

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

**CASE NO. 20-60468-CIV-SMITH**

TAYLOR MADE GOLF COMPANY, INC., *et al.*,

Plaintiffs,

v.

TATATADBG, *et al.*,

Defendants.

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

This matter is before the Court on the Motion for Entry of Preliminary Injunction [DE 6] filed under 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, and The All Writs Act, 28 U.S.C. § 1651(a), by Plaintiffs, Taylor Made Golf Company, Inc., Acushnet Company, Roger Cleveland Golf Company, Inc., Sumitomo Rubber Industries, Ltd., Karsten Manufacturing Corporation, and Parsons Xtreme Golf, LLC. Plaintiffs ask the Court to enter a preliminary injunction against Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on Schedule “A” hereto. The Court convened a hearing on April 23, 2020, at which only counsel for Plaintiffs was present and available to present evidence supporting the Motion. As discussed below, Plaintiffs have satisfied the requirements for issuance of a preliminary injunction.

**I. BACKGROUND**

The following factual background is taken from Plaintiffs’ Complaint [DE 1], the Motion, and supporting evidentiary submissions and exhibits.

Taylor Made Golf Company, Inc. is the owner of the following trademarks (the “Taylor Made Golf Marks”), which are valid and registered on the Principal Register of the United States Patent and Trademark Office (USPTO):

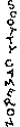




<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Class / Goods</b>
TAYLOR MADE	1,200,542	July 6, 1982	IC 028. Golf Clubs
TAYLOR MADE	1,374,009	December 3, 1985	IC 028. [ Golf Balls, ] Golf Bags and Golf Club Head Covers
TAYLOR MADE	1,420,059	December 9, 1986	IC 018. Golf umbrellas. IC 025. Golf hats, visors and golf gloves. IC 028. Golf bag travel covers and golf equipment bags
TAYLOR MADE	1,424,909	January 13, 1987	IC 025. Men's and women's golf clothing, namely, caps, shirts, [blouses, sweaters, slacks, skirts] and golf gloves
RESCUE	2,092,034	August 26, 1997	IC 028. Golf clubs.
	2,557,110	April 2, 2002	IC 018. Golf umbrellas, luggage and bags, namely, non-canvas tote bags, for golfers. IC 025. Clothing, namely, hats, visors, caps, [ shirts, skirts, blouses, sweaters, slacks, shorts, jackets, coats, pullovers, cardigans and shoes ]. IC 028. Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags
	2,557,111	April 2, 2002	C 018. Golf umbrellas, luggage and bags, namely, non-canvas tote bags, for golfers. IC 025. Clothing, namely, hats, visors, caps, [ shirts, skirts, blouses, sweaters, slacks, shorts, jackets, coats, pullovers, cardigans and shoes ]. IC 028. Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags.
	4,564,858	July 8, 2014	IC 025. Shirts, t-shirts
	5,076,513	November 8, 2016	IC 028. Golf clubs.

GEOCOUSTIC	5,193,052	April 25, 2017	IC 028. Golf clubs.
TWIST FACE	5,589,137	October 23, 2018	IC 028. Golf clubs.
	5,759,122	May 21, 2019	IC 028. Golf clubs.
	5,759,123	May 21, 2019	IC 028. Golf clubs.
	5,760,445	May 28, 2019	IC 028. Golf clubs.
	5,760,446	May 28, 2019	IC 028. Golf clubs.

(See Strojan Decl. [DE 6-2] ¶ 5; see also USPTO Registration [DE 1-2].) The Taylor Made Golf Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. (*See id.*)



Acushnet Company is the owner of the following trademarks (the “Acushnet Marks”), which are valid and registered on the Principal Register of the USPTO:

Trademark	Registration Number	Registration Date	Class / Goods
TITLEIST	934,406	May 23, 1972	IC 028. golf equipment comprising golf balls, golf clubs, golf bags, golf gloves and golf headcovers.
	1,155,766	May 26, 1981	IC 028. golf equipment, namely, golf balls, golf clubs and golf bags.
NEWPORT	1,966,493	April 9, 1996	IC 028. golf putters.
	2,231,199	March 9, 1999	IC 028. golf clubs.
VOKEY DESIGN	2,235,383	March 23, 1999	IC 28. golf clubs.
SCOTTY CAMERON	2,525,024	January 1, 2002	IC 028. golf clubs and accessories thereof.

	2,527,400	January 8, 2002	IC 028. golf clubs and accessories thereof.
STUDIO DESIGN	2,620,431	September 17, 2002	IC 028. Golf clubs and accessories, namely golf tees, golf gloves, golf bags, golf putters, golf drivers, golf woods, golf irons, golf green repair tools, golf club covers, and golf bag covers.
	2,620,432	September 17, 2002	IC 028. Golf clubs and accessories, namely golf tees, golf gloves, golf bags, golf putters, golf drivers, golf woods, golf irons, golf green repair tools, golf club covers, and golf bag covers.
FOR TOUR USE ONLY	3,136,851	August 29, 2006	IC 28. golf equipment, namely, golf putters and golf putter covers.
	3,376,961	February 5, 2008	IC 024. golf towels. IC 025. clothing, namely, jackets, shirts, hats and visors. IC 028. golf equipment, namely, golf putters, golf club head covers, golf club grips and divot tools.
SCOTTY CAMERON	3,421,373	May 6, 2008	IC 028 - Golf equipment, namely, golf bags
AP2	3,831,911	August 10, 2010	IC 028. golf clubs.
	3,831,914	August 10, 2010	IC 028.golf clubs.
TOUR RAT	4,189,312	August 14, 2012	IC 028 - Golf balls; Golf putter covers
	4,510,737	April 8, 2014	IC 025. Beanies; Belts; Golf caps; Golf shorts; Golf trousers; Hats; Polo shirts; Shirts; Sweaters; T-shirts; Ties; Vests; Visors. IC 028. Covers for golf clubs; Divot repair tools; Golf accessories, namely, holders specially adapted for holding golf ball markers; Golf accessory pouches; Golf bag covers; Golf bag tags; Golf bags with or without wheels; Golf ball markers; Golf balls; Golf club inserts; Golf putter covers; Golf putters; Golf tee bags; Golf tees; Putting practice mats.

(See Rogan Decl. [DE 6-3] ¶ 5; see also USPTO Registration [DE 1-3].) The Acushnet Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. (*See id.*)

Sumitomo Rubber Industries, Ltd. is the owner and Roger Cleveland Golf Company, Inc. is the licensee of the following trademarks (the “Cleveland Golf Marks”), which are valid and registered on the Principal Register of the USPTO:

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Class / Goods</b>
	1,306,203	November 20, 1984	IC 028. Golf Clubs
<i>Cleveland</i>	2,070,051	July 8, 2008	IC 018. carry all bags and umbrellas. IC 025. golf apparel, namely, [shirts,] caps, visors [, sweatshirts and sweater vests] IC 028. golf clubs, golf club heads, golf club shafts, golf club grips, golf bags, golf bag covers, and golf club head covers.
CLEVELAND	2,070,054	June 10, 1997	IC 018. carry all bags and umbrellas. IC 025. golf apparel, namely, shirts, caps, visors IC 028. golf clubs, golf club heads, golf club shafts, golf club grips, golf bags, golf bag covers, and golf club head covers.
	2,302,251	December 21, 1999	IC 028. Golf clubs, and golf club heads, namely, woods, irons and putters

SRIXON	2,993,532	December 16, 1997	<p>IC 025. [ knitwear for sportclothes, namely, polo shirts, T-shirts, sweat shirts, sweaters, vests, cardigans; ] Golf wear, namely, [sweaters, cardigans, polo shirts, T-shirts, vests, trousers, breeches, golf hose, sweat shirts, skirts, culottes skirts, jackets, parkas, jumpers, hats ] caps, [ sun visors, and golf shoes; rainwear, namely, raincoats, rainhats and rainjackets for golfing; tennis wear, namely, polo shirts, T-shirts, breeches, skirts, sweat shirts, sweaters, vests, trousers, culottes skirts, hats, caps, sun visors, wristbands, socks and tennis shoes; ski wear, namely, ski suits, ski pants, sweaters, gloves and ski boots ]</p> <p>IC 028. [ goods for billiards, namely, billiard balls, billiard cushions, billiard cues; goods for diving, namely, wet suits; dolls ]*Bags, namely, golf bags,* equipment for golf, especially, but not limited to, golf balls, golf clubs, [ golf tees; equipment for tennis, especially, but not limited to, tennis balls, and tennis rackets; equipment for skiing, especially, but not limited to, skis, ski poles, ski boots, and ski wax ]</p>
CLEVELAND GOLF	3,286,218	August 28, 2007	<p>IC 018. Carry all bags, duffel bags, backpacks, shoe bags for travel, and umbrellas.</p> <p>IC 024. Towels.</p> <p>IC 025. Caps, hats, visors, shirts.</p> <p>IC 028. golf clubs, golf club heads, golf club shafts, golf club grips, golf bags, golf bag covers, and golf club head covers</p>
ZIP GROOVES	3,463,468	July 8, 2008	<p>IC 028. Golf clubs and golf club heads, namely, wedges, iron-type golf clubs [ and metal wood-type golf clubs and heads ]</p>

<b>XXIO</b>	4,188,705	August 14, 2012	IC 018: Sport bags,[ boston bags, carry-on bags, gym bags, leather and imitation leather bags, suitcases, school bags, shoe bags for travel, shoulder bags, textile shopping bags, tote bags, travel bags; ]umbrellas and parasols. IC 025: [Coats; jackets; trousers; cardigans; sweaters; shirts; skirts; underwear; socks; gloves; athletic uniforms;] headwear, caps, hats;[ sport coats, sport shirts, sport stockings, sports bras, sports jackets, sports jerseys, sports pants, sports shirts, sports vests; boots for sports;] golf caps[, golf pants, golf shirts, golf skirts, golf shorts, golf trousers; golf shoes]. IC 028: Golf balls; golf clubs;[ golf gloves; ]golf bags; golf putters; golf club shafts; golf club grips; golf club heads; [golf tees; golf ball markers]
RTX	4,496,993	March 18, 2014	IC 028. golf club heads; golf clubs; wedge-type golf club heads; wedge-type golf clubs
<b>SRIXON</b>	4,625,022	October 21, 2014	IC 018. Bags for sports; shoe bags for sports; umbrellas and parasols. IC 024. Towels of textile for sports; towels of textile. IC 025. Shirts; Golf shoes; golf shirts; golf pants; golf skirts; golf trousers; golf sweaters; golf caps; golf hats; caps; headwear; visors; hats; rainwear; socks and stockings; belts being clothing; footwear. IC 028. Golf clubs; golf club shafts; golf club grips; golf club heads; golf club head covers; golf balls; golf gloves; golf bags; tennis balls; tennis rackets; cases for tennis balls; cases for tennis rackets.
<b>ROTEX_FACE</b>	4,464,535	January 14, 2014	IC 028. Golf clubs; golf club heads; golf putters

(See Gingrich Decl. [DE 6-4] ¶ 5; see also USPTO Registration [DE 1-4].) The Cleveland Golf Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. (See *id.*)



Karsten Manufacturing Corporation is the owner of the following trademarks (the “Karsten Marks”), which are valid and registered on the Principal Register of the USPTO:

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Class / Goods</b>
PING	704,552	September 20, 1960	IC 28. Golf clubs.
PING	1,632,445	January 22, 1991	IC 28. Sporting goods; namely, golf bags, golf balls, and head covers for golf clubs
<b>PING</b>	4,500,597	March 25, 2014	IC 028. Golf clubs, golf bags, head covers for golf clubs, travel covers for golf bags, golf gloves, divot repair tools, hat clips for holding golf ball markers, golf ball markers, golf balls, golf ball tees, stress relief balls for hand exercise, and weights for attachment to golf clubs for use as a golf swing aid
G400	5,297,270	September 26, 2017	IC 028. Golf clubs; Head covers for golf clubs
PING	5,316,108	October 24, 2017	IC 028. Golf club grips
G400 MAX	5,493,359	June 12, 2018	IC 028. Golf club
G410	5,722,628	April 9, 2019	IC 028. Golf clubs; Head covers for golf clubs
G410 PLUS	5,752,996	May 14, 2019	IC 028. Golf club

(See Hawken Decl. [DE 6-5] ¶ 5; see also USPTO Registration [DE 1-5].) The Karsten Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. (*See id.*)

Parsons Xtreme Golf, LLC is the owner of the following trademarks (the “PXG Marks”), which are valid and registered on the Principal Register of the USPTO:



Trademark	Registration Number	Registration Date	Class / Goods
PXG	4,779,101	July 21, 2015	IC 028. Golf equipment, namely, golf clubs, and golf club grips.
	4,779,102	July 21, 2015	IC 028. Golf equipment, namely, golf clubs, head covers for golf clubs, and golf club grips.
PXG	4,861,237	November 24, 2015	IC 028. Golf equipment, namely, golf bags, head covers for golf clubs, and golf tees.
DARKNESS	5,125,912	January 17, 2017	IC 028. Golf equipment, namely, golf clubs.
SUGAR DADDY	5,347,957	November 28, 2017	IC 028. Golf clubs.
	5,361,552	December 19, 2017	IC 028. Golf equipment, namely, golf clubs, head covers for golf clubs, golf gloves, golf ball markers, divot repair tools.
0311T	5,362,424	December 26, 2017	IC 028. Golf equipment, namely, golf clubs.
0311XF	5,362,425	December 26, 2017	IC 028. Golf equipment, namely, golf clubs
0311	5,362,426	December 26, 2017	IC 028. Golf equipment, namely, golf clubs.
0341	5,362,428	December 26, 2017	IC 028. Golf equipment, namely, golf clubs
<b>0311</b>	5,362,461	December 26, 2017	IC 028. Golf equipment, namely, golf clubs.
<b>0341</b>	5,362,464	December 26, 2017	IC 028. Golf equipment, namely, golf clubs
<b>0311T</b>	5,362,473	December 26, 2017	IC 028. Golf equipment, namely, golf clubs.
<b>0311XF</b>	5,367,458	January 2, 2018	IC 028. Golf equipment, namely, golf clubs

PXG	5,423,672	March 13, 2018	IC 028. Golf equipment, namely, golf club shafts, golf balls, golf gloves, golf ball markers, divot repair tools, and golf bag covers.
0341X	5,525,374	June 13, 2018	IC 028. Golf equipment, namely, golf clubs

(See Ho Decl. [DE 6-6] ¶ 5; *see also* USPTO Registration [DE 1-6].) The PXG Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. (*See id.*)

Plaintiffs allege that Defendants, through e-commerce stores operating via Internet marketplace platforms under their seller identification names or commercial Internet websites operating under their domain names identified on Schedule “A” (the “Seller IDs and Subject Domain Names”), have advertised, promoted, offered for sale, or sold goods bearing what Plaintiffs have determined to be counterfeits, infringements, reproductions and/or colorable imitations of the Taylor Made Golf Marks, Acushnet Marks, Cleveland Golf Marks, Karsten Marks, and PXG Marks (collectively, the “Plaintiffs’ Marks”). (*See* Strojan Decl. ¶¶ 13-15; Rogan Decl. ¶¶ 13-15; Gingrich Decl. ¶¶ 13-15; Hawken Decl. ¶¶ 13-15; Ho Decl. ¶¶ 13-15; Gigante Decl. [DE 6-6] ¶ 2; Burns Decl. [DE 6-7] ¶ 4.)

Although each Defendant may not copy and infringe each of Plaintiffs’ Marks for each category of goods protected, Plaintiffs have submitted sufficient evidence showing that each Defendant has infringed, at least, one or more of Plaintiffs Marks. (*See* Strojan Decl. ¶¶ 13-15; Rogan Decl. ¶¶ 13-15; Gingrich Decl. ¶¶ 13-15; Hawken Decl. ¶¶ 13-15; Ho Decl. ¶¶ 13-15.) Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of Plaintiffs’ Marks. (*See id.* ¶ 11.)

Plaintiffs’ counsel retained Invisible Inc (“Invisible”), a licensed private investigative firm, to investigate the promotion and sale of counterfeit and infringing versions of Plaintiffs’ 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 Plaintiffs’ branded merchandise through the Seller IDs and Subject Domain Names. (*See* Strojan Decl. ¶ 12; Rogan Decl. ¶ 12; Gingrich Decl. ¶ 12; Hawken Decl. ¶ 12; Ho Decl. ¶ 12; Gigante Decl. ¶ 2; Burns Decl. ¶ 3.) Invisible accessed the e-commerce stores and commercial websites operating under Defendants’ Seller IDs and Subject Domain Names. Then Invisible placed orders from each Defendant for the purchase of various products – all bearing counterfeits of at least one of Plaintiffs’ Marks at issue in this action – and requested that each product be shipped to addresses in the Southern District of Florida. (*See* Burns Decl. ¶ 4.)

Following submission of the orders, Invisible finalized payment<sup>1</sup> for the products ordered from Defendants to Defendants’ respective payment accounts and/or payee<sup>2</sup> which are identified

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<sup>1</sup> Invisible was instructed not to transmit the funds to finalize the sale for the orders from Defendant Numbers 23-195, so as to avoid adding additional money to Defendants’ coffers. (*See* Gigante Decl. ¶ 2, n.1; Burns Decl. ¶ 4, n.1.).

<sup>2</sup> Defendant Numbers 1-155 operate via the non-party e-commerce marketplace platform, Wish.com, which is operated by ContextLogic Inc. The payee for the orders placed from Defendants’ Wish.com Seller IDs identifies “PayPal \*Wish,” which is the aggregate PayPal account for purchases made Wish.com. (*See* Burns Decl. ¶ 4 n.2; Gigante Decl. ¶ 4.)

Defendant Numbers 156-175 operate via the non-party e-commerce marketplace platform Joom.com, which is operated by SIA Joom. The payee for the orders placed from Defendants’ Joom.com Seller IDs identifies “Joom USA Inc,” which is the aggregate PayPal account for purchases made via Joom.com. (*See* Burns Decl. ¶ 4 n.2; Gigante Decl. ¶ 5.)

Defendant Numbers 176-205 operate via the non-party Internet marketplace platform, AliExpress.com, and have their payments processed on their behalf using Alipay. Alipay accepts and processes payments on behalf of its individual merchants, and can tie a particular Seller ID and/or store number to a reported transaction and identify the merchant’s funds held in sub-accounts within its aggregate account. Additionally, Defendant Numbers 195-197 and 202-205 use money transfer and retention services with PayPal as an alternative payment method. (*See* Burns Decl. ¶ 4 n.2; Gigante Decl. ¶ 6.)

Defendant Numbers 206-221 use money transfer and retention services with PayPal, Inc. Further, upon completion of Invisible’s purchase from Defendant Number 218, no PayPal e-mail account

on Schedule “A” hereto.<sup>3</sup> (*Id.*) At the conclusion of the process, the detailed web page captures and images of products offered for sale and ordered by Invisible from Defendants were sent to Plaintiffs’ representatives for review. (*See* Strojan Decl. ¶ 13; Rogan Decl. ¶ 13; Gingrich Decl. ¶ 13; Hawken Decl. ¶ 13; Ho Decl. ¶ 13; Gigante Decl. ¶ 2; Burns Decl. ¶ 4.) Plaintiffs’ representatives reviewed and visually inspected the various products and determined the products were non-genuine versions of Plaintiffs’ products. (*See* Strojan Decl. ¶¶ 13-15; Rogan Decl. ¶¶ 13-15; Gingrich Decl. ¶¶ 13-15; Hawken Decl. ¶¶ 13-15; Ho Decl. ¶¶ 13-15.)

On March 3, 2020, Plaintiffs filed their Complaint [DE 1] against Defendants for federal trademark counterfeiting and infringement, false designation of origin, common law unfair competition, and common law trademark infringement. On March 6, 2020, Plaintiffs filed their *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets [DE 6]. On April 9, 2020, this Court entered an Order Granting *Ex Parte* Application for Entry of Temporary Restraining Order (the “TRO”) and temporarily restrained Defendants from infringing Plaintiffs’ Marks at issue and restrained funds in the payment accounts associated with the Defendants. On April 13, 2020, this Court entered a Sealed Notice of Resetting Hearing. Pursuant to the Court’s April 9, 2020 TRO, Plaintiffs properly served Defendants with a copy of the Complaint, the Court’s April 9, 2020 TRO and April 13, 2020 Notice, and other filings in this matter. On April 23, 2020, the Court conducted a hearing on Plaintiffs’ Motion, at which only counsel for Plaintiffs was in attendance

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was provided on the transaction page. However, PayPal, Inc. is able to identify a PayPal account using the Transaction ID. (*See* Burns Decl. ¶ 4 n.2.)

<sup>3</sup> Additional contact email addresses for Defendant Numbers 194 (sales@golfsalesnow.com), 202 (297025451@qq.com), 216 (sales@golfsalesnow.com), and 220 (sales@miugolf.com) are also identified on Schedule “A” hereto. (*See* Burns Decl. ¶ 4 n.3.)

## **II. LEGAL STANDARD**

To obtain a preliminary injunction, a party must demonstrate “(1) 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 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. DISCUSSION**

Based on declarations submitted in support of Plaintiffs’ Motion, the Court concludes that 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 goods bearing counterfeits, reproductions, or colorable imitations of Plaintiffs’ Marks, and that the products Defendants are selling and promoting for sale are copies of Plaintiffs’ products that bear copies of Plaintiffs’ Marks. The infringement of Plaintiffs’ Marks will likely cause Plaintiffs’ to suffer immediate and irreparable injury if a preliminary injunction is not granted. The following specific facts, as set forth in Plaintiffs’ Complaint, Motion, and accompanying declarations, demonstrate 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 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 Plaintiffs’ rights; and

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

The 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 reputations, and their goodwill as manufacturers and distributors of quality products, if such relief is not issued. The public interest favors issuance of the preliminary injunction to protect Plaintiffs' trademark interests and protect the public from being defrauded by the palming off of counterfeit goods as Plaintiffs' genuine goods. Further, 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 goods bearing counterfeits and infringements of Plaintiffs' Marks. *See Levi Strauss & Co. v. Sunrise Int'l Trading Inc.*, 51 F.3d 982, 987 (11th Cir. 1995); *Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 558–63 (9th Cir. 1992). 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 Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless those assets are restrained.

Accordingly, it is

**ORDERED** that Plaintiffs' Motion for Preliminary Injunction [DE 6] is **GRANTED** according to the terms set forth 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 until further Order of this Court:

- 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 and/or using Plaintiffs' 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 Plaintiffs' 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 Plaintiffs' 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 Plaintiffs' 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 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 Seller IDs and Subject Domain Names and shall take all steps necessary to retrieve computer files relating to the use of 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, Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform ("AliExpress"), Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. ("Ant Financial Services"), Alipay (China) Internet Technology Co. Ltd. and Alipay.com Co., Ltd. (collectively, "Alipay"), Worldpay US, Inc. ("Worldpay"), ContextLogic, Inc., which operates the Wish.com website ("ContextLogic"), SIA Joom, which operates the Joom.com platform ("Joom"), and PayPal, Inc. ("PayPal"), 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 all financial institutions, payment processors, banks, escrow services, money transmitters, and/or marketplace platforms, including but not limited to AliExpress, Ant Financial Services, Alipay, Worldpay, ContextLogic, Joom, and PayPal, and their related companies and affiliates, shall, to the extent not already done, provide Plaintiffs' 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, AliExpress, Ant Financial Services, Alipay, Worldpay, ContextLogic, Joom, and PayPal, 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;

(8) 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;

(9) 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,

websites, domain names, or financial accounts which are being used by Defendants for the purpose of counterfeiting Plaintiffs' Marks and/or unfairly competing with Plaintiffs;

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

(11) 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 website, financial institution, including but not limited to, including but not limited to, AliExpress, Alipay, ContextLogic, Joom, PayPal, and eBay.com, and their related companies and affiliates shall, at Plaintiffs' request, provide Plaintiffs' counsel with any e-mail address known to be associated with Defendants' respective Seller IDs;

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

**DONE AND ORDERED** in Fort Lauderdale, Florida, this 23<sup>rd</sup> day of April, 2020.



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**RODNEY SMITH**  
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record

**SCHEDULE "A"**  
**DEFENDANTS BY NUMBER, SELLER ID, SUBJECT DOMAIN NAME,  
STORE NUMBER, ASSOCIATED PAYMENT ACCOUNT AND ADDITIONAL E-MAIL**

<b>Defendant Number</b>	<b>Defendant / Seller ID / Subject Domain Name</b>	<b>Store Number</b>	<b>Payment Account / Additional E-mail Address</b>
1	TATATADBG	5acc82081b98df74f444ee61	
2	Supersonic E-commerce Ltd	56efbbb0ebdaac30d3833099	
3	vtdkjghk	5d8b78320f02886e83f37509	
4	Ftribe	579ee54a22d7310f855c6969	
5	I ONLY SELL GOOD STUFF	5d4a6ffc22f30136bd99b5cb	
6	jameshop2	5979ad0d15da074bf7bbf8b1	
7	NANHAI666	5b386a44dce0401fa11b7b58	
8	Patisa	5ab1e702823a3e079798900f	
9	Qinmu	5ac5e163b722cf1bd7f40bc1	
10	Sport Bluetooth Headset	5ca31b199f84ef3325a0a04c	
11	stars in the ocean	5afd0ba3dce7e525b87154eb	
12	Super Watermelon	58afcbdb01b7d9505766629b	
13	suzhihuayan	5ae414682fbbdc0572ba8520	
14	tfntz1	5b0942642c3c1d7bec507a1a	
15	xiangwanggang	5b07e45d2c3c1d1c19d0942c	
16	kevin2008	5964c685a26f6e7082570fcb	
17	No.19 Store	58317673f327591b6fb6ee5a	
18	zfyouth0104	5a38a6a595646e4d7f5dcd86	
19	Easyboom	5ad588d2823a3e469fac9b21	
20	feixiangniao	5b8a47047e35a270158c456e	
21	lucy jiayu	5d3fbbe68388973a7113cccd	
22	zipingmama	5b8cacf37be5992262057b56	
23	200 thousand one	5b929b9bddd79d3f136c1520	
24	5 Star Top Store	58aab09413ceee502d30620a	
25	Aaronw	566799b4f30fb130c94a511e	
26	Abracadabra's Shop	58aaaa3385391350e047e340	
27	Alien's Fashion Store	579705b321933e088e04bb60	
28	amazing date store	58a99055a7a80b6f51ecdc0b	
29	An umbrella for you	5affd0accfb44a6c164888e9	
30	Anlanyu	5a01bf617b584e451f3c3abc	
31	await suce	5b9f3f41d357526369915151	
32	aygxyyouth0106	5aa1f41d2fbbdc2564750876	
33	aygxyyouth0108	5aa20062ddf45b1ae7a4ce1b	
34	babadous	5799ed6a2b61d643e3c562ae	

35	baobaoxiaomeifa	5aa91942c3911a068972b9c1	
36	Carmen P.	58d77ab3310f19537bbe80f6	
37	cheongsam	5972fa20866f281af199bae8	
38	czyouth0133	59ddc2d7ef7b8979a887f300	
39	czyouth0234	59e999023eb22a5636297f4d	
40	dhyyouth0103	5a03ff3b0f193f5c8f2f6ef2	
41	dhyyouth0138	5a03fc64ddda8c4c2ff1e20e	
42	dinglingling	58b6b18082c4455060ac109a	
43	djklxdhjk	5ad996a5ccf0c8665436585b	
44	Dream Maker 2017	583fae6f96a74e4c8cc154aa	
45	Finenglilys	5b8a19bd7e35a262e48c50b2	
46	Forging Master	56627645bcf1802405a97c9d	
47	friendlyhouse	566fc54d3a698c7e354d46a3	
48	GK Fashion	57d24adfff06cb2d75db11a6	
49	gooshelly	57a04a3e0f569936f0be1308	
50	Green Bamboo Grove Hotel Articles	5b4af69314f3354213a7f5aa	
51	GSLs	5abd970b22fad71d2e32e4ea	
52	here is shop	566254ac2e0c3e2411d1ccb4	
53	Hey Ian	56c70d61b7e25413742d4346	
54	Hogwarts School	58cf827d9225295056b21a49	
55	jetsun5022	5b6a9960b54eb621bae58d60	
56	jiaxuechao	5b2c6f96337afb4ac77f7dd8	
57	jinhonglongfang	5b0a3000c258692f82ffba3d	
58	kangfei	5b87d981a3b4ea1779c89dbb	
59	kekayigui	5af1155c5560e01ce1fa5645	
60	King Cover Tiger	58ad2ee008de0c6e019d97b1	
61	Lancy cui	5ac19a75a6bf7a0568ef7a57	
62	Lbaodan	5c8c5fdb3d2ce13191b8ad87	
63	leaderHC	5b8b79f69996c87b299c1e52	
64	Left the shop	5ac76c2bc989495b9ec44ef9	
65	LIJIANZ	5aafdb98972233590b43442f	
66	Linda oven	5d510ddc933fb16bf0bb1e33	
67	linhanhan	595479849579d83a22c28355	
68	liuliul	5b8937716cff996825d949d1	
69	LLLoottesy	5d41478f0ff7f947c0e24d61	
70	longchenc	5b304d900f19c5190cc329dd	
71	LUCKAA	5d4285e270327a66411eec25	
72	Millionaire Agel Ecommerce Ltd	55efd7de655d3b427fa66340	

73	Miss pudding Agel Ecommerce Ltd	565a970a4a29f91c477104ea	
74	Mother huang	5922a575fc9cce6d5cb43a51	
75	Mozart	55fa8ae77575fb52d0a2efaf	
76	My Trend Fashion	57b6ada1b9acf507cd503cd1	
77	MY Vogue Store	57b30ecdc7b88f18e4e898f7	
78	nightstreet	582579c9a6e3f048a5a0a2df	
79	Ningbo Millionaire Network Technology Co., Ltd.	591aa2f971a2f219d7083620	
80	ningbo outsell	55779ab53cef831e02f69412	
81	ningboshangbang	57a84c8683326770a3801643	
82	ningzhongxiang654321	5af2a0c04327d118dbd63e74	
83	pipixiadeai	5adeb9fa421595351d87dea4	
84	popaduda	57c95630c5f14b1ffca4c744	
85	Powerful my brother	58be8b7e6e114a50fc10c237	
86	QVying	5b4c43a076cbe7226fd49ef0	
87	qwerta	59489af3591b3f2cc7048016	
88	renxingbenshan	5b7a2c73fbcfde166a3e61d3	
89	Richman Electronic commerce co., LTD	55efe2f03a698c22f7316812	
90	ruanzhenxia	5aa4eb3640626a42b026fab8	
91	Running Go Go Go	58b90d4757159f510d51c46b	
92	Samdigeolove	5aa0cfe7b722cf6e49381494	
93	sanfori_003	5d3d5a8be13a7e141cf35c01	
94	shalaxiyashishangnvzhuangdian	5b21e3a47752c81d46b5d79e	
95	shaoyong	5a9e4bd028a2b31210fe8242	
96	ShiningStaring	59cb08a58ee78d5b5f4cfaaf	
97	Sports Lovers From Afar	5cedf85ccf7af630cfe1ba2a	
98	Sports station	5934dcc483eb5538469e11a6	
99	sssszhiyuan	5b8e2a34fdcedd1993ecb977	
100	TOTFASHION	57e62cf006036b63aada02f1	
101	UFO SHOP1	584924f324aff94cd7084ab5	
102	uwioncy	5b9261b31e174e25d91205f6	
103	Vivianl	57bffb7d4b56d62350910e1d	
104	vt91xnm	5ac1b775b722cf6dc12962a7	
105	Walk into your heart Shop	5cd643e1111095038e3023cf	
106	wangdongyang987	5abb6239b722cf6c270fbc3a	
107	Wangxiningsi	5acdc249a6f62e108e20c9e8	
108	wangyuming7864	5aba157eaac71f44ab920b8e	

109	Wenzhou Jiangnan Leather Factory	58355998728de6185ec2bc2d	
110	xiejian8	5b061d3f80e9f71979229874	
111	xinyizips	5b0a15d7cdd39a16f89b86d0	
112	XUELINhardworking	5aebd76f3b527c613637c673	
113	xwhxixi	58cb84bf99cb236a955ee594	
114	YANGYANGSH	5b87ba536cff9921bb86e51b	
115	You Favorite Fashion	57ac4644663fcd1892733bc6	
116	yuhuai	5d4faf967edfad21000a734b	
117	Yyh	571b084891aaa15b08dccd52	
118	zgszyouth0110	59f29be837f9f85fcdc55a7f	
119	Zhang Liangbin's shop	5acd71389722332d1975ac73	
120	zhangdiqrs	5b840d3456f6fd1a8d0c9ad2	
121	zjjryouth0166	59ddd285b2d3eb7176b52126	
122	ABDC	58aa658221bbe75186ec1ca2	
123	BAODANFU	5b6bbd49a12c8429a9e9f397	
124	castle E-commerce	565d5d50675dec39fc92d271	
125	czyouth0126	59ddc2fdd87bf13c0f3e295a	
126	fgxunfsao546fasd	5ae4236dc2c892188a469173	
127	funnycushion	5797135b141f7e7f794958c2	
128	Gyroscope	58fb3d80c509bf4bf8097d7b	
129	hansongtiaoliao	5b025c62eb411319e771bf9d	
130	HGJNBK	5d410ed570327a1c7900f54e	
131	lujianjun	5d5dd5291d86292dcd231622	
132	maoshanwang	57e6281886390902ab8652c2	
133	nimengfu	5b4871bdecca4d3b25db80c2	
134	pickhimup	589d56d23205e1583d3aeb39	
135	sunyuting	58de51d7f7f46352f59f0d3d	
136	afriansports	5d8ad09d0535554a481e2932	
137	Boucheron	5d7895187034ab4e12f32881	
138	gvvfff1	5aee95401c250003bdfbe734	
139	hong cheng golf	5b6fb51dcfde143945d70987	
140	Luoqun8502	5dfc9d243aff1115074f43c7	
141	luxuryed	58c2a704ae99c6512e8d8f05	
142	Maliye Mutuoheti	5e008a7dbd71d407802eee34	
143	qintiansedgf3	5addb0c4ccf0c806beca8049	
144	Xingyunfish Babyclothes	5e0080072092c4748840756d	
145	zgszyouth0109	59f2a103448a5260dee5a23e	
146	Canales	5d01ec8060a5fa03ec24580b	
147	lingjiaxiaodian	5b3dc4010b220e1520bce766	

148	wuxingolf	5c57dad8be4db069766745f	
149	Big Head33	58abd6dd8ae5be50ee924418	
150	mmoyanjingpu	5b39cd3b47162f15de766600	
151	molidong	5791afa7eaa14d63afb71846	
152	suyansy121	5b72536759030b203b8b8d38	
153	xiaorongying	5cf5f055c425452b3297e734	
154	zhouyangsh	5a418fc595646e0be28653ce	
155	zyhyouth0102	5b1e47e4daac45276beb91c7	
156	Cr-Store	5ca30abd1436d4030167cba3	
157	FLWContest	5af005688b4513038346e739	
158	Golf flagship store	5d393c048b4513030100e000	
159	Leonardo da Vinci	5af03aad1436d40316f101c6	
160	Moon-nooM	5baae4e1436d40362886aad	
161	Pet-Baby	5c9a0d476ecda80301555955	
162	Popular toy store	5b70da2f8b451303a2fc6a61	
163	RRR-DaMAI	5c5248b38b2c3703011c4ea0	
164	RU.AOLUNDO	5c9860546ecda80301b0471d	
165	Silly yee	5ba0a3de8b4513037770e77a	
166	Small Decoration	5af657098b2c370319407d00	
167	Style Trend	5b6cef558b2c3703bfd8d596	
168	Super Grocery Store	5ba0a4501436d4032e1da52b	
169	women fashion style shoes	5bac40788b4513038f406fc3	
170	Alley oop	5b97310a8b4513030772db5c	
171	RRR-Jchewang	5c5249b328fc71030101ff8e	
172	FQQ	5cb5a0021436d40301040054	
173	haleyhaley	5ba0a1e38b2c3703eb7cef43	
174	Outdoor sporting goods store	5b70d9658b451303a2fc6703	
175	Women All Bags	5bac46f91436d4033bd99be4	
176	Champkey Global Technologies Store	2663117	
177	Duncansports Store	5078045	
178	HCgolf2019 Store	5067258	
179	XLD Store	5373036	
180	BYAVE Store	5384123	
181	Canales Store	5064198	
182	Floor price Store	5233012	
183	HongChengSports Store	5255185	
184	Hosskey Store	4529016	
185	Mutually beneficial Store	5307002	
186	Shop5252180 Store	5252180	

187	Summitgolf Store	5415029	
188	supergolf Store	3515005	
189	wuxingolf Store	5205010	
190	xinghegolf Store	5383117	
191	ZXZGOLF Store	4990112	golfoso@outlook.com
192	Fun shopping8899 Store	4303047	
193	GemDragonsports Store	5072189	
194	Patteraless GolfSports Store	4866176	
195	hongchenggolf Store	5051055	hcgolf12@126.com
196	KXG Official Store	4701116	daiyuan27@126.com
196	datang dragon Official Store	1198511	daiyuan27@126.com
196	GENERAL Official Store	4698042	daiyuan27@126.com
197	Shenzhen fashion supplies import and export co., LTD	1488314	chshm119@126.com
198	GREEN SEA SHOP Store	2729002	
199	Ilovegolf Store	5001119	
200	Jarry Grip Store	2343153	
201	VICKY G GolfSports Store	4426035	
202	PGM Store	1330216	m18903777183_3@163.com 297025451@qq.com
203	Geoleap golfgrips Store	4652147	376788101@qq.com
203	Internation golfgrips factory Store	3476016	376788101@qq.com
204	Yf Factory Two Store	4688122	773292063@qq.com
205	The grips Store	3859076	2374272678@qq.com
206	caketopper88		ysk841230@163.com
207	baixuebing2035		tfeo1694@163.com mhtsmipw@163.com
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209	haofei2034		tianyujiengk5@163.com
210	j98i11		kocw8613@163.com
211	kk100_golf		KK100-golf@hotmail.com
212	sexyshop2009		sniper_2009@outlook.com
213	shucha4192		shucha419@163.com
214	56golf-sales		moinancy04@msn.com
215	huangfengxian2011		famc8805@163.com
216	hxyhoo		topmart@aliyun.com
217	mki989i		jcip8528@163.com
218	vgolight		9ET263347W062960X
219	gripsmarket.com		2374272678@qq.com



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