

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 19-62270-CIV-SMITH

GUCCI AMERICA, INC.,

Plaintiff,

vs.

AMPTDRESS, *et al.*,

Defendants.

ORDER GRANTING MOTION FOR ENTRY OF PRELIMINARY INJUNCTION

THIS CAUSE came before the Court upon Plaintiff's Motion for Entry of Preliminary Injunction (the "Motion") [DE 6]. The Court has carefully reviewed the Motion and the record and is otherwise fully advised in the premises.

By the instant Motion, Plaintiff, Gucci America, Inc. ("Plaintiff") moves for entry of a preliminary injunction against Defendants, the Individuals, Partnerships, and Unincorporated Associations Identified on Schedule "A" hereto (collectively "Defendants") pursuant to 15 U.S.C. § 1116 and Fed. R. Civ. P. 65, and The All Writs Act, 28 U.S.C. § 1651(a).

The Court convened a hearing on October 7, 2019, at which only counsel for Plaintiff was present and available to present evidence supporting the Motion. Because Plaintiff has satisfied the requirements for the issuance of a preliminary injunction, the Court will now grant Plaintiff's Motion for Preliminary Injunction.

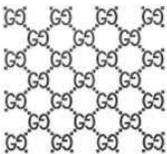
I. Factual Background¹

Plaintiff is the owner of the following trademarks, which are valid and registered on the Principal Register of the United States Patent and Trademark Office (the “Gucci Marks”):

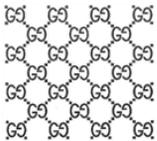
Trademark	Registration Number	Registration Date	Class(es) / Good(s)
GUCCI	0,876,292	September 9, 1969	IC 018 – pocketbooks, wallets, travel and duffel bags, attache cases, toilet cases sold empty and shoe bags. IC 018 – umbrellas. IC 021 – vacuum bottles, compacts sold empty and vanity cases sold empty. IC 025 – shoes and boots.
	1,097,555	July 25, 1978	IC 025 – neckties, scarves, footwear, shirts, sweaters, and coats.
	1,106,722	November 21, 1978	IC 025 – neckties, scarves, belts, footwear, shirts, sweaters, coats, suits, and bathing suits.
	1,107,311	November 28, 1978	IC 018 – wallets, purses, handbags, shoulder bags, clutch bags, tote bags, card cases, partly and wholly of leather, key cases, passport cases, cosmetic cases, attache cases, valises, suitcases, duffles.
 (Green Red Green Stripe Design)	1,122,780	July 24, 1979	IC 018 – wallets, purses, handbags, shoulder bags, clutch bags, tote bags, card cases, attache cases, valises, suitcases, duffles, and key cases.
	1,158,170	June 23, 1981	IC 025 – clothing-namely, neckties, scarves, belts, footwear, shirts, coats, hats, dresses, and bathing suits.

¹ The factual background is taken from Plaintiff’s Amended Complaint, Motion, and supporting Declarations submitted by Plaintiff.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
GUCCI	1,168,477	September 8, 1981	IC 025 – neckties, scarves, belts, footwear, shirts, sweaters, coats, suits, dressing gowns, hats, socks, dresses, and bathing suits.
 (Green Red Green Stripe Design)	1,483,526	April 5, 1988	IC 025 – footwear.
 (Blue Red Blue Stripe Design)	1,511,774	November 8, 1988	IC 018 – purses, handbags, shoulder bags, clutch bags, and tote bags.
	3,039,629	January 10, 2006	IC 025 – footwear and belts.
	3,039,630	January 10, 2006	IC 018 – wallets, purses, handbags, tote bags, business card cases, credit card cases and key cases, partly or wholly of leather.
	3,072,547	March 28, 2006	IC 025 – neckties, scarves, belts, footwear and gloves.
	3,072,549	March 28, 2006	IC 018 – wallets, purses, handbags, shoulder bags, clutch bags, tote bags, business card cases, credit card cases, partly and wholly of leather, key cases, cosmetic cases sold empty, briefcases, attaché cases, valises, suitcases and duffles.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
	3,378,755	February 5, 2008	<p>IC 009 – eyeglass frames and sunglasses.</p> <p>IC 014 – jewelry and watches.</p> <p>IC 016 – agendas and notebooks.</p> <p>IC 018 – wallets, purses, handbags, shoulder bags, clutch bags, tote bags, business card cases, credit card cases, partly and wholly of leather, key cases, cosmetic cases sold empty, briefcases, attaché cases, valises, suitcases and duffles.</p> <p>IC 025 – scarves, belts, footwear, shirts, sweaters, coats, suits.</p>
	4,220,947	October 9, 2012	<p>IC 014 – jewelry.</p> <p>IC 018 – wallets, purses, handbags, shoulder bags, clutch bags, tote bags, business card cases, credit card cases partly and wholly of leather, key cases, cosmetic cases sold empty, briefcases, attaché cases, valises, suitcases and duffel bags.</p> <p>IC 025 – neckties, scarves, belts, footwear and gloves.</p>
	4,229,081	October 23, 2012	<p>IC 014 – jewelry.</p> <p>IC 018 – wallets, purses, handbags, shoulder bags, clutch bags, tote bags, business card cases, credit card cases partly and wholly of leather, key cases, cosmetic cases sold empty, briefcases, attache cases, valises, suitcases and duffel bags.</p> <p>IC 025 – neckties, scarves, belts, footwear and gloves.</p>

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
 <p>(Green Red Green Stripe Design)</p>	4,379,039	August 6, 2013	IC 025 – shorts, pants, jeans, leggings, t-shirts, polo shirts, shirts, sweaters, sweatshirts, dresses, skirts, swimwear, one piece garments for infants and toddlers, cloth bibs, scarves, ties, hats, gloves, suspenders, belts.
	4,555,556	June 24, 2014	<p>IC 009 – bicycle helmets; eyewear.</p> <p>IC 012 – bicycles.</p> <p>IC 018 – backpacks, cosmetic cases sold empty partly and wholly of leather.</p> <p>IC 025 – scarves, belts, footwear, t-shirts, shirts, pants, blazers, sweatshirts, sweat pants, hats, and dresses.</p>
	4,563,071	July 8, 2014	<p>IC 009 – protective covers and cases for mobile electronic devices and computers.</p> <p>IC 014 – watches.</p>
<p>GUCCI</p>	4,563,098	July 8, 2014	IC 009 – protective covers and cases for mobile electronic communication devices and computers; computer application software for all mobile devices, namely, software for providing information in the field of fashion, the arts and lifestyle.
<p>GUCCI</p>	4,563,132	July 8, 2014	IC 018 – handbags, shoulder bags, clutch bags, tote bags, briefcases, business card cases, credit card cases, backpacks, key cases, passport cases, cosmetic cases sold empty, valises, suitcases, luggage, all the foregoing being made in whole or in part of leather; pet accessories, namely, carriers, collars and leashes; pet collar accessories, namely, charms.

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
 <p>(Green Red Green Stripe Design)</p>	4,567,112	July 15, 2014	<p>IC 014 – jewelry and key rings of precious metal.</p> <p>IC 009 – eyeglasses and sunglasses and cases therefor; protective covers and cases for mobile electronic communication devices and computers; cell phone straps; computer carrying cases.</p> <p>IC 018 – cosmetic cases sold empty, suitcases, luggage, duffle bags, diaper bags partly and wholly of leather; pet accessories, namely, carriers, collars and leashes.</p>
	4,583,258	August 12, 2014	<p>IC 009 – protective covers and cases for mobile electronic communications devices and computers; computer cases made of leather.</p> <p>IC 014 – watches.</p> <p>IC 018 – backpacks, trollies, baby bags, computer cases made of leather, garment bags, pet accessories, namely, carriers, collars and leashes; pet collar accessories, namely, charms.</p> <p>IC 025 – clothing, namely, shirts and jackets.</p>
	5,073,022	November 1, 2016	<p>IC 018 – handbags and wallets.</p> <p>IC 025 – belts and footwear.</p>
BLIND FOR LOVE	5,183,371	April 11, 2017	<p>IC 018 – handbags, tote bags, shoulder bags, pouches of leather, travelling cases of leather and leather credit card cases and holders.</p>

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
	5,279,452	September 5, 2017	IC 014 – watches. IC 018 – handbags, shoulder bags, tote bag and wallets. IC 025 – clothing, namely, scarves, neckties and footwear.

(See Declaration of Jessica Haugen in Support of Plaintiff’s Motion for Preliminary Injunction (“Haugen Decl.”) ¶¶ 4-5; see also United States Trademark Registrations of the Gucci Marks at issue attached as Composite Exhibit 1 to the Amended Complaint.) The Gucci Marks are used in connection with the manufacture and distribution of high quality goods in the categories identified above. (See *id.* ¶ 5.)

Defendants, by operating e-commerce stores via Internet marketplace platforms under their seller identification names or commercial Internet websites under their domain names identified on Schedule “A” hereto (the “Seller IDs and Subject Domain Names”), have advertised, promoted, offered for sale, or sold goods bearing and/or using what Plaintiff has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Gucci Marks. (See Haugen Decl. ¶¶ 10-14; Declaration of T. Raquel Wiborg-Rodriguez in Support of Plaintiff’s Motion for Preliminary Injunction (“Wiborg-Rodriguez Decl.”) ¶ 2; Declaration of Kathleen Burns in Support of Plaintiff’s Motion for Preliminary Injunction (“Burns Decl.”) ¶ 4; Declaration of Eric Rosaler in Support of Plaintiff’s Motion for Preliminary Injunction (“Rosaler Decl.”) ¶ 4.)

Although each Defendant may not copy and infringe each Gucci Mark for each category of goods protected, Plaintiff has submitted sufficient evidence showing that each Defendant has infringed, at least, one or more of the Gucci Marks. (See Haugen Decl. ¶¶ 10-14.) Defendants

are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the Gucci Marks. (*See id.* at ¶¶ 10, 13-14.)

Plaintiff's counsel retained Invisible Inc and AED Investigations, Inc. ("AED"), both licensed private investigative firms, to investigate the promotion and sale of counterfeit and infringing versions of Plaintiff's branded products by Defendants and to obtain the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit versions of Plaintiff's branded merchandise through the Seller IDs and Subject Domain Names. (Haugen Decl. ¶ 11; Burns Decl. ¶ 3; Rosaler Decl. ¶ 3; Wiborg-Rodriguez Decl. ¶ 2.) Invisible Inc and AED collectively accessed each² of the e-commerce stores and commercial Internet websites operating under Defendants' Seller IDs and Subject Domain Names, placed an order for the purchase of a product bearing counterfeits of, at least, one of the Gucci Marks at issue in this action, and requested each product to be shipped to one of their addresses in the Southern District of Florida. (*See* Burns Decl. ¶ 4; Rosaler Decl. ¶ 4.) Following submission of the orders, Invisible Inc and AED finalized payment for the Gucci branded items purchased from Defendants to Defendants' respective payment accounts and/or payee³ as identified on Schedule

² Invisible Inc made purchases from each Defendant as identified on Schedule "A" to the Declaration of Kathleen Burns in Support of Plaintiff's Application for Preliminary Injunction. (*See* Burns Decl. ¶ 4, n.2.) However, during the preparation and filing of the Application for Preliminary Injunction, some Defendants changed their seller identification name. (*Id.*)

³ Defendant Numbers 1-50 operate via the non-party Internet marketplace platform, Amazon.com. (*See* Burns Decl. ¶ 4 n.3; Rosaler Decl. ¶ 4 n.1; Wiborg-Rodriguez Decl. ¶ 5.) Amazon.com is an e-commerce marketplace that allows Defendants to conduct their commercial transactions privately via Amazon's payment processing and retention service, Amazon Payments, Inc. (*See id.*)

Defendant Numbers 51-107 and 117 use money transfer and retention services with PayPal, Inc. (*See* Burns Decl. ¶ 4; Wiborg-Rodriguez Decl. ¶ 6.)

Upon completion of Invisible Inc's purchase from Defendant Number 63 and AED's purchases from Defendant Numbers 100-107, no PayPal e-mail account was provided on the transaction

“A” hereto.⁴ (*Id.*) At the conclusion of the process, the detailed web page captures and images of the Gucci branded items Invisible Inc and AED purchased via Defendants’ Seller IDs and Subject Domain Names, together with photographs of the some of the items Invisible Inc received, were sent to Plaintiff’s representative for review. (*See* Haugen Decl. ¶ 12; Burns Decl. ¶ 4; Rosaler Decl. ¶ 4; Wiborg-Rodriguez Decl. ¶ 2.) Plaintiff’s representative conducted a review and visually inspected the Gucci branded items Invisible Inc and AED purchased via the Seller IDs and Subject Domain Names and determined the products were non-genuine, unauthorized versions of Plaintiff’s products. (*See* Haugen Decl. ¶¶ 13-14.)

On September 12, 2019, Plaintiff filed its Complaint [DE 1] and thereafter its Amended Complaint on October 4, 2019 [DE 18] against Defendants for federal trademark counterfeiting and infringement, false designation of origin, common law unfair competition, and common law trademark infringement. On September 12, 2019, Plaintiff filed its *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets [DE 6]. On September 17, 2019, this Court entered an Order Granting *Ex Parte* Application for Entry of Temporary Restraining Order (the “TRO”) [DE 8] and temporarily restrained Defendants from infringing the Gucci Marks at issue and restrained funds in the

page. (*See* Burns Decl. ¶ 4 n.4; Rosaler Decl. ¶ 4 n.2.) However, PayPal is able to identify a PayPal account using the Transaction ID. (*See id.*) Accordingly, the Transaction IDs for Invisible Inc’s and AED’s purchases from Defendant Numbers 63 and 100-107 are identified on Schedule “A” (*See id.*)

The payee for the orders placed from Defendant Numbers 108-116’s Wish.com Seller IDs identifies “PayPal *Wish.” (*See* Burns Decl. ¶ 4 n.5; Wiborg-Rodriguez Decl. ¶ 7.) “WISH (ContextLogic Inc.)” is the named PayPal recipient for individual transactions conducted with sellers through Wish.com. (*Id.*)

Defendant Number 118 use money transfer services with TransferWise Inc. (*See* Burns Decl. ¶ 4; Wiborg-Rodriguez Decl. ¶ 8.)

⁴ Additional contact email addresses for Defendant Numbers 117 and 118 are is also identified on Schedule “A” hereto. (*See* Burns Decl. ¶ 4 n.6; Wiborg-Rodriguez Decl. ¶ 3.)

payment accounts associated with the Defendants. Pursuant to the Court's September 17, 2019 TRO, Plaintiff properly served Defendants with a copy of the Complaint, the Court's September 17, 2019 TRO, and all filings in this matter [*see* DE Nos. 20 and 21]. On October 7, 2019, the Court conducted a hearing on Plaintiff's Motion, at which only counsel for Plaintiff was in attendance.

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) (applying the test to a preliminary injunction in a Lanham Act case).

III. Conclusions of Law

The declarations Plaintiff submitted in support of its Motion support the following conclusions of law:

A. Plaintiff has 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 goods bearing counterfeits, reproductions, or colorable imitations of the Gucci Marks, and that the products Defendants are selling and promoting for sale are copies of Plaintiff's products that bear copies of the Gucci Marks.

B. Because of the infringement of the Gucci Marks, Plaintiff is likely to suffer immediate and irreparable injury if a preliminary injunction is not granted. The following

specific facts, as set forth in Plaintiff's Amended Complaint, Motion, and accompanying declarations, demonstrate that immediate and irreparable loss, damage, and injury will result to Plaintiff and to consumers because it is more likely true than not that:

1. Defendants own or control e-commerce stores via Internet marketplace platforms or commercial Internet websites operating under their seller identification names and domain names which advertise, promote, offer for sale, and sell products bearing counterfeit and infringing trademarks in violation of Plaintiff's rights; and

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, or disappointed by the quality of these products; and that Plaintiff may suffer loss of sales for its 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 Plaintiff, its reputation, and its goodwill as a manufacturer and distributor of quality products if such relief is not issued.

D. The public interest favors issuance of the preliminary injunction to protect Plaintiff's trademark interests and protect the public from being defrauded by the palming off of counterfeit goods as Plaintiff's genuine goods.

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 goods bearing counterfeits and infringements of the Gucci 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 & 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.

Upon review of Plaintiff’s Amended Complaint, Motion, and supporting evidentiary submissions, it is hereby

ORDERED that Plaintiff’s Motion for Preliminary Injunction [DE 6] is **GRANTED**, according to the terms set forth below:

(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 until further Order of this Court:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing the Gucci 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 and/or using the Gucci Marks, or any confusingly similar trademarks; (ii) any evidence relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any products bearing and/or using the Gucci Marks, or any confusingly similar trademarks; or (iii) any assets or other financial accounts subject to this Order, including inventory assets, in the actual or constructive possession

of, or owned, controlled, or held by, or subject to access by, any Defendant, including, but not limited to, any assets held by or on behalf of any Defendant.

(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 the Gucci Marks, or any confusingly similar trademarks, on or in connection with all Internet based e-commerce stores and Internet websites owned and operated, or controlled by them, including the Internet based e-commerce stores and Internet websites operating under the Seller IDs and 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 the Gucci Marks, or any confusingly similar trademarks, within 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 that are visible to a computer user or serves to direct computer searches to Internet based e-commerce stores and Internet websites registered, owned, or operated by any Defendant, including the Internet based e-commerce stores and Internet websites operating under the Seller IDs and Subject Domain Names;

(4) Each Defendant shall not transfer ownership of the Internet based e-commerce stores or Internet websites operating under their Seller IDs and Subject Domain Names during the pendency of this action, or until further order of the Court;

(5) Each Defendant shall continue to preserve copies of all computer files relating to the use of any of the Internet based e-commerce stores or Internet websites under their Seller IDs

and Subject Domain Names and shall take all steps necessary to retrieve computer files relating to the use of the Internet based e-commerce stores or Internet websites operating under the Seller IDs and Subject Domain Names that may have been deleted before the entry of this Order;

(6) Upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, Amazon Payments, Inc. (“Amazon”), PayPal, Inc. (“PayPal”), ContextLogic, Inc., which operates the Wish.com website (“ContextLogic”), TransferWise Inc (“TransferWise”), and their related companies and affiliates shall, to the extent not already done, (i) immediately identify all financial accounts and/or sub-accounts, associated with the Internet based e-commerce stores and Internet websites operating under the Seller IDs and Subject Domain Names, and/or the e-mail addresses identified on Schedule “A” hereto, as well as any other accounts of the same customer(s); (ii) identify all other accounts which transfer funds into the same financial institution account(s) or any of the other financial accounts subject to this Order; (iii) restrain the transfer of all funds, as opposed to ongoing account activity, held or received for their benefit or to be transferred into their respective financial accounts, and any other financial accounts tied thereto; and (iv) immediately divert those restrained funds to a holding account for the trust of the Court;

(7) Upon receipt of notice of this Order, Defendants and any money transmitters, including but not limited to, TransferWise, and their related companies and affiliates, shall further, to the extent not already done, put a hold on and prohibit the withdraw and transfer of funds in any money transfer accounts used by Defendants for the receipt of funds in connection with the sale of goods bearing and/or using counterfeits and/or infringements of the Gucci Marks;

(8) Upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms receiving notice of this Order, including but not limited to, Amazon, PayPal, ContextLogic, TransferWise, and their related companies and affiliates, shall further, to the extent not already done, provide the Plaintiff's counsel with all data that details (i) an accounting of the total funds restrained and identifies the financial account(s) and sub-account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) and sub-account(s) which have been restrained. No funds restrained by this Order shall be transferred or surrendered by any financial institution, payment processor, bank, escrow service, money transmitter, or marketplace website, including but not limited to, Amazon, PayPal, ContextLogic, TransferWise, and their related companies and affiliates for any purpose (other than pursuant to a chargeback made pursuant to their security interest in the funds) without the express authorization of this Court;

(9) Any Defendant or financial institution account holder subject to this Order may petition the Court to modify the asset restraint set out in this Order;

(10) This Order shall apply to the Seller IDs and Subject Domain Names, associated e-commerce stores and websites, and any other seller identification names, e-commerce stores, domain names and websites, or financial accounts which are being used by Defendants for the purpose of counterfeiting the Gucci Marks at issue in this action and/or unfairly competing with Plaintiff;

(11) Pursuant to 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), Plaintiff shall maintain its 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;

(12) Additionally, for the purpose of providing additional notice of this proceeding, and all other pleadings, orders, and documents filed herein, the owners, operators and/or administrators of the Internet marketplace websites and/or financial institutions, payment processors, banks, escrow services, money transmitters, and marketplace platforms, including but not limited to Amazon.com, Inc., PayPal, eBay.com, ContextLogic, TransferWise, and their related companies and affiliates shall, to the extent not already done, at Plaintiff's request, provide Plaintiff's counsel with any e-mail address known to be associated with Defendants' respective Seller IDs;

(13) This Order 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 7th day of October, 2019.



RODNEY SMITH
United States District Judge

Copies provided to:

Counsel of Record

SCHEDULE "A"
DEFENDANTS BY NUMBER, SELLER ID, SUBJECT DOMAIN NAME,
FINANCIAL ACCOUNT INFORMATION, STORE URL, AND E-MAIL ADDRESS

Def. No.	Defendant / Seller ID	Financial Account Information	Store URL / Customer Service E-mail
1	AMPTdress	AM0Y5MQC3BRGD	
2	Big Different Store	A3MZL9PO82W5MF	
3	BOLBanana a/k/a DZH	A3SB0V061CEEA8	
4	Boutique.	A1HJD81J8Q4I26	
5	BruceMarry	AW5N7YOKBIWWL	
6	China Culture and Art	A3BYMVW9HW3B22	
7	Cyclyyoo Store	A1HWLKZ9KXQAZQ	
8	Dale Nixon	A34AAJYFQ3FVGZ	
9	DeRoseStore	AGND7OBE183ZN	
10	DF24ddhg1	A2VS2UAA8S53XR	
11	Dorapocket	A3Q8H5FJOY270Z	
12	DUOAI	A7QIYBQNYANH9	
13	EleeFun	A18QIYPCFOQOLE	
14	EXPEDER	A12VR8BD9YFS77	
15	Fendona	A24ZJXKYQN7IXJ	
16	Harry Brown	A219K90V095X5W	
17	HOtsell a/k/a afsfddsgfgh	A39J22BZB45SQ9	
18	KDUST	AJ6JGJBZQTYQV	
19	langfangyingfabaowencailiaoyo uxiangongsi	A1U9FSOX0S08K7	
20	Leadlion	A2QYI3K782T5VW	
21	MAGOR	A9M9OG58PGJEN	
22	MAKGOT	A3FG8CJ1DDD8B1	
23	MengXiangShangMao	A1UKXMTPFGGPQF	
24	Mingyuming	A1AE8PBXQUQTZ0	
25	MoYoTo	A31JPCJVXCS1XQ	
26	naizhelun	A372K72U6WFLF9	
27	NicebeltL a/k/a HustonMc	A271U4XS1OQYYX	
28	qSkAif76xn	AG3IBCJZXQZB1	
29	Queenchanelv	A1UKHPF6Q51DME	
30	Rainbow after Storm	A1N2J3YS40EKBF	
31	ranmei89	A1N7K5TZKQ24CI	
32	run2019belt	A12BNCGNYZTXG3	
33	Sasa eShop	A3Q14VV9KDFIDU	
34	ShannonSIson	AZCIRHK56XFV6	
35	Sun Hui Bo	AXU327NW4289D	

Def. No.	Defendant / Seller ID	Financial Account Information	Store URL / Customer Service E-mail
36	Suzanne Aldridge	A2K2WWFMEDC60V	
37	T TOP	A34DTF29NVF61K	
38	Tian Tao2	A3I0TMBOPRARUL	
39	TYMYsmyx	A1IKWQ2N0RSMTX	
40	Usbandbug a/k/a Mlover	AJ6K1BJZG0D47	
41	YoGEE-Official	A29WJYZRP96VCN	
42	youlongky	A2D874I0QQQL2X	
43	yunguantui7fr	A1DDJMOIC44B56	
44	yuyue20	A3IUHLBAB6ZAF4	
45	ZERSGF	A1HCDIT91XJMTS	
46	CCLOIUY&	A1BT2MEY7WRX8V	
47	daituanjie321	A1A117JMUJPO27	
48	kjelaeg	A18L3WOLHA1SSQ	
49	Liangdfgh	A2NU1TJR926K3Q	
50	TBETECH	A1Z27LCTU8YTR0	
51	4827069	xiaodianx0403@163.com	
52	ananmaru_0	anangmaruf3444@gmail.com	
53	andrea_case	andrealistantty@gmail.com	
54	anxia_8857	dosfilm236@126.com	
55	asas8598	bendrissasmae@gmail.com	
56	asno_45	aslanoman8819@outlook.com	
57	bagupambud_0	Onerepaircomputer@gmail.com	
58	bani-007	akhweis2009@hotmail.com	
59	bizworld-99	damithsales@gmail.com	
60	blackrose838	blackrosepay@yahoo.com	
61	breto3998	ricardh866@yahoo.com	
62	cakep_65	Cakepflady@gmail.com	
63	chicbali	Transaction ID: 6CC0538242012442D	
64	chuangtianjingmi	17728606807@163.com	
65	dananindr0	rigalapinago@gmail.com	
66	denbast	lepaderapol@gmail.com	
67	evbis-47	eviemors@outlook.com	
68	fangche_38	neixiang25189@sina.com	
69	goodagain20179	xowssa254789@sina.com	
69	sincerity7440	xowssa254789@sina.com	
70	gzllshumei	taishanxi6667@sina.com	
71	haryope	soyawelanapo@gmail.com	
72	homesepuluh0	akunrezeki40@gmail.com	
73	huamanlou25_0 a/k/a weba5869	maxiaoquan8858@163.com	
74	jiucheng51009047	jiucheng5100904@163.com	

Def. No.	Defendant / Seller ID	Financial Account Information	Store URL / Customer Service E-mail
75	leste_mell	melly.lester8924@yahoo.com.au	
76	maddpe-39	maddigopn@outlook.com	
77	maulanric0	CatricelynCoons@gmail.com	
78	meldpratam-0	meldapratama59@gmail.com	
79	mendis-groups	mendisgroups@gmail.com	
80	moshan_29	shuncheng454269@sina.com	
81	qipej2548	a45461990@sina.com	
82	qpbh9129 a/k/a high-quality-bag	18520566080@163.com	
83	qunla-84	fengruilu6549@sina.com	
84	shouyashi475455-3	htjyc0852@163.com	
85	soufiane09	soufiane-benhima09@outlook.fr	
86	stars_jersey	sayad.real@gmail.com	
87	store1081 a/k/a luxury1081	draoui_1081@hotmail.com	
88	ts49cd	ts49cd8@163.com	
89	w13716706723	geili2114@126.com	
90	wpee7772	anguolu2871@sina.com	
91	xinge47763	xinge4776@sina.com	
92	xjub9500	shimiao13hao@sina.com	
93	xuweihai6688	xuweihai456@126.com	
94	yaguangdianzi_86	hongyaguangdianzi@outlook.com	
95	yehaha-store	yahroni9@gmail.com	
96	zeroyiyang	zhangxs@sohu.com	
97	zhigaowusi447	chaxiang6859@126.com	
98	zhu81-93	zhu81851313@163.com	
99	zuozuowang	yeyu06052876@163.com	
100	aagun-22	Transaction ID: 8V963295H37651740	
101	albmelod_0	Transaction ID: 0TW708430B465503E	
102	custom_g	Transaction ID: 2PG970980H417240R	
103	jokid24	Transaction ID: 3PP82053S51497037	
104	krisna_store	Transaction ID: 74026054HF6375843	
105	lent.e.rab22	Transaction ID: 7U185761KP191830W	
106	lutfhad-7	Transaction ID: 22706978T2383400T	
107	ujansugand-0	Transaction ID: 5FT8745599701061E	

Def. No.	Defendant / Seller ID	Financial Account Information	Store URL / Customer Service E-mail
108	aygxyyouth0106	PAYPAL *WISH	https://www.wish.com/merchant/5aa1f41d2fbbdc2564750876
109	BYHUA	PAYPAL *WISH	https://www.wish.com/merchant/5911aac14cb6762991bc5e83
110	dhyyouth0119	PAYPAL *WISH	https://www.wish.com/merchant/5a03fb9aeea5c573afed6043
110	jinfeng zhang	PAYPAL *WISH	https://www.wish.com/merchant/5ac1aef5823a3e73cfbe768a
111	FANSER	PAYPAL *WISH	https://www.wish.com/merchant/596cad3acdf3291fa50f6069
112	GSLs	PAYPAL *WISH	https://www.wish.com/merchant/5abd970b22fad71d2e32e4ea
113	jwkj	PAYPAL *WISH	https://www.wish.com/merchant/5971a386ec40ae735e897dbd
114	ninping6224	PAYPAL *WISH	https://www.wish.com/merchant/58d12ee3acb37b6bbd5d3402
115	wangwangh	PAYPAL *WISH	https://www.wish.com/merchant/5915d6414cb67610dade8dd4
116	zhaoxiaojiededianpu	PAYPAL *WISH	https://www.wish.com/merchant/59292f01ff46145c81f5ebe6
117	bestluxurycases.com	diekuo@gmail.com	Voguelords@gmail.com
117	topluxurycases.com	diekuo@gmail.com	
118	hignice.com	TransferWise E-mail: 274244030@qq.com	qianzhao2010@gmail.com