

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

Case No. 20-cv-61916-BLOOM/Valle

APPLE CORPS LIMITED and SUBAFILMS
LIMITED,

Plaintiffs,

v.

BAGANIMOBIL, et al.,

Defendants.

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

THIS CAUSE is before the Court upon Plaintiffs' Motion for Preliminary Injunction ("Motion"), ECF No. [9]. The Court has carefully considered the Motion, the record in this case, and the applicable law, and is otherwise fully advised.

By the instant Motion, Plaintiffs, Apple Corps Limited and Subafilms Limited (collectively "Plaintiffs"), move for entry of a preliminary injunction against Defendants,¹ for alleged violations of the Lanham Act, 15 U.S.C. §§ 1114 and 1125(a). The Court held a hearing by video conference on October 13, 2020, which was attended by counsel for Plaintiffs only. During the hearing, Plaintiffs directed the Court to evidence supporting the Motion for Preliminary Injunction. Prior to the hearing, Plaintiffs notified the Court that it had received an email inquiry from Defendant Number 18² to which Plaintiffs provided notice of the hearing and

¹ Defendants are the Individuals, Partnerships, and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants").

² Plaintiffs' counsel was also contacted via email by attorneys based in the United States and China regarding a possible resolution of the matter on behalf of Defendant Numbers 15, 18, 19, 35, 37, 38, 40, 45, 47, 51, 53, 54, 60, 62, 63, 65, 70, 81, 82, 83, 87, 89, 91, 94, and 95, ECF No. [24], at n.1.

Defendants' rights to file answers in response to Plaintiffs' claims. Other email communications were received but were in the context of attempting to resolve the case and were not objections to the issuance of a preliminary injunction. None of the Defendants formally responded to the Motion, nor have they made any appearance or filing in this case, other than the above-mentioned emails, either individually or through counsel. Because Plaintiffs have satisfied the requirements for the issuance of a preliminary injunction, the Court grants the Motion.

I. FACTUAL BACKGROUND³

Plaintiff, Apple Corps Limited, 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 "BEATLES Marks"):

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
THE BEATLES	1,752,120	February 16, 1993	IC 025 - Headwear, sweatshirts, t-shirts, shirts. IC 026 - Belt buckles.
BEATLES	3,680,063	September 8, 2009	IC 006 – Key rings and key chains. IC 026 – Ornamental buckles for clothing.
BEATLES	4,373,956	July 30, 2013	IC 009 - Decorative refrigerator magnets; computer keyboard accessories,

However, counsel or Defendants have not entered any formal appearance or filed any response with the Court as of this date.

³ The factual background is taken from Plaintiffs' Complaint, ECF No. [1], Plaintiffs' Motion, ECF No. [9], and supporting evidentiary submissions. Plaintiffs filed declarations and exhibits annexed thereto in support of their Motion. The declarations are available in the docket at the following entries: Declaration of Paul Cole, ECF No. [9-1], Declaration of Stephen M. Gaffigan, ECF No. [9-2], and Declaration of Kathleen Burns, ECF No. [9-3].

			<p>namely mouse pads and wrist rests in the form of pads for use with computers; telephone apparatus, namely, telephones; telephone receivers, telephone answering machines, mobile telephones; cases for mobile telephones; cell phone covers; covers for mobile telephones, namely, fitted plastic films known as skins for covering and protecting electronic apparatus in the nature of mobile telephones; straps for mobile telephones; telephone call indicator lights and electro-mechanical shakers for detecting and signaling incoming telephone calls; mechanical and electric egg timers; boxes and cases specially adapted for holding audio cassettes, video cassettes, gramophone records, audio compact discs, audio mini discs, video discs, and interactive compact discs or cd-roms.</p> <p>IC 014 - Jewelry; horological and chronometric instruments, namely, watches and clocks; cuff links, bracelets, pendants, medallions, trinkets being jewelry, charms being jewelry, ornamental pins.</p> <p>IC 015 – Musical instruments.</p> <p>IC 018 - Luggage, clutch bags, rucksacks, backpacks, umbrellas; bags, namely, handbags, shoulder bags, all-purpose sports bags, carry-on flight bags, suitcases, school bags, satchels, gym bags, tote bags, textile shopping bags.</p> <p>IC 025 - Footwear and headgear, namely, hats and caps; clothing, namely, shirts, polo shirts, t-shirts, sweatshirts; jackets,</p>
--	--	--	---

			coats; scarves; neck-ties; socks; long-sleeved shirts and long sleeved t-shirts; fleece tops; thermal tops; jerseys; tank tops; swim wear; slippers; cloth babies' bibs.
--	--	--	--

See Declaration of Paul Cole, ECF No. [9-1], at 4-5; ECF No. [1-2] (containing Certificates of Registrations for the BEATLES Marks at issue). The BEATLES Marks are used in connection with the manufacture and distribution of quality goods in the categories identified above. See Declaration of Paul Cole, ECF No. [9-1], at 4-5.

Plaintiff, Subafilms Limited, is the owner of the following trademark which is valid and registered on the Principal Register of the United States Patent and Trademark Office (the “YELLOW SUBMARINE Mark”):

Trademark	Registration Number	Registration Date	Class(es) / Good(s)
YELLOW SUBMARINE	3,328,170	November 6, 2007	IC 025 - Shirts; polo shirts; t-shirts; long-sleeved shirts and long-sleeved t-shirts; sweatshirts; jackets; pullovers; vests; scarves; neck-ties; hats; caps; sock; thermal tops; jerseys; sweaters; tank tops; pajamas; clothing for toddlers, infants and babies namely, one piece garments for infants and toddlers, sleep suits, t-shirts and long-sleeved t-shirts.

See Declaration of Paul Cole, ECF No. [9-1], at 10-11; ECF No. [1-3] (containing Certificate of Registration for the YELLOW SUBMARINE Mark at issue). The YELLOW SUBMARINE Mark is used in connection with the manufacture and distribution of quality goods in the category identified above. See Declaration of Paul Cole, ECF No. [9-1], at 10-11.

Defendants, by operating commercial Internet websites and Internet based e-commerce stores operating under Defendants' respective domain names and seller identification names identified on Schedule "A" hereto (the "Subject Domain Names and Seller IDs"), have advertised, promoted, offered for sale, or sold goods bearing and/or using what Plaintiffs have determined to be counterfeits, infringements, reproductions or colorable imitations of the BEATLES Marks and/or the YELLOW SUBMARINE Mark (collectively "Plaintiffs' Marks"). See Declaration of Paul Cole, ECF No. [9-1], at 16-20; Declaration of Stephen M. Gaffigan, ECF No. [9-2], at 2; Declaration of Kathleen Burns, ECF No. [9-3], at 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 each Defendant has infringed, at least, one or more of Plaintiffs' Marks. See Declaration of Paul Cole, ECF No. [9-1], at 16-23. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, and/or colorable imitations of Plaintiffs' Marks. See Declaration of Paul Cole, ECF No. [9-1], at 16, 18-20, 23.

Counsel for Plaintiffs 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 products. See Declaration of Paul Cole, ECF No. [9-1], at 17; Declaration of Stephen M. Gaffigan, ECF No. [9-2], at 2; Declaration of Kathleen Burns, ECF No. [9-3], at 3. Invisible accessed the Internet websites and Internet based e-commerce stores operating under the Subject Domain Names and Seller IDs and placed orders from each Defendant for the purchase of various products, all

bearing⁴ and/or using counterfeits of, at least, one of Plaintiffs' trademarks at issue in this action, and requested each product to be shipped to Invisible's address in the Southern District of Florida. See Declaration of Kathleen Burns, ECF No. [9-3], at 4. Each order was processed entirely online, and following the submission of the orders, Invisible received information for finalizing payment⁵ for the various products ordered via Amazon Payments, Inc.,⁶ via DHpay.com,⁷ via PayPal, Inc. ("PayPal")⁸ to Defendants' respective PayPal accounts and/or via Defendants' respective payee,⁹ which are identified on Schedule "A" hereto.¹⁰ (See id.) At the

⁴ A certain Defendant blurred-out and/or physically altered the images of Plaintiffs' Marks on the product being offered for sale via its e-commerce store. The product Invisible received from this Defendant bears Plaintiffs' Marks in their entirety. (See Burns Decl. ¶ 4, n.1.)

⁵ Invisible was instructed not to transmit the funds to finalize the sale for the orders from some of the Defendants so as to avoid adding additional funds to Defendants' coffers. (See Gaffigan Decl. ¶ 2, n.1; Burns Decl. ¶ 4, n.2.)

⁶ Defendant Numbers 3-9 operate via the non-party Internet platform Amazon.com. Amazon allows Defendants to conduct their commercial transactions privately via Amazon's payment processing and retention service, Amazon Payments, Inc. As such, Defendants' payment information is not publicly disclosed, but Amazon Payments, Inc. has the ability to identify and restrain the payment accounts using a seller's unique seller identification number. (See Gaffigan Decl. ¶ 5; Burns Decl. ¶ 4, n.3.)

⁷ Defendant Number 10 uses the non-party Internet platform DHgate.com, which processes its payments via the third-party platform, DHpay.com. The DHgate.com and DHpay.com platforms are operated by the Dunhuang Group, who utilizes Camel FinTech Inc to process transactions and deal with refunds and chargebacks on behalf of DHgate.com to its customers. (See Burns Decl. ¶ 4, n.4; Gaffigan Decl. ¶ 6.)

⁸ Defendant Numbers 1-2 and 11-36 use money transfer and retention services with PayPal. Upon completion of Invisible's purchases from Defendant Numbers 13, 15, 26 and 35 operating via eBay.com, Invisible discovered that the PayPal receipts received did not identify the Defendants' PayPal financial accounts in the form of an e-mail address. However, the receipts identify the Transaction Identification Number ("Transaction ID") for the purchase made from each Defendant's Seller IDs, and PayPal is able to identify a PayPal account using the Transaction ID. (See Burns Decl. ¶ 4, n.5.)

⁹ The payee for the orders placed from Defendant Numbers 37-98 identifies "Joom USA Inc," which is the aggregate PayPal account for purchases made via Joom.com. (See Burns Decl. ¶ 4 n.6; Gaffigan Decl. ¶ 8.) The Joom.com platform itself is not the ultimate merchant, but it can tie a particular Seller ID using the seller's unique merchant identification number to a reported transaction and identify the merchant's funds held within the aggregate account. (See Gaffigan Decl. ¶ 8.)

The payee for the orders placed from Defendant Numbers 99-102's Wish.com Seller IDs identifies "PayPal *Wish," which is the aggregate PayPal account for purchases made Wish.com. (See Burns Decl.

conclusion of the process, the detailed web page captures¹¹ and images of the various Plaintiffs' branded products ordered via Defendants' Subject Domain Names and Seller IDs,¹² together with photographs of one of the products received, were sent to Plaintiffs' representative, Paul Cole, for inspection. See Declaration of Paul Cole, ECF No. [9-1], at 18; Declaration of Stephen M. Gaffigan, ECF No. [9-2], at 2.

Plaintiffs' representative reviewed and visually inspected the detailed web page captures and photographs reflecting Plaintiffs' branded products Invisible ordered from Defendants through the Internet websites and Internet based e-commerce stores operating under their respective Subject Domain Names and Sellers IDs, and determined the products were not genuine versions of Plaintiffs' goods. See Declaration of Paul Cole, ECF No. [9-1], at 18-20.

On September 21, 2020, Plaintiffs filed their Complaint, ECF No. [1], against Defendants for trademark counterfeiting and infringement, false designation of origin, common law unfair competition, and common law trademark infringement. On September 22, 2020, Plaintiffs filed their Ex Parte Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets, ECF No. [9]. On September 23, 2020, this Court entered a sealed Temporary Restraining Order, ECF No. [11], and temporarily restrained

¶ 4 n.6; Gaffigan Decl. ¶ 9.) The Wish.com platform itself is not the ultimate merchant, but it can tie a particular Seller ID using the seller's unique merchant identification number to a reported transaction and identify the merchant's funds held within the aggregate account. (See Gaffigan Decl. ¶ 9.)

¹⁰ Defendant Numbers 1-2 also provided contact e-mail addresses in connection with their Subject Domain Names, which are included on Schedule "A" hereto. (See Burns Decl. ¶ 4 n.7.)

¹¹ The web pages captured and downloaded by Plaintiffs' counsel's office, Stephen M. Gaffigan, P.A., identifying the Seller Identification Number, Store Name and/or Store Number for certain Defendants are included in Comp. Exs. "2," "5" and "6" to the Burns Decl.

¹² Certain Defendants changed their seller identification names during the preparation and filing of the Application for Temporary Restraining Order in this case. These Defendants, together with their alias seller identification names are identified on Schedule "A" to the Application for Temporary Restraining Order.

Defendants from infringing Plaintiffs' Marks at issue. The Temporary Restraining Order also directed Amazon Payments, Inc. ("Amazon"), Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc., PayPal, Inc. ("PayPal"), SIA Joom, which operates the Joom.com platform ("Joom"), and ContextLogic, Inc., which operates the Wish.com website ("ContextLogic"), to identify and restrain funds in payment accounts associated with Defendants and to divert those funds to a holding account. Pursuant to the Court's September 23, 2020 Order, Plaintiffs served Defendants with a copy of the Complaint together with copies of the Ex Parte Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets, and the Court's September 23, 2020 Temporary Restraining Order, thereby providing notice and copies of the September 23, 2020 Temporary Restraining Order and Plaintiffs' Ex Parte Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets via email to each Defendant's corresponding email/online contact form, and by posting copies of the Temporary Restraining Order and all other pleadings and documents on file in this action on the website located at <http://servingnotice.com/artfr4/index.html>. Thereafter, Certificates of Service were filed confirming service on each Defendant, ECF Nos. [20] and [21].

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 the entry of the relief would serve the public interest." *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005); *see also Levi Strauss & Co. v. Sunrise Int'l. Trading Inc.*, 51 F. 3d 982, 985 (11th Cir. 1995).

III. ANALYSIS

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

A. Plaintiffs have a strong probability of proving at trial that consumers are likely to be confused by Defendants' advertisement, promotion, sales, offer for sale, and/or distribution of goods bearing and/or using 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;

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

1. Defendants own or control Internet websites and Internet based e-commerce stores operating under their Subject Domain Names and Seller IDs which advertise, promote, offer for sale, and sell products bearing and/or using 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' trademarks will appear in the marketplace; that consumers are likely to be misled, confused, and disappointed by the quality of these products; and that Plaintiffs may suffer loss of sales for their genuine products.

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

by the potential harm to Plaintiffs, their respective reputations, and their goodwill as manufacturers and distributors of quality products, if such relief is not issued.

D. 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.

E. Under 15 U.S.C. § 1117(a), Plaintiffs may be entitled to recover, as an equitable remedy, the illegal profits gained through Defendants' distribution and sales of goods bearing and/or using counterfeits and infringements of Plaintiffs' Marks. See *Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) (quoting *Fuller Brush 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.*, 51 F.3d at 987 (11th Cir. 1995) (citing *Federal Trade Commission v. United States Oil and Gas Corp.*, 748 F.2d 1431, 1433-34 (11th Cir. 1984)); and

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

IV. CONCLUSION

Accordingly, it is **ORDERED AND ADJUDGED** that Plaintiffs' Motion, **ECF No. [9]**, is **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 enjoined and restrained until further Order of this Court:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing and/or using Plaintiffs' Marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by the 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; or (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 websites and Internet based e-commerce stores owned and operated, or controlled by them, including the Internet websites and Internet based e-commerce stores operating under the Subject Domain Names and Seller IDs;

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

the title of any web page), 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 websites and Internet based e-commerce stores registered, owned, or operated by any Defendant, including the Internet websites and Internet based e-commerce stores operating under the Subject Domain Names and Seller IDs;

(4) Each Defendant shall not transfer ownership of the Internet websites or Internet based e-commerce stores operating under their Subject Domain Names and Seller IDs 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 websites or Internet based e-commerce stores under their Subject Domain Names and Seller IDs and shall take all steps necessary to retrieve computer files relating to the use of the Internet websites or Internet based e-commerce stores under their Subject Domain Names and Seller IDs that may have been deleted before the entry of this Order;

(6) Upon receipt of notice of this Order, the Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, Amazon Payments, Inc. ("Amazon"), Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc., PayPal, Inc. ("PayPal"), SIA Joom, which operates the Joom.com platform ("Joom"), ContextLogic, Inc., which operates the Wish.com website ("ContextLogic"), and their related companies and affiliates shall (i) to the extent not already done, (i) immediately identify and restrain all funds in all financial accounts and/or sub-accounts associated with the Internet websites and Internet based e-commerce stores operating under the Subject Domain Names and Seller IDs, merchant

identification numbers, and/or the e-mail addresses identified on Schedule “A” hereto, as well as any other related 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, the 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, Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc., PayPal, Joom, ContextLogic, and their related companies and affiliates, shall further, to the extent not already done, provide Plaintiffs’ counsel with all data that details (i) an accounting of the total funds restrained and identify 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, Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc., PayPal, Joom, ContextLogic, 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) This Order shall apply to the Subject Domain Names and Seller IDs, associated websites and e-commerce stores, and any other domain names, seller identification names, websites, e-commerce stores, or financial accounts which are being used by Defendants for the purpose of counterfeiting Plaintiffs' Marks at issue in this action and/or unfairly competing with the Plaintiffs;

(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) As a matter of law, this Order shall no longer apply to any Defendant or associated e-commerce store, photo album, or domain name dismissed from this action, or as to which Plaintiffs have withdrawn their request for a preliminary injunction;

(11) Pursuant to 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), Plaintiffs 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, Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc., PayPal, Joom, ContextLogic, and their related companies and affiliates shall, to the extent not already done, at Plaintiffs' request, provide Plaintiffs' counsel

Case No. 20-cv-61916-BLOOM/Valle

with any e-mail address known to be associated with the Defendants' respective Subject Domain Names and Seller IDs;

(13) This Order shall remain in effect during the pendency of this action, or until further Order of this Court.

DONE AND ORDERED in Chambers at Miami, Florida, on October 13, 2020

A handwritten signature in black ink, appearing to be 'JB' with a long horizontal stroke extending to the right.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to:

Counsel of Record via E-mail.

SCHEDULE A:
DEFENDANTS BY NUMBER, SELLER ID, SUBJECT DOMAIN NAME,
ASSOCIATED FINANCIAL ACCOUNTS, ASIN AND E-MAIL ADDRESS

Def. No.	Defendant / Subject Domain Name / Seller ID	Financial Account Information	Amazon Item ASIN or E-Mail Address
1	bagani.mobi	haiyenpp19@gmail.com	admin@bagani.mobi
2	pretty-shirt.com	chesterswyatt@hotmail.com buitrungdung2210@gmail.com	trantutbqn@yahoo.com thaivu36382@gmail.com
3	Art Fish	A27I3WBO2K55RU	B0871FG7SP
4	DIEU LINH NGUYEN	A3I79ZTDZ340QO	B089YFF4HH
5	fresrddtgf	A3NSCKLC2P2SBP	B086ZQ6S5X
6	Hthygy	A3TDLBV3PO80H0	B086MXVHFH B086MXKH7M
7	Ielzpm13dt	A3FLVF333045P6	B084QFBWQX B084Q5F8NB
8	Robert Dtesta	A26T708L9VJWO3	B086TT4NBQ
9	tengzhoushilongquandongc henglifadian	ALP606MTO5XVT	B08DN8G4XQ
10	Wildwear	14774358	
11	ahmamugorrobi_0	lowesean700@yahoo.com	
12	armalag0	dingadiredjo@gmail.com	
13	atlanso	PayPal transaction ID: 0BJ86154AX1650219	
14	cathely_0	catherine.sherly@yahoo.com	
15	charms-price-storm	PayPal transaction ID: 172385685J441662G	
16	goodkitchen4u	Baophanvan092@yahoo.com	
17	lahie_64	lahiertayi@gmail.com	
18	levtstore	levanthoglk840@gmail.com	
19	lovecharmworld2012	lovecharmworld@gmail.com	
20	malca	feelingwu99@gmail.com	
21	maulidi0	helmy.maulidina@gmail.com	
22	mo246145	SUMANTO94828@gmail.com	
23	nafssabri_0	nafsasabrin@gmail.com	

24	ngutat_27	nguyentatnien.dn1992@gmail.com	
25	nguyenyen.tore	yennh2367@yahoo.com	
26	nxhstore1994	PayPal transaction ID: 37660833KR429173Y	
27	revay0	tatikwinarni499@gmail.com	
28	siriz-16	siskarizkiya038@gmail.com	
29	skinny14680	skinny1468@gmail.com	
30	sukmdevia	rizkynanberkah@gmail.com	
31	tri-j28	trijaniatun28tr@gmail.com	
32	trph-6912	phanvuongtrieu4071013@hotmail.com	
33	tru-9394	TRUONGVIETANHdvf587@gmail.com	
34	winkel.99	lord_lucas@yahoo.com	
35	wybeads-fine-jewelry	PayPal transaction ID: 867530313C923941J	
36	yususety_0	yusufprasetyo560@gmail.com	
37	3 Idiots	5d458ec91436d4030122195c	
38	antelope	5d52835f28fc710301a00a8e	
39	Arbutus-34	5b51a4768b2c370353deec85	
40	Baby dress	1517884686413800174-140-5-709- 2672229233	
41	Bangkok a/k/a Bangkok29	5af0100b1436d40316ec6fed	
42	Bennet a/k/a Bennet28	5afa4ce08b2c370317df95eb	
43	Berlin a/k/a Berlin42	5af012358b45130383483864	
44	Betelnut06	5afa48041436d403aa69de51	
45	Better time	1513587289219863090-86-3-709- 3245415502	
46	Cabbage a/k/a Cabbage47	5afa50c38b4513036342ffd4	
47	Cefef	5da414d01436d40301cf884d	
48	confer15	5df6fc2328fc710301c5d270	
49	CowboyJean	5bc978bf28fc7103172e72e3	
50	Desert Rose-19	5b51a1518b451303bc8c112a	

51	DM Decor	5d9e9d231436d40301c40569	
52	Dusty Miller-25	5b51a2278b2c370353dec79e	
53	eight octopus	5d5e817f8b2c3703019caf83	
54	ERNX	5d9b587836b54d03012c2c64	
55	Fashion 3C Phone Case Store	5d171fcd1436d403019bf6bc	
56	flashlight07	5df6fb781436d40301f25ec0	
57	found303	5e09697f8b45130301d4c189	
58	Golden Bamboo-26	5b51a25a8b451303bc8c1ad7	
59	guard309	5e0969d08b2c37030172df09	
60	House Yami	5dc386a28b451303011fbe05	
61	hung304	5e09698936b54d03010f6d5e	
62	JO186	5db712118b2c3703013b84d4	
63	JO427	5de557b328fc710301599fbb	
64	Laomeng05	5df6fb4e8b2c370301fb66be	
65	Les choristes	5d458edd8b2c370301c36350	
66	LiliumL-3	5b5199ea8b2c370353de6958	
67	Melon a/k/a Melon41	5afa4f5a8b4513036342e94a	
68	Mens-Clothes04	5acf1de11436d40371bd0258	
69	Mexico City	5af0103f1436d40316ec714e	
70	Mini Malls	5bdc29ec8b2c37032676b0f0	
71	Montreal a/k/a Montreal45	5af012798b45130383483be3	
72	Music Bar01	5aced10b1436d40371b8684a	
73	Nectarine a/k/a Nectarine27	5afa4c318b2c370317df8928	
74	out52	5e0da2711436d403015c64c5	
75	out61	5e0da56836b54d03019facd0	
76	Pagoda Tree-20	5b51a16e1436d40366ca7262	
77	Peach	5afa49dc8b2c370317df6a15	
78	Pineapple a/k/a Pineapple18	5afa49f58b2c370317df6b9a	

79	Pitaya a/k/a Pitaya19	5afa4a028b2c370317df6bff	
80	realize12	5df6fbed1436d40301f27fc7	
81	SDGI	5d9b543436b54d03012bc4ec	
82	Shopping Night	5d9ad3c38b2c3703012267cf	
83	Sky of shop	5db81be628fc7103019508de	
84	Smart Watches05	5acf38eb8b2c37035e9540b6	
85	Star Cluster-32	5b51a3131436d40366ca872e	
86	stripping306	5e0969ad28fc71030121f6bd	
87	SuperModel	5cac51b68b45130301702b34	
88	template03	5df6fb1328fc710301c58091	
89	Titanic	5d458e728b45130301192fcf	
90	Tokyo a/k/a Tokyo04	5af00ea88b4513038347df3b	
91	TopKitchen World	5d7f422736b54d0301b14ff1	
92	vanished302	5e0969731436d40301cc7b6c	
93	vast300	5e09695d8b45130301d4bbcc	
94	Vovlo Office	5cb4296736b54d0301ead15f	
95	Vwiwi	5da417278b2c370301700e09	
96	Walnut a/k/a Walnut21	5afa4a508b4513036342a2d9	
97	willnot11	5df6fbcc8b451303011e7816	
98	withdrawn301	5e0969698b2c37030172cd5c	
99	WDRDIEV	5d58b8449373f45fb03a865f	
100	YIJIN03	5d5020a07ad2420b0af72029	
101	YIJIN18	5d54e6d23db43e584e3583a6	
102	ZHOUIE56	5d5776f1560eca3980ed6b5e	