restraining Order shall remain in effect until the date for the hearing on the Motion for Preliminary Injunction set forth below, or until such further dates as set by the Court or stipulated to by the parties;

(15) Pursuant to 15 U.S.C. § 1116(d)(5)(D)) and Fed. R. Civ. P. 65(c), Plaintiff shall post a 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 the amount of the funds seized exceed \$10,000.00. Plaintiff shall post the bond prior to requesting the Registry to change the registrar of record for the Infringing Subject Domain Names;

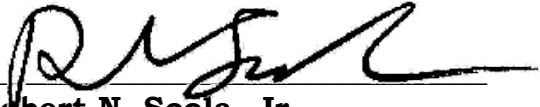
(16) A hearing is set before this Court in the United States Courthouse located at 400 North Miami Avenue, Miami, Florida, 33128, Courtroom 12-3, on **December 19, 2013, at 8:30 a.m.**, or at such other time that this Court deems appropriate, at which time Defendants and/or any other affected persons may challenge the appropriateness of this Order and move to dissolve the same and at which time the Court will hear argument on Plaintiff's requested preliminary injunction;

(17) After Plaintiff's counsel has received confirmation from PayPal regarding funds frozen as directed herein, Plaintiff shall serve a copy of the Complaint, the Application for Temporary Restraining Order, this Order, and all other pleadings and documents on file in this action on each Defendant via the corresponding e-mail addresses provided by Defendants (i) as part of the domain registration data for each of their respective domain names, or (ii) on their Internet websites, and the customer service e-mail addresses used to communicate with Plaintiff's investigator, all of which are identified on Schedule "B" hereto, or (iii) on each Defendant via the online submission forms provided on the Internet websites and iOffer auction stores operating under their respective Subject Domain Names and iOffer Auction Stores, and provide a copy of the Order by e-mail to the registrar of record for each of their respective domain names or by other means reasonably calculated to give notice which is permitted by the Court. In addition, Plaintiff shall post a copy of the Complaint, the Ex Parte Application for TRO, and this Order, as well as all other documents filed in this action on the website located at <http://servingnotice.com/TOMSpp1/index.html>, within forty-eight (48) hours of control of the Infringing Subject Domain Names being changed to the Court via the New Registrar's holding account, and such notice so given shall be deemed good and sufficient service thereof. Plaintiff shall continue to provide notice of these proceedings and copies of the documents on file in this matter to Defendants by regularly updating the website located at <http://servingnotice.com/TOMSpp1/index.html> or by other means reasonably calculated to give notice which is permitted by the Court;

(18) Any response or opposition to Plaintiff's Motion for Preliminary Injunction must be filed and served on Plaintiff's counsel by **December 17, 2013**, and filed with the Court, along with Proof of Service. Plaintiff shall file any Reply Memorandum on or before **December 18, 2013 at 2:00 p.m.** The above dates may be revised upon stipulation by all parties and approval of this

Court. Defendants are hereby on notice that failure to appear at the hearing may result in the imposition of a preliminary injunction against them pursuant to 15 U.S.C. § 1116(d), Fed. R. Civ. P. 65, and this Court's inherent authority.

Done and Ordered in chambers, at Miami, Florida, on December 2, 2013 at 3:00 p.m.



Robert N. Scola, Jr.
United States District Judge

SCHEDULE A
DEFENDANTS BY NUMBER AND
SUBJECT DOMAIN NAMES AND iOFFER AUCTION STORES

Defendant Number	Defendant / Subject Domain Name and iOffer Auction Stores
1	authentictomsshoes.com
1	cheapesttoms.net
1	cheaptoms.net
1	cheaptomsshoes.ca
1	crochettoms.com
1	tomscheap.net
1	tomscoupon.us
1	toms-outlet.us
1	tomssale.us
1	tomsshoesonlineoutlet.com
1	tomsshoessale.net
1	tomsshoessingapore.com
1	wholesale-toms.com
1	toms-wholesale.com
1	tomscheap.com
2	cheaptomsonlinestore.com
2	usatoms.com
2	tomsusashop.com
2	tomsonlinefactory.com
2	tomsoutletonlinefactory.com
2	tomsshoesonlinefactory.com
2	cheaptomsonlinefactory.com
2	tomsdiscountonline.com
2	tomsonlinediscount.com
3	kdcavasshoes.com
3	canvasshoessale.com
3	topfanshoes.com
4	skykat.com
4	dereo.com
5	tomsskorbilligt.com
5	buycheaptomsonline.com
6	cheaptoms-shoes.net
6	tomsshoes-cheap.net

Defendant Number	Defendant / Subject Domain Name and iOffer Auction Stores
7	toms--online.com
7	toms--outlet.com
7	tomsshoesoutlets.com
8	tomscanada2013.com
8	tomscanadaoutlet.net
8	tomsoutletcanada2013.com
8	tomsshoescanadasale.net
9	tomsoutletfactory.com
9	tomsoutletfactory.net
9	tomsoutletauthentic.net
9	tomsoutletonlinesale.net
9	tomsoutletsale.net
9	tomsoutletest.com
9	tomsoutletvip.com
9	cheaptomsshoe.biz
9	tomsoutletcheap.net
9	cheaptomsshoes2013.net
9	cheaptomsshoes2014.com
9	tomsclearance.net
9	tomsforcheap.net
9	tomsoutlet2013.com
9	tomsoutletonlinestore.com
9	tomsoutletstore2013.net
9	tomsshoeoutlet.net
9	tomsshoesale2013.net
10	officialtomsshoescenters.com
10	classictoms.com
10	usatoms.net
11	picktomsshoes.com
11	tomsshoesoutlet.net
12	newtomsshoesonline.com
12	tomsshoeshere.com
13	tomsshoesale-outlet.net
14	23shopping7.com
15	norgemall.com
15	toms-sko.com

Defendant Number	Defendant / Subject Domain Name and iOffer Auction Stores
16	discounttoms.net
16	tomsshoesclearance.org
17	tomsshoesaustralia.org
18	tomsschuhedeutschland.com
19	instockshoes.com
20	u-pu.com
21	toms-shoe.com
22	tomsshoesstore.com
23	tomsshoesale.biz
24	tomshoesforsale.com
24	cheaptomsaleonline.com
25	cheapesttomsshoesale.com
26	tomsdf.com
27	tomsoutletshoesus.com
28	tomsusaonline.com
29	tomsshoescheapshops.com
30	tomsshoes-51.com
31	tomsoutletshoesale.com
31	tomsoutletshoesave.com
32	cheaptomsshoes.net
33	tomsoutlet2u.com
34	tomsusoutlet.net
35	tomsoutletaustralia.net
36	salestomsoutlet.com
37	cheaptomsoutletshoesales.com
38	tomssforcheap.com
39	buy-tomshoes.com
40	1tomsoutlet.com
41	tomsshoesshopping.com
41	toms-shoes-outlets-onlines.com
41	tomsshoesoutletonine.com
41	toms-shoes-outlet-online.com
41	toms-shoes-outlet-onlines.com
41	tomsshoesshopping.com
41	tomsshoesshopping.com
42	hottomsshoes.com

Defendant Number	Defendant / Subject Domain Name and iOffer Auction Stores
43	tomsforwholesale.com
44	tomsonlinediscount2013.com
45	tomsdiscountshoes.com
46	tomshoes2013online.com
47	tomsshoesline.com
48	buytomsonline.us
49	tomsoutletfactoryus.com
50	tomsoutletshoesstore.com
51	tomsshoesoutletstores.com
52	tomshoesales.com
53	tomsoutletsstoree.com
54	toms-shoes-outlet.com
55	cheaptomsshoesonsale.com
56	cheaptomsshoesstore.com
57	cheaptomsshoe wholesale.com
58	nordstromtomsshoes.com
59	officialtomsshoes shop.com
60	onlinetomsshoes.co.uk
61	tomsshoescheap88.co.uk
62	joyzen0725
63	jiunaiayouyige
64	headphone2013
65	muffler888
66	xxxxoooo
67	xiandaiex35
68	www19888
69	hueiyi111888
70	fitnessboy
71	fendou6677
72	wwcc
73	woshinimmbaical
74	mon2013store
75	2012hotproducts
76	guge163com
77	fengshen518a8
78	gntx4rtc998

Defendant Number	Defendant / Subject Domain Name and iOffer Auction Stores
79	shoes006
80	tkirk1701
81	hhhfeihuang
82	chengxin9999
83	jasmine3006
84	zhaozhe2013110
85	lvshui777
86	yihanke2013
87	gongxifacai51888
88	juanjuan7897
89	wonderdb
90	futemongdiou
91	tomszhuanshou
92	huohuo889

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

Defendant Number	Domain Name	Registrant E-mail
1	authentictomsshoes.com	webmaster@authentictomsshoes.com service@authentictomsshoes.com service@authentictomsshoes.com
1	cheapesttoms.net	webmaster@cheapesttoms.net service@cheapesttoms.net
1	cheaptoms.net	webmaster@cheaptoms.net service@cheaptoms.net info@cheaptoms.net
1	cheaptomsshoes.ca	admin-dns@cira.ca webmaster@cheaptomsshoes.ca service@cheaptomsshoes.ca
1	crochettoms.com	info@crochettoms.com webmaster@crochettoms.com service@crochettoms.com
1	tomscheap.com	info@tomscheap.com
1	tomscheap.net	service@tomscheap.net info@tomscheap.com
1	tomscoupon.us	webmaster@tomscoupon.us service@tomscoupon.us lisa@tomscoupon.us
1	toms-outlet.us	webmaster@toms-outlet.us service@toms-outlet.us info@toms-outlet.us
1	tomssale.us	webmaster@tomssale.us service@tomssale.us info@tomssale.us
1	tomsshoesonlineoutlet.com	webmaster@tomsshoesonlineoutlet.com service@tomsshoesonlineoutlet.com info@tomsshoesonlineoutlet.com
1	tomsshoessale.net	webmaster@tomsshoessale.net service@tomsshoessale.net info@tomsshoessale.net
1	tomsshoessingapore.com	webmaster@tomsshoessingapore.com service@tomsshoessingapore.com
1	toms-wholesale.com	contact@toms-wholesale.com

Defendant Number	Domain Name	Registrant E-mail
1	wholesale-toms.com	webmaster@wholesale-toms.com service@wholesale-toms.com admin@wholesale-toms.com
2	cheaptomsonlinefactory.com	tomsonlinefactory@gmail.com 15031954@qq.com
2	cheaptomsonlinestore.com	cheaptomsonlinestore@gmail.com 348195361@qq.com
2	tomsdiscountonline.com	tomsshoesonline discount@gmail.com 15031954@qq.com
2	tomsonlinediscount.com	15031954@qq.com
2	tomsonlinefactory.com	348195361@qq.com
2	tomsoutletonlinefactory.com	348195361@qq.com
2	tomsshoesonlinefactory.com	348195361@qq.com
2	tomsusashop.com	36131963@qq.com
2	usatoms.com	usatoms2013@hotmail.com 36131963@qq.com
3	canvasshoessale.com	canvasshoessale@yahoo.cn
3	kdcanvasshoes.com	kdcanvasshoes@kaida-trading.com nfljerseyselite@qq.com
3	topfanshoes.com	service@topfanshoes.com topfanshoes@yahoo.com
4	dereo.com	sales@dereo.com ommy@hotmail.com
4	skykat.com	sale@skykat.com estarhr@gmail.com
5	buycheaptomsonline.com	youhappylian@gmail.com hehehayie@163.com
5	tomsskorbilligt.com	trade3youlink@gmail.com jdimkdmn@126.com
6	cheaptoms-shoes.net	sitecustomerservice@gmail.com jesson-lin@gmail.com
6	tomsshoes-cheap.net	sitecustomerservice@gmail.com jesson-lin@gmail.com
7	toms--online.com	2083197@qq.com tomsshoesvip@hotmail.com
7	toms--outlet.com	2083197@qq.com

Defendant Number	Domain Name	Registrant E-mail
7	tomsshoesoutlets.com	abuse@lapi.net zone@milw0rm.tw
8	tomscanada2013.com	outletshoponline@gmail.com 55986028@qq.com
8	tomscanadaoutlet.net	outletshoponline@gmail.com 55986028@qq.com
8	tomsoutletcanada2013.com	outletshoponline@gmail.com 55986028@qq.com
8	tomsshoescanadasale.net	outletshoponline@gmail.com 1795527916@qq.com
9	cheaptomsshoe.biz	customermanagers@gmail.com
9	cheaptomsshoes2013.net	customermanagers@gmail.com
9	cheaptomsshoes2014.com	customermanagers@gmail.com
9	tomsclearance.net	customermanagers@gmail.com
9	tomsforcheap.net	customermanagers@gmail.com
9	tomsoutlet2013.com	customermanagers@gmail.com
9	tomsoutletauthentic.net	chfalidns2014@gmail.com
9	tomsoutletcheap.net	xiaolulu2014@163.com
9	tomsoutletest.com	customermanagers@gmail.com
9	tomsoutletfactory.com	customermanagers@gmail.com ffdns2012@163.com
9	tomsoutletfactory.net	customermanagers@gmail.com ffdns2012@163.com
9	tomsoutletonlinesale.net	customermanagers@gmail.com ffdns2012@163.com
9	tomsoutletonlinestore.com	customermanagers@gmail.com
9	tomsoutletsale.net	customermanagers@gmail.com ffdns2012@163.com
9	tomsoutletstore2013.net	customermanagers@gmail.com
9	tomsoutletvip.com	customermanagers@gmail.com
9	tomsshoeoutlet.net	customermanagers@gmail.com
9	tomsshoessale2013.net	ffdns2012@163.com
10	classictoms.com	officialtomsshoescenter@hotmail.com
10	officialtomsshoescenters.com	officialtomsshoescenter@hotmail.com
10	usatoms.net	originaltomsshoes@hotmail.com shippingtoms@hotmail.com
11	picktomsshoes.com	picktomsshoes.com@gmail.com picktomsshoes@hotmail.com

Defendant Number	Domain Name	Registrant E-mail
11	tomsshoesoutlet.net	tomsshoesoutlet.net@gmail.com picktomsshoes@hotmail.com
12	newtomsshoesonline.com	yulongge@hotmail.com
12	tomsshoeshere.com	yulongge@hotmail.com
13	tomsshoessale-outlet.net	onlinestore.customer@gmail.com
14	23shopping7.com	453637251@qq.com
15	norgemall.com	Norgemall@hotmail.com 284407026@qq.com 51650139@qq.com
15	toms-sko.com	284407026@qq.com fanyi@qq.com
16	discounttoms.net	tomsservicecustomers@outlook.com
17	tomsshoesaustralia.org	my180trade@gmail.com fhuris@163.com
18	tomsschuhedeutschland.com	youtradelink@gmail.com furongjian@163.com
19	instockshoes.com	mcworld1986@hotmail.com globargains@gmail.com
20	u-pu.com	upuservie@gmail.com info@hsou.net
21	toms-shoe.com	cheaptomshoes@gmail.com mwang909@sina.com
22	tomsshoesstore.com	info@tomsshoesstore.com riig@gg.com
23	tomsshoesale.biz	coolxjxm@gmail.com rtm18xm@163.com
24	tomshoesforsale.com	pandoragoing@163.com
25	cheapesttomsshoessale.com	sale@mcm-bags.com 13618596543@qq.com
26	tomsdf.com	1483764295@qq.com
27	tomsoutletshoesus.com	tomsoutletetus@hotmail.com 24204094@qq.com
28	tomsusaonline.com	tomsoutletonlinefactory@gmail.com 417534788@qq.com
29	tomsshoescheapshops.com	service@youreemail.com sale@tomsshoescheapshops.com
30	tomsshoes-51.com	raybans5173@gmail.com 852160719@qq.com

Defendant Number	Domain Name	Registrant E-mail
31	tomsoutletshoesale.com	tomsoutletshoesale@hotmail.com
31	tomsoutletshoesave.com	tomsoutletshoesale@hotmail.com theluxefrance@gmail.com
32	cheaptomsshoess.net	1127951313@qq.com evachen84@hotmail.com abuse@1api.net
33	tomsoutlet2u.com	skyshinedony123@hotmail.com abuse@key-systems.net
34	tomsusoutlet.net	amazingtoms@hotmail.com
35	tomsoutletaustralia.net	bhurree@163.com
36	salestomsoutlet.com	cheaptomsbusiness@gmail.com cankuma@163.com
37	cheaptomsoutletshoesales.com	cheaptomsoutletshoesale@hotmail.com
38	tomssforcheap.com	trade6888@gmail.com colin218dollars@gmail.com
39	buy-tomshoes.com	tomshoesservice@gmail.com
41	tomsshoeshopping.com	tomsshoes990@gmail.com
41	tomsshoesoutletonine.com	tomsshoes990@gmail.com deanayzaf@hotmail.com
41	toms-shoes-outlet-online.com	tomsshoes990@gmail.com
42	hottomsshoes.com	hottomsshoes@hotmail.com
43	tomsforwholesale.com	huriee@163.com
44	tomsonlinediscount2013.com	tomsonlinediscount2013@hotmail.com kawayiraybanservice@hotmail.com
45	tomsdiscountshoes.com	kujihuo@163.com
46	tomshoes2013online.com	longlian3h@163.com
47	tomsshoesline.com	purse_store@yahoo.com Sales_support@hotmail.com mariano963@126.com
48	buytomsonline.us	buytomsonline@hotmail.com minkaitd@gmail.com
49	tomsoutletfactoryus.com	tomsoutletfactoryus@hotmail.com
50	tomsoutletshoesstore.com	tomsoutletshoesstore@hotmail.com
51	tomsshoesoutletstores.com	tomsshoesoutletstores@hotmail.com
52	tomshoesales.com	wfaghfbj@163.com
53	tomsoutletsstoree.com	mayrlyann01@hotmail.com wuzhangyin0805@hotmail.com

Defendant Number	Domain Name	Registrant E-mail
54	toms-shoes-outlet.com	onlinestoreale@hotmail.com ysg16588@qq.com
55	cheaptomsshoesonsale.com	wangyou@163.com
56	cheaptomsshoesstore.com	khuerteryeyey@outlook.com servicesforshoes@gmail.com
57	cheaptomsshoewholesale.com	1226277258@qq.com
61	tomsshoescheap88.co.uk	tomsshoescheap88@gmail.com
62	joyzen0725	meihaotian0920@163.com
63	jiunaiayouyige	benchi2014@163.com
64	headphone2013	yuan97421@126.com
65	muffler888	zhaozhaohu090@163.com
66	xxxxoooo	hnokmrg@163.com
67	xiandaiiex35	rwesfdcvzbv89@126.com
68	www19888	aixiangyi58sheng@126.com
69	hueiyi111888	lixiaoying3366@163.com
70	fitnessboy	mengqian5220@163.com
71	fendou6677	nengliang0709@163.com
72	wwcc	nanshou0920@163.com
73	woshinimbbaicai	aifanxiao@163.com
74	mon2013store	jiankangshifu2013@hotmail.com
75	2012hotproducts	tiantianyouxi0923@126.com
76	guge163com	hueer8899@163.com
77	fengshen518a8	meilixinqing12256@yeah.net
78	gntx4rtc998	yfsxwrl4582@outlook.com
79	shoes006	tianxia2s2@163.com
80	tkirk1701	poiuytwertymnbvc@hotmail.com
81	hhhfeihuang	jinpai111@outlook.com
82	chengxin9999	shishan1980@outlook.com
83	jasmine3006	sayu9000@126.com
84	zhaozhe2013110	xingfu2013822@163.com
85	lvshui777	lianhua778@163.com
86	yihanke2013	linyuhuating1@163.com
87	gongxifacai51888	gqjdd888@163.com
88	juanjuan7897	dianzi131413@126.com
89	wonderdb	shangwuyouxi125@163.com
90	futemongdiou	pthfnv5eg@163.com

Defendant Number	Domain Name	Registrant E-mail
91	tomszhuanshou	baoma2014baoma@163.com
92	huohuo889	xvghk4b3@126.com

SCHEDULE C
INFRINGEMENT SUBJECT DOMAIN NAMES

Defendant Number	Domain Name
1	authentictomsshoes.com
1	cheapesttoms.net
1	cheaptoms.net
1	cheaptomsshoes.ca
1	crochettoms.com
1	tomscheap.net
1	tomscoupon.us
1	toms-outlet.us
1	tomssale.us
1	tomsshoesonlineoutlet.com
1	tomsshoessale.net
1	tomsshoessingapore.com
1	wholesale-toms.com
1	toms-wholesale.com
1	tomscheap.com
2	cheaptomsonlinestore.com
2	usatoms.com
2	tomsusashop.com
2	tomsonlinefactory.com
2	tomsoutletonlinefactory.com
2	tomsshoesonlinefactory.com
2	cheaptomsonlinefactory.com
2	tomsdiscountonline.com
2	tomsonlinediscount.com
5	tomsskorbilligt.com
5	buycheaptomsonline.com
6	cheaptoms-shoes.net
6	tomsshoes-cheap.net
7	toms--online.com
7	toms--outlet.com
7	tomsshoesoutlets.com
8	tomscanada2013.com
8	tomscanadaoutlet.net
8	tomsoutletcanada2013.com
8	tomsshoescanadasale.net

Defendant Number	Domain Name
9	tomsoutletfactory.com
9	tomsoutletfactory.net
9	tomsoutletauthentic.net
9	tomsoutletonlinesale.net
9	tomsoutletsale.net
9	tomsoutletest.com
9	tomsoutletvip.com
9	cheaptomsshoe.biz
9	tomsoutletcheap.net
9	cheaptomsshoes2013.net
9	cheaptomsshoes2014.com
9	tomsclearance.net
9	tomsforcheap.net
9	tomsoutlet2013.com
9	tomsoutletonlinestore.com
9	tomsoutletstore2013.net
9	tomsshoeoutlet.net
9	tomsshoesale2013.net
10	officialtomsshoescenters.com
10	classictoms.com
10	usatoms.net
11	picktomsshoes.com
11	tomsshoesoutlet.net
12	newtomsshoesonline.com
12	tomsshoeshere.com
13	tomsshoesale-outlet.net
16	discounttoms.net
16	tomsshoesclearance.org
17	tomsshoesaustralia.org
18	tomsschuhedeutschland.com
21	toms-shoe.com
22	tomsshoesstore.com
23	tomsshoesale.biz
24	tomshoesforsale.com
24	cheaptomsaleonline.com
25	cheapesttomsshoesale.com
26	tomsdf.com
27	tomsoutletshoesus.com

Defendant Number	Domain Name
28	tomsusaonline.com
29	tomsshoescheapshops.com
30	tomsshoes-51.com
31	tomsoutletshoesale.com
31	tomsoutletshoesave.com
32	cheaptomsshoess.net
33	tomsoutlet2u.com
34	tomsusoutlet.net
35	tomsoutletaustralia.net
36	salestomsoutlet.com
37	cheaptomsoutletshoesales.com
38	tomssforcheap.com
39	buy-tomshoes.com
40	1tomsoutlet.com
41	tomsshoeshopping.com
41	toms-shoes-outlets-onlines.com
41	tomsshoesoutletonine.com
41	toms-shoes-outlet-online.com
41	toms-shoes-outlet-onlines.com
41	tomsshoesshopping.com
41	tomsshoesshopping.com
42	hottomsshoes.com
43	tomsforwholesale.com
44	tomsonlinediscount2013.com
45	tomsdiscountshoes.com
46	tomshoes2013online.com
47	tomsshoesline.com
48	buytomsonline.us
49	tomsoutletfactoryus.com
50	tomsoutletshoesstore.com
51	tomsshoesoutletstores.com
52	tomshoesales.com
53	tomsoutletsstoree.com
54	toms-shoes-outlet.com
55	cheaptomsshoesonsale.com
56	cheaptomsshoesstore.com
57	cheaptomsshoewholesale.com

Defendant Number	Domain Name
58	nordstromtomsshoes.com
59	officialtomsshoeshop.com
60	onlinetomsshoes.co.uk
61	tomsshoescheap88.co.uk