UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-CV-62201-RAR

CHANEL, INC.,

Plaintiff.

VS.

THE INDIVIDUALS, BUSINESS ENTITIES, AND UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A,"

Defendants.	

ORDER GRANTING MOTION FOR PRELIMINARY INJUNCTION

THIS CAUSE comes before the Court upon Plaintiff Chanel, Inc.'s ("Chanel") *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets ("Motion"), [ECF No. 7], filed on November 21, 2023. Plaintiff alleges Defendants, the Individuals, Business Entities, and Unincorporated Associations, identified on Schedule "A" attached hereto ("Defendants"), are infringing upon Plaintiff's trademarks and promoting and selling counterfeits of Plaintiff's branded goods through the operation of Internet based e-commerce stores under their seller identification names as set forth on Schedule "A" ("E-commerce Store Names"). Among other requests, Plaintiff asks the Court to enjoin Defendants from producing or selling goods that infringe its trademarks and restrain funds in payment accounts associated with Defendants.

On November 27, 2023, the Court issued an Order ("Temporary Restraining Order"), [ECF No. 10], granting Plaintiff's *Ex Parte* Motion for a Temporary Restraining Order. Defendants were served with relevant case documents on December 6, 2023. *See* Certificates of Service [ECF Nos. 21, 22]. Defendants have neither formally responded to the Motion, made any filings in this case,

nor appeared in this matter either individually or through counsel. On December 14, 2023, the Court held a hearing concerning the requested preliminary injunction ("Hearing"), [ECF No. 24]. No Defendants appeared. *Id.* Accordingly, the Court having carefully considered the Motion, the record, and being otherwise fully advised, it is hereby

ORDERED AND ADJUDGED that pursuant to 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and this Court's inherent authority, Plaintiff's Motion, [ECF No. 7], is GRANTED as set forth herein.

INTRODUCTION

Plaintiff raises four claims for relief: (1) trademark counterfeiting and infringement under section 32 of the Lanham Act; (2) false designation of origin under section 43(a) of the Lanham Act; (3) unfair competition under Florida common law; and (4) trademark infringement under Florida common law. See Am. Compl., [ECF No. 20] ¶¶ 24–65. Plaintiff alleges Defendants are promoting, advertising, distributing, offering for sale, and selling counterfeit and infringing versions of Plaintiff's branded products within the Southern District of Florida through Internet based e-commerce stores operating under the E-commerce Store Names identified on Schedule "A." See generally id.

Plaintiff alleges Defendants' unlawful activities have caused and will continue to cause irreparable injury because Defendants have (1) deprived Plaintiff of its right to determine the manner in which its trademarks are presented to the public through merchandising; (2) defrauded the public into thinking Defendants' goods are goods authorized by Plaintiff; (3) deceived the public as to Plaintiff's association with Defendants' goods and the e-commerce stores marketing and selling the goods; and (4) wrongfully traded and capitalized on Plaintiff's reputation and goodwill as well as the commercial value of Plaintiff's trademarks. See generally id. By its

Motion, Plaintiff moves for the issuance of a preliminary injunction against Defendants for violations of the Lanham Act. *See* Mot. at 9–17.

$\underline{BACKGROUND}^{\underline{1}}$

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 ("Chanel Marks"):

Trademark	Registration Number	Registration Date	Classes/Goods
CHANEL	0,626,035	May 1, 1956	IC 018 - Women's Handbags
CHANEL	0,902,190	November 10, 1970	IC 014 - Bracelets, Pins, and Earrings
CHANEL	1,177,400	November 10, 1981	IC 025 - Hats, Shawls and Belts
3	1,241,264	June 7, 1983	IC 025 - Suits, Jackets, Skirts, Dresses, Pants, Blouses, Tunics, Sweaters, Cardigans, Tee-Shirts, Coats, Raincoats, Scarves, Shoes and Boots
CHANEL	1,241,265	June 7, 1983	IC 025 - Suits, Jackets, Skirts, Dresses, Pants, Blouses, Tunics, Sweaters, Cardigans, Coats, Raincoats, Scarves, Shoes and Boots
Œ	1,314,511	January 15, 1985	IC 018 - Leather Goods-Namely, Handbags
CHANEL	1,347,677	July 9, 1985	IC 018 - Leather Goods-Namely, Handbags
D	1,501,898	August 30, 1988	IC 006 - Keychains IC 014 - Costume Jewelry IC 025 - Blouses, Shoes, Belts, Scarves, Jackets, Men's Ties IC 026 - Brooches and Buttons for Clothing

¹ The factual background is taken from Plaintiff's Amended Complaint, [ECF No. 20]; Plaintiff's Motion, [ECF No. 7]; and supporting evidentiary submissions. Plaintiff also attaches declarations and exhibits in support of its Motion, [ECF Nos. 7-1–7-6].

CHANEL	1,733,051	November 17, 1992	IC 018 - Leather Goods; namely, Handbags, Wallets, Travel Bags, Luggage, Business and Credit Card Cases, Change Purses, Tote Bags, Cosmetic Bags Sold Empty, and Garment Bags for Travel
Œ	1,734,822	November 24, 1992	IC 018 - Leather Goods; namely, Handbags, Wallets, Travel Bags, Luggage, Business Card Cases, Change Purses, Tote Bags, and Cosmetic Bags Sold Empty
J12	2,559,772	April 9, 2002	IC 014 - Timepieces; namely, Watches, and Parts Thereof
RUE CAMBON	2,964,843	July 5, 2005	IC 018 - Handbags
T	3,025,936	December 13, 2005	IC 009 - Eyeglass Frames, Sunglasses IC 025 - Gloves, Swimwear IC 026 - Hair Accessories, namely, Barrettes
CHANEL	3,133,139	August 22, 2006	IC 014 - Jewelry and Watches
CHANEL	3,134,695	August 29, 2006	IC 009 - Eyeglass Frames, Sunglasses, Sunglass Parts, Cases For Spectacles and Sunglasses IC 025 - Swimwear, Stockings IC 026 - Hair Accessories, Namely, Barrettes IC 028 - Bags Specially Adopted For Sports Equipment, Tennis Rackets, Tennis Balls, Tennis Racket Covers
N°5	3,149,203	September 26, 2006	IC 014 - Jewelry
CHANEL	3,890,159	December 14, 2010	IC 009 - Cases for Telephones IC 018 - Key Cases
3 C	4,074,269	December 20, 2011	IC 009 - Protective Covers for Portable Electronic Devices, Handheld Digital Devices, Personal Computers and Cell Phones IC 018 - Key Cases

Œ	4,241,822	November 13, 2012	IC 025 - For Clothing, namely, Coats, Jackets, Dresses, Tops, Blouses, Sweaters, Cardigans, Skirts, Vests, Pants, Jeans, Belts, Swim Wear, Pareos, Hats, Scarves, Ties, Gloves, Footwear, Hosiery
CHANEL	5,100,448	December 13, 2016	IC 020 - Pillows
CHANEL	5,166,441	March 21, 2017	IC 024 - Travelling blankets
Œ	5,280,486	September 5, 2017	IC 020 - Pillows
	5,912,273	November 19, 2019	IC 018 - Handbags

See Decl. of Elizabeth Han ("Han Decl."), [ECF No. 7-1] ¶ 4. The Chanel Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. See id. ¶¶ 4-5.

Defendants, by operating Internet based e-commerce stores under the E-commerce Store Names, have advertised, promoted, offered for sale, and/or sold goods bearing and/or using what Plaintiff has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Chanel Marks. *See* Han Decl. ¶¶ 9, 11–14; Decl. of Stephen M. Gaffigan ("Gaffigan Decl."), [ECF No. 7-2] ¶ 2; Decl. of Kathleen Burns ("Burns Decl."), [ECF No. 7-3] ¶ 4; Burns Decl. Comp. Ex. 1, [ECF Nos. 7-4–7-6].

Although each Defendant may not have copied and infringed each Chanel Mark for each category of protected goods, Plaintiff has submitted sufficient evidence showing that each Defendant has infringed, at least, one or more of the Chanel Marks. *See* Han Decl. ¶¶ 11–14; Burns Decl. ¶ 4; Burns Decl. Comp. Ex. 1. Defendants are not currently, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the Chanel Marks. *See* Han Decl. ¶¶ 9, 13–14.

Plaintiff's counsel retained Invisible Inc. ("Invisible"), a licensed private investigative firm, to investigate the promotion and sale of counterfeit and infringing versions of Plaintiff's branded products by Defendants and to determine the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit versions of Plaintiff's branded products. See Han Decl. ¶ 10; Gaffigan Decl. ¶ 2; Burns Decl. ¶ 3. Invisible accessed the e-commerce stores operating under each of Defendants' E-commerce Store Names, placed orders from each Defendant² for the purchase of various products, all bearing and/or using counterfeits of at least one of the Chanel Marks, and requested that each product be shipped to the Southern District of Florida. See Burns Decl. ¶ 4; Burns Decl. Comp. Ex. 1. Each order was processed entirely online, and following the submission of the orders, Invisible received information for finalizing payment on each of the Defendant's e-commerce stores which are identified on Schedule "A" attached hereto. See Burns Decl. ¶ 4, nn.2-3; Gaffigan Decl. ¶ 5. At the conclusion of the process, the detailed web pages of the Plaintiff's branded products offered for sale and ordered via Defendants' E-commerce Store Names were sent to Plaintiff's representative for inspection. See Burns Decl. ¶¶ 4-5; Gaffigan Decl. ¶ 2, n.1; Han Decl. ¶¶ 11–13, n.1. Plaintiff's representative reviewed and visually inspected the detailed web page captures depicting Plaintiff's branded products that Invisible identified and captured and determined the products were non-genuine, unauthorized versions of Plaintiff's goods or images of authentic products used in order to facilitate the sale of non-genuine Plaintiff's products. See Han Decl. ¶¶ 12–14.

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² Certain Defendants operate their E-commerce Store Names in tandem with electronic communication via private messaging applications and/or services to complete their offer and sale of Chanel-branded products. *See* Burns Decl. ¶ 4, n.1.

LEGAL STANDARD

Plaintiff has filed claims under the Lanham Act and Florida common law. See generally Am. Compl. The Lanham Act provides that the Court "shall have power to grant injunctions, according to the principles of equity and upon such terms as the court may deem reasonable, to prevent the violation of any right of the registrant of a mark registered in the Patent and Trademark Office or to prevent a violation under subsection (a), (c), or (d) of section 1125 of this title." 15 U.S.C. § 1116(a). Injunctive relief is also available for a violation of 15 U.S.C. § 1114(1)(a). See id. § 1116(d)(1)(A). 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).

ANALYSIS

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, and/or distribution of goods bearing and/or using counterfeits, reproductions, or colorable imitations of the Chanel Marks, and that the products Defendants are selling and promoting for sale are copies of Plaintiff's products that bear and/or use copies of the Chanel Marks.
- B. Because of the infringement of the Chanel 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 on file, demonstrate that immediate and irreparable loss, damage, and injury will result to Plaintiff and to consumers because it is more likely true than not:

- 1. Defendants own or control commercial Internet based e-commerce stores operating under their E-commerce Store Names which advertise, promote, offer for sale, and sell products bearing and/or using 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 and/or using Plaintiff's trademarks will appear in the marketplace; that consumers are likely to be misled, confused, and/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 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 in order to protect Plaintiff's trademark interests and to protect the public from being defrauded by Defendants' 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 and/or using counterfeits and infringements of the Chanel Marks. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) ("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."") (quoting *Fuller Brush Prods. Co. v. Fuller Brush Co.*, 299 F.2d 772, 777 (7th Cir. 1962) (alteration in original)).

- 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 *FTC v. U.S. 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.

CONCLUSION

For the foregoing reasons, it is hereby

ORDERED AND ADJUDGED that pursuant to 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and the Court's inherent authority, Plaintiff's Motion, [ECF No. 7], is **GRANTED**. A preliminary injunction is entered 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 the Court:
 - a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing and/or using the Chanel 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 Chanel 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 Chanel 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 Chanel Marks, or any confusingly similar trademarks, on or in connection with all e-commerce stores owned and operated, or controlled by them, including the Internet based e-commerce stores operating under the E-commerce Store 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 Chanel 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 e-commerce stores registered, owned, or operated by any Defendant, including the e-commerce stores operating under the E-commerce Store Names.

- (4) Each Defendant shall continue to preserve copies of all computer files relating to the use of any of the E-commerce Store Names and shall take all steps necessary to retrieve computer files relating to the use of the E-commerce Store Names that may have been deleted before the entry of this Order.
- (5) Upon Plaintiff's request, the privacy protection service for any of the E-commerce Store Names for which the registrant uses such privacy protection service to conceal the registrant's identity and contact information is ordered to disclose to Plaintiff the true identities and contact information of those registrants.
- (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, PayPal, Inc. ("PayPal"), and their related companies and affiliates shall (i) immediately, to the extent not already done, identify all financial accounts and/or sub-accounts associated with the Internet e-commerce stores operating under the E-commerce Store Names, the payment accounts, payees, merchant identifications, transaction numbers and/or information, 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) 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, or marketplace platforms, including but not limited to, PayPal and their related companies and affiliates, shall further, and to the extent not already done, provide Plaintiff's counsel with all data that details (i) an accounting of the total funds restrained and identify the financial account(s) and sub-account(s) to which the restrained funds are related, 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, PayPal, and their related companies and affiliates, for any purpose (other than pursuant to a purchase refund chargeback made by a consumer) 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 E-commerce Store Names, associated e-commerce stores, and any other seller identification names, e-commerce stores, private messaging accounts, or financial accounts that are being used by Defendants for the purpose of counterfeiting the Chanel Marks and/or unfairly competing with Plaintiff.
- (10) As a matter of law, this Order shall no longer apply to any Defendant or associated e-commerce store dismissed from this action or as to which Plaintiff has withdrawn its request for a preliminary injunction.
- (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 \$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 in the interest of justice.

- (13) Additionally, for the purpose of providing additional notice of this proceeding, all other pleadings, orders, and documents filed herein, the owners, operators and/or administrators of the e-commerce stores and/or financial institutions, payment processors, banks, escrow services, and money transmitters, and marketplace platforms, including but not limited to, PayPal, and their related companies and affiliates shall, at Plaintiff's request, provide Plaintiff's counsel with any e-mail address known to be associated with Defendants' respective E-commerce Store Names.
- (17) This Preliminary Injunction shall remain in effect during the pendency of this action, or until further date as set by the Court or stipulated by the parties.

DONE AND ORDERED in Miami, Florida, this 15th day of December, 2023.

RODOLFO A. RUIZ II

UNITED STATES DISTRICT JUDGE

SCHEDULE "A" DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME, FINANCIAL ACCOUNT INFORMATION, AND ADDITIONAL MEANS OF CONTACT

Def. No.	Defendant / E-commerce Store Name	Payee	Merchant ID	Financial Account	Additional Means of Contact	Additional Username / Business name
		Junliyou E- Commerce Co., Ltd.	VVUZPJFG MA8DU	GuangJunliyou@ outlook.com	noreply@notice.zhcartapps. com 1031350268@qq.com moorains@hotmail.com	金国 王 广州俊黎由电子商务有 限公司 JUNLIYOUECO
1		Network Technology Co., Ltd.	3JVHK8AM KB6VW		Yang_chaoooa@hotmail.co m	超 杨 上海芯匠人包装科技有 限公司 NETWORKTECH
1	chaneel.cn					正华 程 鄱阳 县华美家电有限公 司 HUAMEIHOMEA
						有波 董 鄱阳 县苏音科技有限公 司 POYANGSUYIN
2	fashionquesthub.com a.k.a. fp.fashionquesthub.com	LuxCo E- Commerce Co., Ltd	XJGUU6W8 RMYNC	offer@chicsphere zone.com	service@styloxiex.com	志正 段 洪洞县鱼冰电子商务有 限公司 LUXCOECOMME
		Neiman Marcus	XJGUU6W8 RMYNC		service@styloxiex.com	
2	blingyostrich.com	Neiman Marcus	ZP7TXS3W YANDQ		service@styloxiex.com ericvanderbilt@outlook.com	俊 李 广州壹拾通讯科技有限 公司 FASHIONFAME
2	chordistx.com	Neiman Marcus	V7D3MARP YS6FS		service@styloxiex.com research@trendystylex.com CardinalJacqaues@outlook. com	游周 四川当茹悦商贸有限公司 SHOPPINGSPR
	deyalp.com	Neiman Marcus	ZTGVPBL43 DU2Y		service@styloxiex.com katienguyenlansing@gmail. com	硕 李 广州硕以商贸有限公司 SHUOYISHANG
2	eehxhl.com	Neiman Marcus	S2H993VT2 U26J		service@styloxiex.com stefan@eehxhl.com	可 黄 郑州聂港网络科技有限 公司 TROMPECOMME
2	elixzon.com	Neiman Marcus	GMNTHPE WXDPGJ		service@styloxiex.com thoraskildsen@outlook.com	少恒 王 合肥缶乏线访网络信息 咨询有限公司 TREMBLAYLLC
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