

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 12-20786-CIV-SEITZ/SIMONTON**

ACUSHNET COMPANY, *et al.*,

Plaintiffs,

vs.

100GOLFCLUBS.COM, *et al.*,

Defendants.

ORDER GRANTING APPLICATION FOR ENTRY OF PRELIMINARY INJUNCTION

THIS MATTER is before the Court on Plaintiffs' *Ex Parte* Application for Entry of Temporary Restraining Order and Preliminary Injunction (the "Application for Preliminary Injunction") [DE-12] and Plaintiffs' Motion to Add Domain Names to Plaintiffs' *Ex Parte* Application (the "Motion to Add Domains") [DE-21] (collectively, "Plaintiffs' Motions"), and upon the Preliminary Injunction Hearing held on March 13, 2012. The Court has carefully reviewed Plaintiffs' Motions, the entire court file and is otherwise fully advised in the premises.

By the instant Application and Motion to Add Domains, Plaintiffs, Acushnet Company, Callaway Golf Company, Roger Cleveland Golf Company, Inc., SRI Sports Limited, Karsten Manufacturing Corporation, and Taylor Made Golf Company, Inc., move for entry of a preliminary injunction against Defendants, the Partnerships and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants"), for alleged violations of the Lanham Act, 15 U.S.C. §§ 1114, and 1125(a) and (d).

The Court convened the hearing on March 13, 2012, at which only counsel for Plaintiffs was present and available to present evidence supporting the Application for Preliminary Injunction [DE-12] and Motion to Add Domains [DE-21]. Defendants have not responded to the


Application for Preliminary Injunction nor the Motion to Add Domains, nor made any filing in this case, nor have Defendants appeared in this matter either individually or through counsel. Because Plaintiffs have satisfied the requirements for the issuance of a preliminary injunction, the Court will grant Plaintiffs' Application for Preliminary Injunction [DE-12] including the Motion to Add Domains [DE-21].

I. Factual and Procedural Background

On March 2, 2012, the Court entered a temporary restraining order on the following facts from Plaintiffs' Complaint [DE-1], *Ex Parte* Application for Entry of Temporary Restraining Order and Preliminary Injunction [DE-12], and supporting evidentiary submissions.

Plaintiff Acushnet Company ("Acushnet") manufactures, promotes, distributes, and sells in interstate commerce, including within this Judicial District, quality golf equipment and related products under multiple federally registered trademarks. (*See* Declaration of Lisa Rogan in Support of Plaintiffs' *Ex Parte* Application ["Rogan Decl."] ¶¶ 4-5.) Acushnet is the registered owner of the following trademarks on the Principal Register of the United States Patent and Trademark Office (collectively the "Acushnet Marks"):




Trademark	Registration Number	Registration Date	Class / Goods
TITLEIST	316,118	August 14, 1934	IC 028 - golf balls
TITLEIST	934,406	May 23, 1972	IC 028 - golf equipment comprising golf balls, golf clubs, golf bags, golf gloves and golf headcovers
<i>Titleist</i>	1,155,766	May 26, 1981	IC 028 - golf equipment, namely, golf balls, golf clubs and golf bags
<i>Titleist</i> <small>® & ®</small>	1,601,034	June 12, 1990	IC 028 - golf balls
PRO V1	2,806,919	January 20, 2004	IC 028 - golf balls

TITLEIST	3,176,825	November 28, 2006	IC 025 - headwear
AP2	3,831,911	August 10, 2010	IC 028 - golf clubs
	3,831,914	August 10, 2010	IC 028 - golf clubs

The Acushnet Marks are used in connection with the manufacture and distribution of goods in the categories identified above. (See Rogan Decl. ¶ 5; see also Certificates of Registrations for the Acushnet Marks attached as Composite Exhibit A to the Rogan Decl.)


Plaintiff Callaway Golf Company (“Callaway Golf”) manufactures, promotes, distributes, and sells in interstate commerce, including within this Judicial District, quality golf equipment and related products under multiple federally registered trademarks. (See Declaration of Mike Dow in Support of Plaintiffs’ *Ex Parte* Application [“Dow Decl.”] ¶¶ 4-5.) Callaway Golf is the registered owner of the following trademarks on the Principal Register of the United States Patent and Trademark Office (collectively the “Callaway Golf Marks”):

Trademark	Registration Number	Registration Date	Class / Goods
Odyssey	1,704,295	July 28, 1992	IC 028 - golf clubs, golf bags, golf club heads, golf club shafts, head covers for golf clubs, hand grips for golf clubs, and golf balls
Callaway Golf	2,160,157	May 26, 1998	IC 024 - golf towels IC 025 - shirts, sweaters, jackets, hats, caps and visors IC 028 - golf clubs, golf bags, and golf club head covers

	2,161,569	June 2, 1998	IC 024 - golf towels IC 025 - shirts, sweaters, jackets, hats, caps, and visors IC 028 - golf clubs, golf bags, and golf club head covers
Callaway	2,166,033	June 16, 1998	IC 028 - golf clubs
Callaway	2,360,664	June 20, 2000	IC 028 - golf balls
Big Bertha	2,769,319	September 30, 2003	IC 028 - golf club, golf club head covers and golf bags
	2,883,072	September 7, 2004	IC 025 - shirts, sweaters, jackets, wind resistant jackets, hats, caps, visors, pants, shorts, t-shirts, golf shoes and spikes
Callaway Golf	2,941,846	April 19, 2005	IC 025 - golf shoes and spikes
FT-i	3,263,223	July 10, 2007	IC 028 - golf clubs
FT-9	3,593,203	March 17, 2009	IC 028 - covers for golf clubs; golf club covers; golf clubs
BIG BERTHA DIABLO	3,595,821	March 24, 2009	IC 028 - golf clubs; head covers for golf clubs; golf bags; golf balls
	3,677,707	September 1, 2009	IC 028 - golf bags; golf balls; golf clubs; head covers for golf clubs
FT-iZ	3,737,687	January 12, 2010	IC 028 - golf clubs, golf club head covers, golf bags and component club heads
X-24 HOT	3,874,857	November 9, 2010	IC 028 - golf clubs
RAZR Hawk	3,979,419	June 14, 2011	IC 028 - golf clubs

The Callaway Golf Marks are used in connection with the manufacture and distribution of goods in the categories identified above. (See Dow Decl. ¶ 5; see also Certificates of Registrations for the Callaway Golf Marks attached as Composite Exhibit A to the Dow Decl.)

Plaintiff Roger Cleveland Golf Company, Inc., a subsidiary of Plaintiff SRI Sports Limited (jointly referred to herein as “Cleveland Golf”), manufactures, promotes, distributes, and sells in interstate commerce, including within this Judicial District, quality golf equipment and related products under multiple federally registered trademarks. (See Declaration of Donald J. Reino in Support of Plaintiffs’ *Ex Parte* Application [“Reino Decl.”] ¶¶ 4-5.) SRI Sports Limited is the registered owner and Roger Cleveland Golf Company, Inc. is the licensee of the following trademarks on the Principal Register of the United States Patent and Trademark Office (collectively the “Cleveland Golf Marks”):

Trademark	Registration Number	Registration Date	Class / Goods
<i>Cleveland</i>	2,070,051	June 10, 1997	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, 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.
	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	IC 025 - Golf wear, namely, caps. IC 028 - Bags, namely, golf bags, equipment for golf, especially, but not limited to, golf balls, golf clubs.

ZIP GROOVES	3,463,468	July 8, 2008	IC 028 - Golf clubs and golf club heads, namely, wedges, iron-type golf clubs and metal wood-type golf clubs and heads.
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The Cleveland Golf Marks are used in connection with the manufacture and distribution of goods in the categories identified above. (See Reino Decl. ¶ 5; see also Certificates of Registrations for the Cleveland Golf Marks attached as Composite Exhibit A to the Reino Decl.)

Karsten manufactures, promotes, distributes, and sells in interstate commerce, including within this Judicial District, quality golf equipment and related products under multiple federally registered trademarks. (See Declaration of Jud Hawken in Support of Plaintiffs' *Ex Parte* Application ["Hawken Decl.,"] ¶¶ 4-5.) Karsten is the registered owner of the following trademarks on the Principal Register of the United States Patent and Trademark Office (the "Karsten Marks"):




Trademark	Registration Number	Registration Date	Class / Goods
PING	704,552	September 20, 1960	IC 28 - Golf clubs
RAPTURE	3,249,950	June 5, 2007	IC 28 - Golf clubs.
	3,262,365	July 10, 2007	IC 28 - Golf clubs.
G/10	3,454,841	June 24, 2008	IC 28 - Golf clubs.
	3,538,346	November 25, 2008	IC 28 - Golf clubs.
RAPTURE V2	3,541,511	December 2, 2008	IC 28 - Golf clubs.
G15	3,696,930	October 13, 2009	IC 28 - Golf equipment, namely, golf clubs.
G15	3,716,878	November 24, 2009	IC 28 - Golf equipment, namely, golf clubs and golf bags.


K15	3,909,121	January 18, 2011	IC 25 - Headgear, namely caps and visors. IC 28 - Golf club bags; Golf club covers; Golf clubs.
<i>K15</i>	3,949,344	April 19, 2011	IC 25 - Headgear, namely caps and visors. IC 28 - Golf club bags; Golf clubs; Head covers for golf clubs.

The Karsten Marks are used in connection with the manufacture and distribution of goods in the categories identified above. (See Hawken Decl. ¶ 5; see also Certificates of Registrations for the Karsten Marks attached as Composite Exhibit A to the Hawken Decl.)

Plaintiff Taylor Made Golf Company, Inc., a subsidiary of adidas AG (“TaylorMade-adidas Golf”), manufactures, promotes, distributes, and sells in interstate commerce, including within this Judicial District, quality golf equipment and related products under multiple federally registered trademarks. (See Declaration of Jeni B. Zuercher in Support of Plaintiffs’ *Ex Parte* Application [“Zuercher Decl.”] ¶¶ 4-5.) TaylorMade-adidas Golf is the registered owner of the following trademarks on the Principal Register of the United States Patent and Trademark Office (collectively the “TaylorMade-adidas Marks”):

Trademark	Registration Number	Registration Date	Class / Goods
TAYLOR MADE	1,200,542	July 6, 1982	IC 028 - Golf Clubs.
TAYLOR MADE	1,374,009	December 3, 1985	IC 028 - golf bags and golf club head covers.
BURNER	1,411,498	September 30, 1986	IC 028 - golf clubs.
RESCUE	2,092,034	August 26, 1997	IC 028 - golf clubs.

	2,557,110	April 2, 2002	<p>IC 018 - Golf umbrellas, luggage and bags, namely, non-canvas tote bags, for golfers.</p> <p>IC 025 - Clothing, namely, hats, visors, caps.</p> <p>IC 028 - Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags.</p>
	2,557,111	April 2, 2002	<p>IC 018 - Golf umbrellas, luggage and bags, namely, non-canvas tote bags, for golfers.</p> <p>IC 025 - Clothing, namely, hats, visors, caps, shirts, skirts, blouses, sweaters, slacks, shorts, jackets, coats, pullovers, cardigans and shoes.</p> <p>IC 028 - Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags.</p>
ROSSA	2,820,220	March 2, 2004	IC 028 - Golf equipment, namely, golf clubs, golf grips, putters, shafts, golf club covers, and golf bags.
R7	2,960,850	June 7, 2005	IC 028 - Golf equipment, namely, golf clubs, wedges, irons, golf club heads, golf club shafts.
	3,032,873	December 20, 2005	IC 028 - Golf equipment, namely, golf clubs, shafts, golf club covers.
AGSI	3,252,375	June 12, 2007	IC 028 - Golf equipment, namely golf clubs, golf putters, golf clubheads, golf clubhead inserts, golf club covers, and golf bags.
R9	3,652,607	July 7, 2009	IC 028 - Golf equipment, namely, golf clubs, golf heads, golf club shafts.
BURNER PLUS	3,673,923	August 25, 2009	IC 028 - Golf clubs.
BURNER	3,680,379	September 8, 2009	IC 028 - Golf balls

	3,868,743	October 26, 2010	IC 028 - golf equipment, namely, golf clubs, shafts, golf balls, golf gloves, golf club covers and golf bags.
R11	3,951,066	April 26, 2011	IC 028 - Golf equipment, namely, golf clubs, golf grips, golf club heads, golf club shafts, and golf bags.

The TaylorMade-adidas Golf Marks are used in connection with the manufacture and distribution of goods in the categories identified above. (*See* Zuercher Decl. ¶ 5; *see also* Certificates of Registrations for the TaylorMade-adidas Golf Marks attached as Composite Exhibit A to the Zuercher Decl.)

Defendants, through the Internet websites operating under the domain names identified on Schedule “A” hereto (the “Subject Domain Names”), have advertised, promoted, offered for sale, and/or sold, at least, (i) golf clubs, golf balls, golf bags, golf gloves, golf headcovers, and headwear bearing what Acushnet has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Acushnet Marks; (ii) golf clubs, golf club head covers, golf balls, golf bags, golf shoes, and caps bearing what Callaway Golf has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Callaway Golf Marks; (iii) golf clubs, golf bags, and golf club head covers bearing what Cleveland Golf has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Cleveland Golf Marks; (iv) golf clubs, golf bags, and head covers for golf clubs bearing what Karsten has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Karsten Marks; and (v) golf clubs, golf club covers, golf putters, golf balls, golf bags, umbrellas, and caps bearing what TaylorMade-adidas Golf has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the TaylorMade-adidas Golf Marks. (*See* Rogan Decl. ¶¶ 11-17; Dow Decl. ¶¶ 11-17; Reino Decl. ¶¶ 11-17; Hawken

Decl. ¶¶ 11-17; Zuercher Decl. ¶¶ 11-17.) Although each Defendant may not copy and infringe each of Plaintiffs' individual trademarks for each category of goods protected, Plaintiffs have submitted sufficient evidence showing each Defendant has infringed, at least, one or more of the trademarks at issue. (Rogan Decl. ¶¶ 15-17; Dow Decl. ¶¶ 15-17; Reino Decl. ¶¶ 15-17; Hawken Decl. ¶¶ 15-17; Zuercher Decl. ¶¶ 15-17.) Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, and/or colorable imitations of the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Marks, and TaylorMade-adidas Golf Marks (collectively "Plaintiffs' Marks"). (See Rogan Decl. ¶ 11; Dow Decl. ¶ 11; Reino Decl. ¶ 11; Hawken Decl. ¶ 11; Zuercher Decl. ¶ 11.)

Plaintiffs retained Investigative Consultants, a licensed private investigative firm, to investigate the sale of counterfeit versions of Plaintiffs' respective products by Defendants. (See Rogan Decl. ¶ 12; Dow Decl. ¶ 12; Reino Decl. ¶ 12; Hawken Decl. ¶ 12; Zuercher Decl. ¶ 12; Declaration of Brandon Tanori in Support of Plaintiffs' *Ex Parte* Application ["Tanori Decl."] ¶ 3.) In December 2011, Brandon Tanori ("Tanori"), an employee of Investigative Consultants, placed an order for the purchase of (i) a golf club bearing the Acushnet Marks at issue through the Internet website operating under the domain name **golfclubsforsales.com**; (ii) a set of golf clubs bearing the Callaway Golf Marks at issue via the Internet website operating under the domain name **golfonlinewholesale.com**; (iii) a golf club bearing the Cleveland Golf Marks at issue via the Internet website operating under the domain name **wholesalegolfinchina.com**; (iv) a golf club bearing the Karsten Marks at issue via the Internet website operating under the domain name **wholesaleclubsgolf.com**; and (v) a golf club bearing the TaylorMade-adidas Golf Marks at issue via the Internet website operating under the domain name **discountgolfbase.com**. (See Tanori Decl. ¶¶ 4-13 and Composite Exhibits A through J attached thereto.)

Thereafter, the golf clubs bearing Plaintiffs' individual trademarks purchased by Tanori were inspected by Plaintiffs' respective representatives, and each determined the items to be non-genuine, unauthorized versions of Plaintiffs' respective products. (*See* Rogan Decl. ¶ 14; Dow Decl. ¶ 14; Reino Decl. ¶ 14; Hawken Decl. ¶ 14; Zuercher Decl. ¶ 14.) Additionally, Plaintiffs' representatives each reviewed and visually inspected the items bearing Plaintiffs' respective trademarks offered for sale on the Internet websites operating under the relevant Subject Domain Names and determined the products were unauthorized, non-genuine versions of Plaintiffs' respective products. (*See* Rogan Decl. ¶ 15; Dow Decl. ¶ 15; Reino Decl. ¶ 15; Hawken Decl. ¶ 15; Zuercher Decl. ¶ 15.)

On February 27, 2012, Plaintiffs filed their Complaint [DE-1] against Defendants for trademark counterfeiting and infringement, and false designation of origin. Also, on February 27, 2012, Plaintiffs filed their *Ex Parte* Application for Entry of Temporary Restraining Order and Preliminary Injunction [DE-12]. On March 2, 2012, the Court issued an Order Granting Plaintiffs' *Ex Parte* Application for a Temporary Restraining Order [DE-16] and temporarily restrained Defendants from infringing the Plaintiffs' Respective Marks at issue. Pursuant to the Court's March 2, 2012 Order, Plaintiffs provided Defendants with notice and copies of the Court's March 2, 2012 Order and Plaintiffs' *Ex Parte* Application for Entry of a Temporary Restraining Order and Preliminary Injunction, via email to the email address(es) reflected in the domain registration data for the Subject Domain Names, via email to the email address(es) provided on the Internet websites operating under the Subject Domain Names, electronically via the contact submission web page provided on the websites for the Subject Domain Names, and/or via email to the registrar of record for each of the Subject Domain Names.¹ Thereafter,

¹ As of the date of preliminary injunction hearing conducted on March 13, 2012, the redirection of the Subject Domain Names to the serving site, <http://servingnotice.com/gwg2/index.html>, has not been finalized. Although all

Proofs of Service were filed confirming service on each Defendant [DE 19 and 20]. On March 12, 2012, Plaintiffs filed their Motion to Add Domains [DE-21].

II. LEGAL STANDARD

In order to obtain a preliminary injunction, a party must demonstrate “(1) [there is] a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non- movant; and (4) that the entry of the relief would serve the public interest.” *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005); *see also Levi Strauss & Co. v. Sunrise Int’l. Trading Inc.*, 51 F. 3d 982, 985 (11th Cir. 1995)

III. ANALYSIS

The declarations Plaintiffs submitted in support of their *Ex Parte* Application support the following conclusions of law:

A. Plaintiffs have a very 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 golf equipment and related goods bearing counterfeits, reproductions, and/or colorable imitations of Plaintiffs’ Marks, and that the products Defendants are selling are copies of Plaintiffs’ respective products that bear copies of the Acushnet Marks on golf clubs, golf balls, golf bags, golf gloves, golf headcovers, and headwear, the Callaway Golf Marks on golf clubs, golf club head covers, golf balls, golf bags, golf shoes, and caps, the Cleveland Golf Marks on golf clubs, golf bags, and golf club head covers, the Karsten Marks on golf clubs, golf bags, and head covers for golf clubs, and the TaylorMade-adidas Golf Marks on golf clubs, golf club covers, golf putters, golf balls, golf bags, umbrellas, and caps.

Defendants have received notice of the Court’s March 2, 2012 Order and the March 13, 2012 hearing via the electronic notification methods authorized by the Court.

B. Because of the infringement of the Plaintiffs' Marks, Plaintiffs are likely to suffer immediate and irreparable injury if a preliminary injunction is not granted. It clearly appears from the following specific facts, as set forth in Plaintiffs' Complaint, *Ex Parte* Application, 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 businesses which advertise, promote, offer for sale, and sell, at least golf clubs, golf balls, golf bags, golf gloves, golf headcovers bearing counterfeit and infringing trademarks in violation of Acushnet's rights; golf clubs, golf club head covers, golf balls, golf bags, golf shoes, and caps bearing counterfeit and infringing trademarks in violation of Callaway Golf's rights; golf clubs, golf bags, and golf club head covers bearing counterfeit and infringing trademarks in violation of Cleveland Golf's rights; golf clubs, golf bags, and head covers for golf clubs bearing counterfeit and infringing trademarks in violation of Karsten's rights; and golf clubs, golf club covers, golf putters, golf balls, golf bags, umbrellas, and caps bearing counterfeit and infringing trademarks in violation of TaylorMade-adidas Golf's rights;

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

3. Plaintiffs have well-founded fears that unless the injunction is granted, Defendants can easily and quickly transfer the registrations for many of the Subject Domain Names, or modify registration data and content, change hosts, and redirect traffic to other websites, thereby thwarting Plaintiffs' ability to obtain meaningful relief;

4. 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 goodwill as a manufacturer of high quality products if such relief is not issued; and

5. The public interest favors issuance of the preliminary injunction in order to protect Plaintiffs' trademark interests and protect the public from being defrauded by the palming off of counterfeit goods as genuine goods of the respective Plaintiffs.

IV. CONCLUSION

For the foregoing reasons, it is

ORDERED AND ADJUDGED that Plaintiffs' *Ex Parte* Application for Preliminary Injunction is hereby **GRANTED** as follows:

(1) Each Defendant, their officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with them having notice of this Order are hereby restrained and enjoined:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Marks, and/or TaylorMade-adidas Golf 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 the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Marks, and/or TaylorMade-adidas Golf Marks, or any confusingly similar trademarks; or (ii) any evidence relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any products bearing the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Marks, and/or TaylorMade-adidas Golf Marks, or any confusingly similar trademarks.

(2) Each Defendant, their officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with them having notice of this Order shall, until the conclusion of this proceeding, discontinue the use of the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Marks, and/or TaylorMade-adidas Golf Marks or any confusingly similar trademarks, on or in connection with all Internet websites owned and operated, or controlled by them, including the Internet websites operating under the Subject Domain Names;

(3) Each Defendant, their officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with them having notice of this Order shall, until the conclusion of this proceeding, discontinue the use of the Acushnet Marks, Callaway Golf Marks, Cleveland Golf Marks, Karsten Marks, and/or TaylorMade-adidas Golf 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), any advertising links to other websites, from search engines' databases or cache memory, and any other form of use of such terms which is visible to a computer user or serves to direct computer searches to websites registered by, owned, or operated by each Defendant, including the Internet websites operating under the Subject Domain Names;

(4) Each Defendant shall not transfer ownership of the Subject Domain Names during the pendency of this Action, or until further Order of the Court;

(5) The domain name Registrars for the Subject Domain Names are directed, to the extent it is not already done, to transfer to Plaintiffs' counsel, for deposit with this Court, domain name certificates for the Subject Domain Names;

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

(7) The Registrars and the top-level domain (TLD) Registries for the Subject Domain Names, upon receipt of this Preliminary Injunction shall, to the extent not already done, change or assist in changing, the Registrar of record for the Subject Domain Names, excepting any such domain names which such Registries have been notified in writing by Plaintiffs have been or will be dismissed from this action, to a holding account with the United States based Registrar, GoDaddy.com, Inc. As a matter of law, this Order shall no longer apply to any Defendant or associated domain name dismissed from this action. Upon the change of the Registrar of record for the Subject Domain Names to GoDaddy.com, Inc., GoDaddy.com, Inc. will maintain access to the Subject Domain Names in trust for the Court during the pendency of this action. Additionally, GoDaddy.com, Inc. shall immediately, to the extent not already done, update the Domain Name System ("DNS") data it maintains for the Subject Domain Names, which link the domain names to the IP addresses where their associated websites are hosted, to NS1.MEDIATEMPLE.NET and NS2.MEDIATEMPLE.NET, which will cause the domain names to resolve to the website where copies of the Complaint, Summonses, Temporary Restraining Order, and other documents on file in this action are displayed. Alternatively, GoDaddy.com, Inc. may, to the extent not already done, institute a domain name forwarding which will automatically redirect any visitor to the Subject Domain Names to the following Uniform Resource Locator ("URL") <http://servingnotice.com/gwg2/index.html> whereon copies of the Complaint, Summonses, the Temporary Restraining Order, and all other documents

on file in this action are displayed. After GoDaddy.com, Inc. has effected this change the Subject Domain Names shall be placed on Lock status, preventing the modification or deletion of the domains by the Registrar or Defendants;


(8) Plaintiffs may enter and/or continue to enter the Subject Domain Names into Google's Webmaster Tools and cancel any redirection of the domains that have been entered there by Defendants which redirect traffic to the counterfeit operations to a new domain name and thereby evade the provisions of this Order;

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

(10) Plaintiffs shall maintain their bond in the amount of One Thousand Dollars and Zero Cents (\$1,000.00), as payment of damages to which the Defendants may be entitled for a wrongful injunction or restraint, during the pendency of this action, or until further Order of the Court;

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

DONE AND ORDERED in chambers in Miami, Florida, this 13th day of March, 2012.



PATRICIA A. SEITZ
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

SCHEDULE A
DEFENDANTS BY NUMBER AND SUBJECT DOMAIN NAMES

Defendant 1: 100golfclubs.com
Defendant 2: 100golfwholesale.com
Defendant 3: 100yeartrade.com
Defendant 4: 118golfclubs.com
Defendant 5: 1stgolfshop.com
Defendant 6: 24discountgolf.com
usmadegolf.com
Defendant 7: 24globalgolf.com
onlinegolfcity.com
Defendant 8: bestdiscountgolf.com
Defendant 9: bestgolfcheap.com
thecheapgolf.com
cheapgolfsuppliers.com
Defendant 10: bestgolfwholesale.com
wholesalegolfplace.com
wholesalegolfnet.com
Defendant 11: bestwholesalegolf.com
golfbestwholesale.com
Defendant 12: bigworldgolf.com
Defendant 13: buycheapgolf.com
cheapgolfzone.com
cheapgolfoutlet.com
Defendant 14: buychinagolf.com
Defendant 15: buyingbestgolf.com
godiscountstore.com
golfsalehouse.com
Defendant 16: buyinggolfonline.com
Defendant 17: bwgolf88.com
Defendant 18: cheapgolfbase.com
yourgolfmall.com
yourgolfbase.com
Defendant 19: cheapgolfclubsshop.com

Defendant 20: cheapgolhouse.com
cheapgoodgolf.com
golfcheaponsale.com

Defendant 21: cheapgolfmall.com

Defendant 22: cheapgolfonline.co.uk
cheapgolfstock.co.uk

Defendant 23: cheapgolffonsale.com

Defendant 24: cheapgolfsales.com

Defendant 25: chinadiscountgolf.com

Defendant 26: chinawholesalestock.com

Defendant 27: customizegolf.com

Defendant 28: dandygolfs.com

Defendant 29: dhlgolf.com

Defendant 30: discountgolf18.com
hotgolfdeal.com

Defendant 31: discountgolf4sale.com
bestgolfset.com

Defendant 32: discountgolfbase.com
ukdiscountgolf.com

Defendant 33: discountgolfclubs4u.com

Defendant 34: discountgolfprice.com

Defendant 35: discountgolfspace.com
discountsgolfspace.com

Defendant 36: discountpricegolf.com
discountsgolfprice.com

Defendant 37: discountsgolfclubs.com

Defendant 38: discountsgolfonline.com
golfdiscounsaes.com

Defendant 39: edangolf.com

Defendant 40: enjoymygolf.com

Defendant 41: excitegolf.com

Defendant 42: factory-golf.com

Defendant 43: feelgolfclubs.com

Defendant 44: golf18wholesale.com

Defendant 45: golf365shop.com

Defendant 46: golfbargainoffers.com
Defendant 47: golfbuyus.com
Defendant 48: golfcheapclubs.com
Defendant 49: golfclubgate.com
Defendant 50: golfclubs2011.com
Defendant 51: golfclubs365.com
Defendant 52: golfclubs80.com
golfclubsaleonline.com
Defendant 53: golfclubsforsales.com
Defendant 54: golfclubshow.com
Defendant 55: golfclubsnet.com
Defendant 56: golfclubsoff.com
ilikegolf.org
Defendant 57: golfclubsonline18.com
Defendant 58: golfclubssupplier.com
Defendant 59: golfclubswarehouse.com
Defendant 60: golfdiscount4sale.com
Defendant 61: golfdiscountnow.com
Defendant 62: golfdiscountstore18.com
Defendant 63: golfequipment18.com
Defendant 64: golfactorystore.com
Defendant 65: golffordiscount.com
Defendant 66: golfforester.com
Defendant 67: golfforsales.com
Defendant 68: golfforwholesale.com
Defendant 69: golfinstock.com
Defendant 70: golffironheadcovers.com
Defendant 71: golfmart365.com
Defendant 72: golfmartdiscount.com
Defendant 73: golfnewland.com
Defendant 74: golfollow.com
Defendant 75: golfonline118.com

Defendant 76: golffonline365.com
Defendant 77: golffonlinewholesale.com
golffonlinewholesales.com
Defendant 78: golffplayer18.com
Defendant 79: golffsaleshop.com
golffsalemarket.com
Defendant 80: golffshopping18.com
Defendant 81: golffshoppingshop.com
Defendant 82: golffshoppingtoday.com
golffclubsbestoffer.com
Defendant 83: golffshopshopping.com
Defendant 84: golffstockonline.com
Defendant 85: golffstockstore.com
newgolffstock.com
Defendant 86: golffsuper365.com
golffreverie.com
Defendant 87: golffwholesaleshop.com
Defendant 88: golffworld365.com
Defendant 89: gtbshopgolff.com
Defendant 90: hygolffcn.com
Defendant 91: ifgolfer.com
Defendant 92: igolffspy.com
onlinegolfforsale.com
Defendant 93: igolffyoo.com
golffplayeroutlets.com
Defendant 94: isportinggood.com
Defendant 95: luckygolff18.com
Defendant 96: luckygolffclubs.com
Defendant 97: mycheapgolff.com
Defendant 98: mygolffsale.com
Defendant 99: mygolffshops.org
Defendant 100: mygolffstorehouse.com
golffwholesalemart.com
onlinesalegolff.com
Defendant 101: myprowholesale.com

Defendant 102: mywholesalegolf.com
Defendant 103: newgoalgolf.com
Defendant 104: newgolfoutlet.com
Defendant 105: okeygolf.com
Defendant 106: okgolfclubs.com
okgolf365.com
Defendant 107: onlinebuyinggolf.com
buygolfus.com
Defendant 108: onlinegolfwholesale.com
onlinegolfwholesaler.com
onlinegolfwholesales.com
Defendant 109: oobgolfclubs.com
8golfclubs.com
Defendant 110: ordergolfonline.com
cheapgolfspace.com
Defendant 111: perfectoutdoorgame.com
Defendant 112: r11golf.com
Defendant 113: r9robingolf.com
Defendant 114: shakegolf.com
Defendant 115: sony-golf.com
Defendant 116: specialpricegolf.com
Defendant 117: surpasssmall.com
Defendant 118: timetoshopping.com
Defendant 119: tobuygolf.com
Defendant 120: topgolfseller.com
Defendant 121: uesgolf.com
Defendant 122: wholesaleclubsgolf.com
wholesaleclubgolf.com
Defendant 123: wholesalegolfinchina.com
Defendant 124: wholesalegolmart.com
salegolfsets.com
golfnewsets.com
Defendant 125: wholesalegolfseller.com
Defendant 126: wholesalegolfsets.com
mysurbuy.com

Defendant 127: wholesalegolftown.com
cheapstoregolf.com
ukwholesalegolf.com

Defendant 128: wholesalegolfworld.com

Defendant 129: worldgolfsale.com

Defendant 130: wowogolf.com

Defendant 132: xw007golf.com