

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

CASE NO. 13-62809-CIV-ROSENBAUM

UNDER ARMOUR, INC.,

Plaintiff,

vs.

51NFLJERSEY.COM, *et al.*,

Defendants.

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

This matter is before the Court on Plaintiff's Application for Entry of Preliminary Injunction (the "Application for Preliminary Injunction") [ECF No. 4], and upon the Preliminary Injunction Hearing held on January 13, 2014. The Court has carefully reviewed the Motion and the entire court file and is otherwise fully advised in the premises. By the instant Application, Plaintiff moves for entry of a preliminary injunction against Defendants¹ for alleged violations of the Lanham Act, 15 U.S.C. §§ 1114, and 1125(a) and (d).

The Court convened a hearing on January 13, 2014, which only counsel for Plaintiff attended. During the hearing, Plaintiff directed the Court to evidence supporting the Application for Preliminary Injunction. Defendants have not responded to the Application for Preliminary Injunction, nor have they made any filing in this case, nor have Defendants appeared in this matter either individually or through counsel.² Because Plaintiff has satisfied the requirements




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

² Defendants 11 (cooljerseysshop.com) and 22 (jersey-styles.com) responded via email in connection with the restraint of assets by Paypal, Inc. Plaintiff's counsel replied to the

for the issuance of a preliminary injunction, the Court grants Plaintiff’s Application for Preliminary Injunction [ECF No. 4]



I. FACTUAL BACKGROUND³

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

Trademark	Registration Number	Registration Date	Class(es) / Relevant Goods
	2,727,031	June 17, 2003	IC 025: Clothing, namely, shirts, hats, pants, t-shirts, underwear, brassieres, shorts, headbands, wristbands and socks.
	2,951,069	May 17, 2005	IC 025: Wristbands, headbands, rain suits, jackets, socks, skirts, athletic sleeves, hoods, skull wraps, skull caps, vests, hats, shorts, shirts, leggings, pants, headwear for winter and summer, underwear, tank tops, bras, girdles.
	2,991,125	September 6, 2005	IC 018: Sport bags, travel bags, duffel bags, backpacks, sack pacs, and reservoir backpacks
UNDER ARMOUR	3,052,160	January 31, 2006	IC 009: Chin straps for use with protective helmets IC 018: Toiletry kits, sold empty IC 021: sports bottles, sold empty IC 022: Lanyards for holding mouthpieces, water bottles, eyeglasses, badges, or keys

responses and informed Defendants 11 and 22 of the upcoming hearing on January 13, 2014, and the deadline for submission of a formal response and/or objection as detailed in the TRO. To date, Plaintiff’s counsel has received no further communication or formal response to the TRO from Defendants 11 and 22. True and correct copies of Defendants 11 and 22’s emails, together with Plaintiff’s counsel’s replies, are attached to the Notice of Responses Received in Connection with Service submitted to this Court [ECF No. 15].

³ The factual background is taken from Plaintiff’s Complaint, Plaintiff’s Application for Temporary Restraining Order, and supporting evidentiary submissions.

Trademark	Registration Number	Registration Date	Class(es) / Relevant Goods
			IC 024: Sports towels IC 025: Gloves
	3,638,278	June 16, 2009	IC 035: Online retail store services featuring apparel, footwear, sporting goods, eyewear, headwear, wrist bands, sweat bands, belts, gloves, hand-warmers, plastic water bottles sold empty, watches, sports bags, tote bags, travel bags, backpacks, golf bags, messenger bags, duffel bags, shoe bags for travel, toiletry bags sold empty, wheeled bags, waist packs, sling bags, umbrellas, towels, posters; Mobile retail store services featuring apparel, footwear, and sporting goods.
	3,722,112	December 8, 2009	IC 025: Ankle socks; Athletic footwear; Athletic uniforms; Baseball caps; Baseball shoes; Baseball uniforms; Baselayer bottoms; Baselayer tops; Beach footwear; Bib overalls; Boxer briefs; Boxer shorts; Briefs; Capri pants; Children's headwear; Coats; Dresses; Fleece pullovers; Football shoes; Foul weather gear; Golf shirts; Golf trousers; Hooded pullovers; Hooded sweat shirts; Hunting vests; Knit shirts; Ladies' underwear; Long-sleeved shirts; Men's socks; Men's underwear; Mittens; Moisture-wicking sports bras; Moisture-wicking sports pants; Moisture-wicking sports shirts; Polo shirts; Rain jackets; Rain trousers; Rainproof jackets; Rainwear; Running shoes; Short-sleeved shirts; Ski bibs; Ski gloves; Ski jackets; Ski pants; Ski wear; Sleeveless jerseys; Snow pants; Snowboard gloves; Snowboard mittens; Snowboard pants; Soccer boots; Sport shirts; Sports bras; Sports jackets; Sports jerseys; Sports pants; Sports shirts; Sweat bands; Sweat pants; Sweat shirts; Tennis wear; Thongs; Thongs; Training shoes; Undershirts; Unitards; Visors; Waterproof jackets and pants; Wind pants; Wind resistant jackets; Wind shirts.

The Under Armour Marks are used in connection with the manufacture and distribution of goods in the categories identified above. *See* ECF Nos. 4-1 at ¶ 5; 4-2 (containing Certificates of Registrations for the Under Armour Marks at issue).

Defendants, through the fully interactive commercial Internet websites and commercial Internet iOffer auction stores operating under their partnership and/or unincorporated association names identified on Schedule “A” hereto (the “Subject Domain Names and iOffer Auction Stores”), have advertised, promoted, offered for sale, or sold, at least, pants, shorts, t-shirts, shirts, polo shirts, tank tops, sports jerseys, sleeveless jerseys, wind resistant jackets, underwear, socks, wristbands, hats, including baseball caps and visors, sports bags, backpacks, and toiletry bags bearing what Plaintiff has determined to be counterfeits, infringements, reproductions, or colorable imitations of the Under Armour Marks. *See* ECF No. 4-1 at ¶¶ 9-14.

Although each Defendant may not copy and infringe each Under Armour Mark for each category of goods protected, Plaintiff has submitted sufficient evidence showing that each Defendant has infringed at least one or more of the trademarks at issue. *See* ECF No. 4-1 at ¶¶ 9, 11-14. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the Under Armour Marks. *See* ECF No. 4-1 at ¶ 9.

Plaintiff retained AED Investigations, Inc., a licensed private investigative firm, to investigate Defendants. *See* ECF Nos. 4-1 at ¶ 10; 4-4 at ¶ 4; 4-10 at ¶ 3.

Eric Rosaler (“Rosaler”), an officer of AED Investigations, Inc., accessed the commercial Internet website operating under the Subject Domain Name, **efeelsports.com**, and the commercial Internet iOffer auction store operating under iOffer Auction Store, **hongtai8888**, placed orders for the purchase of a product from each online store, specifically, one sports jersey

and one toiletry bag—each bearing counterfeits of at least one of the Under Armour Marks at issue in this action—and requested that each product be shipped to one of his addresses in the Southern District of Florida. *See* ECF Nos. 4-10 at ¶¶ 4-5; 4-11; 4-12. Rosaler finalized payment for the Under Armour-branded sports jersey ordered from efeelsports.com via PayPal, Inc. (“PayPal”) to the PayPal account, “nhatservice@gmail.com.” *See* ECF Nos. 4-10 at ¶ 4; 4-11. Rosaler also effected payment via PayPal for the Under Armour-branded toiletry bag ordered from the iOffer Auction Store, hongtai8888, to the PayPal account, “pootoo123@126.com.” *See* ECF Nos. 4-10 at ¶ 5; 4-12.

Rosaler also accessed Internet websites operating under the Subject Domain Names identified on the table below and went through the purchasing process⁴ for various products, most of which bore counterfeits of at least one of the Under Armour Marks at issue in this action. *See* ECF Nos. 4-10 at ¶ 6; 4-13. Following submission of his orders, Rosaler received information for finalizing payment for each of the items ordered via PayPal or bank transfer to Defendants’ respective PayPal or bank accounts as follows:

Subject Domain Name	Payment Method	Account⁵
51nfljersey.com	Bank Transfer	Bank Account Number: *****9820 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Lihuang Lin

⁴ Rosaler intentionally did not finalize his purchases from the Internet websites so as to avoid contributing funds to Defendants’ coffers. *See* ECF No. 4-4 at ¶ 4.

⁵ The full account numbers of all financial institution accounts identified herein have been redacted to avoid disclosure of private financial information, in compliance with Rule 5.2(a)(4), Fed. R. Civ. P.

Subject Domain Name	Payment Method	Account ⁵
2013bestjerseysoutlet.com	Bank Transfer	Bank Account Number: *****4603 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Liang Jun Lin
2013jerseysbynike.com	Bank Transfer	Bank Account Number: *****2384 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: LiFeng Huang
any nfljerseys.com	Bank Transfer	Bank Account Number: *****2140 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Chen QunPing
aolmlb.co cnjerseys.cc cnjerseys.co ⁶	Bank Transfer	Bank Account Number: *****9554 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Huang Yanchun
bematsoc.com ⁷	Bank Transfer	Bank Account Number: *****5177 Bank of China SWIFT Code: BKCHCNBJ970 Account Owner: Zheng Yuan Hong
	PayPal	runfangly@gmail.com
cheapjerseysaleonline.com	PayPal	wuxingcomeon@hotmail.com
cheapjerseysking.com	Bank Transfer	Bank Account Number: *****5174 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Lin Zhiping
cheapjerseysshop.cc	PayPal	168168shop@gmail.com

⁶ Upon accessing the cnjerseys.co website, Rosaler was automatically redirected and forwarded to the website operating under the domain name, cnjerseys.cc. Rosaler received identical bank transfer information following his purchasing process from aolmlb.co and cnjerseys.cc. See ECF No. 4-10 at ¶ 6 n.4.

⁷ Rosaler received information to finalize the purchasing process from bematsoc.com via both PayPal and bank transfer. See ECF No. 4-10 at ¶ 6 n.5.

Subject Domain Name	Payment Method	Account ⁵
cheapnhljerseysamerica.com neweretailstore.net ⁸	Bank Transfer	Bank Account Number: **** * **** *0 657 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Rongjiao Zhang
cooljerseysshop.com	PayPal	malongxin123@hotmail.com
gulfofmainefish.com	Bank Transfer	Bank Account Number: ***** ***** *1123 Bank of China SWIFT Code: BKCHCNBJ720 Account Owner: Lin Jianzhong
jersell.com	Bank Transfer	Bank Account Number: ***** ***** *7247 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Liu Liang Qing
jerseyschinashop.net	Bank Transfer	Bank Account Number: *****6272 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: TieCheng Liu
jerseysdh.com	PayPal	janemimin@gmail.com
jerseyshotbot.com	Bank Transfer	Bank Account Number: ****_* ****_*9-265 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Binglong Shen
jerseysmass.com 2013nfljerseyswholesale.com ⁹	Bank Transfer	Bank Account Number: **** * **** *0 250 Bank of China SWIFT Code: BKCHCNBJ59A Account Owner: Qiu De Liang
jerseysmen.cc	PayPal	lancejeffy1377@yeah.net

⁸ Rosaler received identical bank transfer information following his purchasing process from cheapnhljerseysamerica.com and neweretailstore.net. See ECF No. 4-10 at ¶ 6 n.6.

⁹ Upon accessing the 2013nfljerseyswholesale.com website, Rosaler was automatically redirected and forwarded to the website operating under the domain name, jerseysmass.com. See ECF No. 4-10 at ¶ 6 n.7.

Subject Domain Name	Payment Method	Account ⁵
jerseyspos.com reallycheapjerseys.com ¹⁰	Bank Transfer	Bank Account Number: **** * **** *8 625 China Construction Bank SWIFT Code: PCBCCNBJFJX Account Owner: Zhiyong Jiang
jerseystay.com	Bank Transfer	Bank Account Number: *****3047 Bank of China SWIFT Code: BKCH CNBJ73C Account Owner: Li Lin
jersey-styles.com	PayPal	weddingdress08@163.com
mlbsportjersey.com	Bank Transfer	Bank Account Number: **** * **** *9 962 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Jinchun Huang
msnjerseys.com	Bank Transfer	Bank Account Number: Postal Saving Bank of China SWIFT Code: PSBCCNBJ
projerseysworld.com	Bank Transfer	Bank Account Number: **** * **** *0 016 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Qiurong Wen
selloffjerseys.com	PayPal	deathhead@163.com
vipfanjerseys.com	Bank Transfer	Bank Account Number: **** * **** *7 083 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Guohui Chen

See ECF Nos. 4-10 at ¶ 6; 4-13.

Rosaler also accessed the commercial Internet iOffer Auction Stores operating under the iOffer Auction Stores identified in the table below and went through the purchasing process¹¹ for products bearing counterfeits of at least one of the Under Armour Marks at issue in this action.

¹⁰ Rosaler received identical bank transfer information following his purchasing process from jerseyspos.com and reallycheapjerseys.com. See ECF No. 4-10 at ¶ 6 n.8.

¹¹ Rosaler intentionally did not finalize his purchases from the commercial Internet iOffer Auction Stores so as to avoid contributing funds to Defendants' coffers. See ECF No. 4-4 at ¶ 4.

See ECF Nos. 4-10 at ¶ 7; 4-14. Following the submission of his orders, Rosaler received information for finalizing payment for the Under Armour branded items ordered via PayPal to Defendants' respective PayPal accounts as follows:

iOffer Auction Store	PayPal Account
hongtai8888 ¹²	aoao0920@126.com
ifeng1688	likindg@126.com
kuaitianshi168	guonianla1588@163.com
Marcyfeinberg	huizhang19810219@gmail.com
Ssddshirt	pgzhouw@163.com

See ECF Nos. 4-10 at ¶ 7; 4-14.

Thereafter, the detailed web page listings, including images of the Under Armour branded products purchased by Rosaler from the commercial Internet website operating under the Subject Domain Name, efeelsports.com, and the commercial Internet auction store operating under the iOffer Auction Store, hongtai8888, were reviewed by Under Armour's representative, who determined the products to be non-genuine, unauthorized Under Armour products. See ECF No. 4-1 at ¶¶ 10-11. Plaintiff's representative also reviewed and visually inspected Defendants' websites and iOffer auction stores, as well as pictures of items bearing the Under Armour Marks offered for sale by Defendants via their Subject Domain Names and iOffer Auction Stores, and likewise determined the products were not genuine Under Armour products. See ECF No. 4-1 at ¶¶ 12-14.

On December 29, 2013, Plaintiff filed its Complaint [ECF No. 1] against the Defendants for trademark counterfeiting and infringement, false designation of origin, and common law unfair competition. On December 30, 2013, Plaintiff filed its *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction and Order Restraining the Transfer of

¹² Rosaler received information to finalize payment via a different PayPal account during the purchasing process via the iOffer Auction Store, hongtai8888. See ECF No. 4-10 at ¶ 7 n.9.

Assets Tied to the Counterfeiting Operation [ECF No. 4]. On January 3, 2014, the Court issued an Order Granting Plaintiff's *Ex Parte* Application for a Temporary Restraining Order [ECF No. 9] and temporarily restrained Defendant from infringing the Plaintiff's Marks at issue. On January 6, 2014, the Court entered an Order [ECF No. 13] granting Plaintiff's Motion to Extend Temporary Restraining Order and Continuing Preliminary Injunction Hearing [ECF No. 12] and continued the hearing on Plaintiff's Application for Preliminary Injunction to January 13, 2014. Pursuant to the Court's January 3, 2014, Order, Plaintiff served the Defendants with a copy of the Complaint together with copies of the January 3, 2014, Order and the pleadings in this matter, thereby providing the Defendants with notice of the January 3, 2014, Order and Plaintiff's 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 also sent a copy of the Court's January 3, 2014, Order via email to the registrar of record for each of the Subject Domain Names. Thereafter, a Certificate of Service was filed confirming service on each Defendant. [ECF No. 14].

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. DISCUSSION

The uncontested declarations Plaintiff submitted in support of its Application for Preliminary Injunction support the following conclusions of law:

A. Plaintiff has a strong probability of proving at trial that consumers are likely to be confused by Defendants’ advertisement, promotion, sale, offer for sale, or distribution of pants, shorts, t-shirts, shirts, polo shirts, tank tops, sports jerseys, sleeveless jerseys, wind resistant jackets, underwear, socks, wristbands, hats, including baseball caps and visors, sports bags, backpacks, toiletry bags, and related goods bearing counterfeits, reproductions, or colorable imitations of the Under Armour Marks, and that the products Defendants are selling and promoting are copies of Plaintiff’s products that bear copies of the Under Armour Marks on pants, shorts, t-shirts, shirts, polo shirts, tank tops, sports jerseys, sleeveless jerseys, wind resistant jackets, underwear, socks, wristbands, hats, including baseball caps and visors, sports bags, backpacks, and toiletry bags.

B. Because of the infringement of the Under Armour Marks, Plaintiff is likely to suffer immediate and irreparable injury if a preliminary injunction is not granted. It appears from the following specific facts, as set forth in Plaintiff’s Complaint, Application for Preliminary Injunction, and accompanying declarations on file, that immediate and irreparable loss, damage, and injury will result to Plaintiff and to consumers because it is more likely true than not that:

1. Defendants own or control Internet website, domain name, and/or iOffer auction store businesses that advertise, promote, offer for sale, and sell, at least pants, shorts, t-shirts, shirts, polo shirts, tank tops, sports

jerseys, sleeveless jerseys, wind resistant jackets, underwear, socks, wristbands, hats, including baseball caps and visors, sports bags, backpacks, and toiletry bags bearing counterfeit and infringing trademarks in violation of Plaintiff's rights;

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

C. The balance of potential harm to Defendants in restraining their trade in counterfeit and infringing branded goods if a preliminary injunction is issued is far outweighed by the potential harm to Plaintiff, its reputation, and goodwill as a manufacturer and distributor of quality products if such relief is not issued; and

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

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 pants, shorts, t-shirts, shirts, polo shirts, tank tops, sports jerseys, sleeveless jerseys, wind resistant jackets, underwear, socks, wristbands, hats, including baseball caps and visors, sports bags, backpacks, and toiletry bags bearing counterfeits and infringements of the Under Armour 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. v. Sunrise Int’l Trading Inc.*, 51 F.3d 982, 987 (11th Cir. 1995) (citing *Federal Trade Commission v. United States Oil and 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.

IV. CONCLUSION

For the foregoing reasons, it is **ORDERED AND ADJUDGED** that Plaintiff’s Application for Preliminary Injunction [ECF No. 4] is hereby **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 hereby restrained and enjoined:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing the Under Armour 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 the Under Armour 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 Under Armour Marks, or any confusingly similar trademarks.

(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 the use of the Under Armour Marks or any confusingly similar trademarks, on or in connection with all Internet websites, domain name, and/or auction store businesses owned and operated, or controlled by them including the Internet websites and iOffer auction stores operating under the Subject Domain Names and iOffer Auction Stores;

(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 the use of the Under Armour 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 that 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 domain names used and controlled by Defendants 1-27 (collectively 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 not already done, to transfer to Plaintiff's counsel, for deposit with this Court, domain name certificates for the Subject Domain Names;

(6) Upon Plaintiff's 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, to the extent not already done, ordered to disclose to Plaintiff the true identities and contact information of those Registrants;

(7) Plaintiff may enter, and 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 or website and thereby evade the provisions of this Order;

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

(9) Upon receipt of notice of this Order, PayPal, Inc. ("PayPal")¹³ and its related companies and affiliates shall, to the extent not already done, immediately freeze all funds, as opposed to ongoing account activity, in or which hereafter are transmitted into the PayPal accounts related to the Defendants and associated e-mail addresses identified on Schedule "B" hereto and the following specific PayPal account recipients:

PayPal Account
runfangly@gmail.com
wuxingcomeon@hotmail.com
168168shop@gmail.com
malongxin123@hotmail.com
nhatservice@gmail.com
janemimin@gmail.com

¹³ PayPal is licensed to do business in the State of Florida by the Florida Office of the Controller and is therefore subject to personal jurisdiction in this Court. *See* ECF Nos. 4-4 at ¶ 9; 4-9.

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as well as all funds in or which are transmitted into (i) any other related accounts of the same customer(s), (ii) any other accounts that transfer funds into the same financial institution account(s), and/or any of the other PayPal accounts subject to this Order; and (iii) any other PayPal accounts tied to or used by any of the Subject Domain Names and iOffer Auction Stores identified on Schedule “A” hereto; and (iv) any other PayPal accounts associated with or related to the domain names and/or iOffer auction stores, e-mail addresses identified on Schedule “B” hereto;

(10) Upon receipt of notice of this Order, PayPal and its related companies and affiliates shall, to the extent not already done, immediately freeze all funds, as opposed to ongoing account activity, in or which hereafter are transmitted into PayPal accounts linked to, associated with, or that transmit funds into Defendants’ identified bank accounts,¹⁴ including but not limited to:

Account

¹⁴ The full account numbers identified herein have been redacted to avoid disclosure of private financial information, in compliance with Rule 5.2(a)(4), Fed. R. Civ. P.; however, the full account numbers are identified on Plaintiff’s Notice of Filing Reference List, filed under seal, which shall be disclosed to PayPal to effectuate the relief ordered herein.

Account
Bank Account Number: *****9820 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Lihuang Lin
Bank Account Number: *****4603 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Liang Jun Lin
Bank Account Number: *****2384 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: LiFeng Huang
Bank Account Number: *****2140 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Chen QunPing
Bank Account Number: *****9554 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Huang Yanchun
Bank Account Number: *****5177 Bank of China SWIFT Code: BKCHCNBJ970 Account Owner: Zheng Yuan Hong
Bank Account Number: *****5174 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Lin Zhiping
Bank Account Number: **** *0 657 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Rongjiao Zhang
Bank Account Number: ***** *1123 Bank of China SWIFT Code: BKCHCNBJ720 Account Owner: Lin Jianzhong
Bank Account Number: ***** *7247 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Liu Liang Qing

Account
Bank Account Number: *****6272 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: TieCheng Liu
Bank Account Number: ****_****_****_****9-265 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Binglong Shen
Bank Account Number: **** **** **** ****0 250 Bank of China SWIFT Code: BKCHCNBJ59A Account Owner: Qiu De Liang
Bank Account Number: **** **** **** ****8 625 China Construction Bank SWIFT Code: PCBCCNBJFJX Account Owner: Zhiyong Jiang
Bank Account Number: *****3047 Bank of China SWIFT Code: BKCH CNBJ73C Account Owner: Li Lin
Bank Account Number: **** **** **** ****9 962 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Jinchun Huang
Bank Account Number: ***_***_***_***_***-1288 Postal Saving Bank of China SWIFT Code: PSBCCNBJ
Bank Account Number: **** **** **** ****0 016 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Qiurong Wen
Bank Account Number: **** **** **** ****7 083 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Guohui Chen

and any other related accounts of the same customers;

(11) PayPal shall also, to the extent not already done, immediately divert to a holding account for the trust of the Court all funds in all PayPal accounts related to the PayPal account recipients:

PayPal Account
runfangly@gmail.com
wuxingcomeon@hotmail.com
168168shop@gmail.com
malongxin123@hotmail.com
nhatservice@gmail.com
janemimin@gmail.com
lancejeffy1377@yeah.net
weddingdress08@163.com
deathhead@163.com
pootoo123@126.com
aoao0920@126.com
likindg@126.com
guonianla1588@163.com
hui Zhang19810219@gmail.com
pgzhouw@163.com

and any other related accounts of the same customer(s), and/or all PayPal accounts linked to, associated with, or that transmit funds into Defendants' identified bank accounts, including but not limited to:

Account
Bank Account Number: *****9820 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Lihuang Lin
Bank Account Number: *****4603 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Liang Jun Lin
Bank Account Number: *****2384 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: LiFeng Huang
Bank Account Number: *****2140 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Chen QunPing

Account
Bank Account Number: *****9554 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Huang Yanchun
Bank Account Number: *****5177 Bank of China SWIFT Code: BKCHCNBJ970 Account Owner: Zheng Yuan Hong
Bank Account Number: *****5174 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Lin Zhiping
Bank Account Number: **** * 657 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Rongjiao Zhang
Bank Account Number: ***** *1123 Bank of China SWIFT Code: BKCHCNBJ720 Account Owner: Lin Jianzhong
Bank Account Number: ***** *7247 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Liu Liang Qing
Bank Account Number: *****6272 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: TieCheng Liu
Bank Account Number: ****_*_*_*_*_*9-265 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Binglong Shen
Bank Account Number: **** * 250 Bank of China SWIFT Code: BKCHCNBJ59A Account Owner: Qiu De Liang
Bank Account Number: **** * 625 China Construction Bank SWIFT Code: PCBCCNBJFJX Account Owner: Zhiyong Jiang

Account
Bank Account Number: *****3047 Bank of China SWIFT Code: BKCH CNBJ73C Account Owner: Li Lin
Bank Account Number: **** *9 962 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Jinchun Huang
Bank Account Number: ***_***_***_***_***-1288 Postal Saving Bank of China SWIFT Code: PSBCCNBJ
Bank Account Number: **** *0 016 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Qiurong Wen
Bank Account Number: **** *7 083 Bank of China SWIFT Code: BKCHCNBJ73C Account Owner: Guohui Chen

and any other related accounts of the same customers as well as any other accounts that transfer funds into the same financial institution account(s) as any of the other PayPal accounts subject to this Order;

(12) PayPal shall further, to the extent not already done, within five days of receiving this Order, provide Plaintiff’s counsel with all data that details (i) an accounting of the total funds frozen and identifies the PayPal account(s) to which the frozen funds are related, and (ii) the account transactions related to all funds transmitted into the PayPal account(s) that have been restrained. Such freezing of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners or the financial institutions until further order of this Court. PayPal shall receive and maintain this Order and its contents as confidential until further order of this Court. No funds restrained by this Order shall be transferred or surrendered by PayPal for any purpose (other than pursuant to a chargeback


made pursuant to PayPal's security interest in the funds) without the express authorization of this Court;

(13) This Order shall apply to the Subject Domain Names, associated websites, and any other domain names and websites properly brought to the Court's attention and verified by sworn affidavit, which verifies such new domain names are being used by the Defendants for the purpose of counterfeiting Plaintiff's Marks at issue in this action or unfairly competing with Plaintiff on the World Wide Web;

(14) Pursuant to 15 U.S.C. § 1116(d)(5)(D), Plaintiff shall maintain its previously posted bond in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), as payment of damages to which Defendants may be entitled for a wrongful injunction or restraint, during the pendency of this action, or until further Order of the Court. In the Court's discretion, the bond may be subject to increase should an application be made in the interest of justice;

(15) 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 Fort Lauderdale, Florida, this 14th day of January 2014.


ROBIN S. ROSENBAUM
UNITED STATES DISTRICT JUDGE

cc: All Counsel of Record

SCHEDULE "A"
DEFENDANTS BY NUMBER AND
SUBJECT DOMAIN NAMES AND iOFFER AUCTION STORES

Defendant Number	Defendant / Subject Domain Names and iOffer Auction Stores
1	51nfljersey.com
2	2013bestjerseysoutlet.com
3	2013jerseysbynike.com
4	anyinfljerseys.com
5	aolmlb.co
5	cnjerseys.cc
5	cnjerseys.co
6	bematsoce.com
7	cheapjerseysaleonline.com
8	cheapjerseysking.com
9	cheapjerseysshop.cc
10	cheapnhljerseysamerica.com
10	neweretailstore.net
11	cooljerseysshop.com
12	efeelsports.com
13	gulfofmainefish.com
14	jersell.com
15	jerseyschinashop.net
16	jerseysdh.com
17	jerseyshotbot.com
18	jerseysmass.com
18	2013nfljerseyswholesale.com
19	jerseysmen.cc
20	jerseyspos.com
20	reallycheapjerseys.com
21	jerseysstay.com
22	jersey-styles.com
23	mlbsportjersey.com
24	msnjerseys.com
25	projerseysworld.com
26	selloffjerseys.com
27	vipfanjerseys.com
28	hongtai8888
29	ifeng1688

Defendant Number	Defendant / Subject Domain Names and iOffer Auction Stores
30	kuaitianshi168
31	marcyfeinberg
32	ssddshirt

SCHEDULE "B"
DEFENDANTS BY NUMBER AND SUBJECT DOMAIN NAMES
AND iOFFER AUCTION STORES AND ASSOCIATED E-MAIL ADDRESSES

Def. No.	Subject Domain Name / iOffer Auction Store	E-Mail Addresses
1	51nfljersey.com	1796827051@qq.com yourjerseyhome@hotmail.com
2	2013bestjerseysoutlet.com	yuhisu@163.com sunny@alibabaec.com
3	2013jerseysbynike.com	3longhui@gmail.com jerseysbynike@hotmail.com Jerseysbynike@yahoo.com jerseysbynike01@hotmail.com jerseysbynike01@yahoo.com
4	anynfljerseys.com	jerseyshopinchina@hotmail.com
5	aolmlb.co cnjerseys.cc cnjerseys.co	nfljerseyssupplier@hotmail.com cnjerseys@hotmail.com cnjerseys@outlook.com
6	bematsoc.com	bematesoce@gmail.com doorjerseys@hotmail.com runfangly@gmail.com
7	cheapjerseysaleonline.com	cheapjerseysaleonline@hotmail.com wuxingcomeon@hotmail.com
8	cheapjerseysking.com	cheapjerseysking@yahoo.com cheapjerseysking@hotmail.com gd_sohu@yahoo.cn
9	cheapjerseysshop.cc	jerseys.mn@gmail.com 168168shop@gmail.com
10	cheapnhljerseysamerica.com neweraretailstore.net	dagenmd@163.com ylonlinetrade@gmail.com elaineonlinetrade@gmail.com
11	cooljerseysshop.com	jhw_19@gmail.com hotsell-jerseys@hotmail.com malongxin123@hotmail.com
12	efeelsports.com	justhelpme@yeah.net efeelsportservice@gmail.com efeelsports@gmail.com nhatSERVICE@gmail.com
13	gulfofmainefish.com	wowofafa46544@hotmail.com jersey2013outlet@hotmail.com nflwebstore@gmail.com
14	jersell.com	397124251@qq.com jerseyfactorystore@yahoo.com jerseyfactorystore@hotmail.com sale@jerseyfactorystore.com

Def. No.	Subject Domain Name / iOffer Auction Store	E-Mail Addresses
15	jerseyschinashop.net	admin@jerseyschinashop.net service@easychinabuy.com
16	jerseysdh.com	jerseysdh@gmail.com janejersey019@gmail.com zhengranita@gmail.com janemimin@gmail.com
17	jerseyshotbot.com	designersunglasses2012@hotmail.com jerseyshotbot@hotmail.com
18	jerseysmass.com 2013nfljerseyswholesale.com	colorolf@gmail.com contact@jerseyslord.com
19	jerseysmen.cc	200755689@qq.com jerseysmen@hotmail.com lancejeffy1377@yeah.net
20	jerseyspos.com reallycheapjerseys.com	ka87asdj8adsfkj@126.com jozeyork624erg@yahoo.com e-commercecs@live.com ecommercebuy@gmail.com
21	jerseysstay.com	jerseysstay@hotmail.com
22	jersey-styles.com	tang@zonehang.com jerseystyle@yahoo.com jerseystylefirst@hotmail.com jerseyfirst@hotmail.com jerseysecond@hotmail.com weddingdress08@163.com
23	mlbSPORTjersey.com	xiandailihao@163.com perfect001trade@gmail.com
24	msnjerseys.com	msnjerseys@hotmail.com topjerseyworld@hotmail.com
25	projerseyworld.com	michaelwen2008@gmail.com info@topjerseyworld.com
26	selloffjerseys.com	rasfasfa@fasf.com jerseyscommunity@hotmail.com deathhead@163.com
27	vipfanjerseys.com	vipfanjerseys@hotmail.com
28	hongtai8888	pootoo123@126.com aao0920@126.com
29	ifeng1688	likindg@126.com
30	kuailetianshi168	guonianla1588@163.com
31	marcyfeinberg	huizhang19810219@gmail.com
32	ssddshirt	pgzhouw@163.com