

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 11-23557-CIV-UNGARO

ACUSHNET COMPANY, *et al.*,

Plaintiffs,

vs.

TANG HAINAN, *et al.*,

Defendants.

FINAL DEFAULT JUDGMENT AND PERMANENT INJUNCTION

Pursuant to Federal Rule of Civil Procedure 58, this Court's Order on Motion for Entry of Final Default Judgment, and for good cause shown, it is hereby

ORDERED AND ADJUDGED that Final Default Judgment is hereby entered in favor of Plaintiffs, Acushnet Company, Callaway Golf Company ("Acushnet"), a Delaware corporation, with its principal place of business in the United States located at 333 Bridge Street, Fairhaven, Massachusetts 02719; Callaway Golf Company ("Callaway Golf"), a Delaware corporation, with its principal place of business in the United States located at 2180 Rutherford Road, Carlsbad, California 92008; Roger Cleveland Golf Company, Inc., a California corporation, with its principal place of business in the United States located at 5601 Skylab Road, Huntington Beach, California 92647 and SRI Sports Limited, a foreign corporation, with its principle place of business in Japan (together "Cleveland Golf"); Karsten Manufacturing Corporation ("Karsten"), a Arizona corporation, with its principal place of business in the United States located at 2201 W. Desert Cove, Phoenix, Arizona 85029; and Taylor Made Golf Company, Inc., ("TaylorMade-adidas Golf"), a Delaware corporation, with its principal place of business in the United States

located at 5545 Fermi Court, Carlsbad, California 92008 (collectively "Plaintiffs"), and against Defendants Tang Hainan and Xud Zhang (collectively "Defendants") as follows:

(1) Permanent Injunctive Relief:

Defendants and their officers, agents, servants, employees and attorneys, and all persons acting in concert and participation with Defendants are hereby permanently restrained and enjoined from:

- a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing: (i) Acushnet's trademarks identified in Paragraph 15 of the Complaint (the "Acushnet Marks"); (ii) Callaway Golf's trademarks identified in Paragraph 24 of the Complaint (the "Callaway Golf Marks"); (iii) Cleveland Golf's trademarks identified in Paragraph 33 of the Complaint (the "Cleveland Golf Marks"); (iv) Karsten's trademark identified in Paragraph 42 of the Complaint (the "Karsten Mark"); and/or (v) TaylorMade-adidas Golf's trademarks, identified in Paragraph 51 of the Complaint (the "TaylorMade-adidas Golf Marks") (collectively "Plaintiffs' Marks");
- b. using Plaintiffs' Marks in connection with the sale of any unauthorized goods;
- c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants offered for sale or sold via the domain names identified on Schedule "A" hereto (collectively the "Subject Domain Names") and/or any other website or business, as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;
- d. falsely representing themselves as being connected with Plaintiffs, through sponsorship or association;
- e. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants offered for sale or sold via the Subject Domain Names and/or any other website or business are in any way endorsed by, approved by, and/or associated with Plaintiffs;
- f. using any reproduction, counterfeit, copy, or colorable imitation of Plaintiffs' Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants via the Subject Domain Names and/or any other website or business, including, without limitation,


- (i) golf clubs, golf balls, golf bags, and golf gloves bearing the Acushnet Marks; (ii) golf clubs, golf balls, golf bags, golf shoes, golf towels, and caps bearing the Callaway Golf Marks; (iii) golf clubs bearing the Cleveland Golf Marks; (iv) golf clubs bearing the Karsten Mark; and (v) golf clubs, golf putters, golf balls, golf bags, umbrellas, and caps bearing the TaylorMade-adidas Golf Marks;
 - g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants via the Subject Domain Names and/or any other website or business, as being those of Plaintiffs or in any way endorsed by Plaintiffs;
 - h. otherwise unfairly competing with Plaintiffs;
 - i. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above; and
 - j. using of Plaintiffs' Marks, or any confusingly similar trademarks, within domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), 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 Defendants, including the Internet websites operating under all of the Subject Domain Names.
- (2) Additional Equitable Relief:
- a. In order to give practical effect to the Permanent Injunction, the Subject Domain Names are hereby ordered to be immediately transferred by Defendants, their assignees and/or successors in interest or title, and the Registrars to Plaintiff's control. To the extent the current Registrars do not facilitate the transfer of the domain names to Plaintiffs' control within five (5) days of receipt of this judgment, the Registries shall, within thirty (30) days, change the Registrar of Record for the Subject Domain Names to a United States based Registrar of Plaintiffs' choosing, and that Registrar shall transfer the Subject Domain Names to Plaintiffs;

- b. Upon Plaintiffs' request, the top level domain (TLD) Registry for each of the Subject Domain Names, within thirty (30) days of receipt of this Order, shall place the Subject Domain Names on Registry Hold status for the life of the current registration, thus removing them from the TLD zone files maintained by the Registry which link the Subject Domain Names to the IP addresses where the associated websites are hosted; and
 - c. Upon Plaintiffs' request, the Internet Corporation for Assigned Names and Numbers ("ICANN") shall take all actions necessary to ensure that the top level domain Registry responsible for the Subject Domain Names transfers and/or disables the Subject Domain Names.
- (3) Statutory damages pursuant to 15 U.S.C. § 1117(c):
 - a. Award Plaintiff Acushnet \$840,000.00 pursuant to 15 U.S.C. § 1117(c);
 - b. Award Plaintiff Callaway Golf \$420,000.00 pursuant to 15 U.S.C. § 1117(c);
 - c. Award Plaintiff Cleveland Golf \$150,000.00 pursuant to 15 U.S.C. § 1117(c);
 - d. Award Plaintiff Karsten \$30,000.00 pursuant to 15 U.S.C. § 1117(c); and
 - e. Award Plaintiff TaylorMade-adidas Golf \$2,880,000.00 pursuant to 15 U.S.C. § 1117(c).
- (4) Statutory damages pursuant to 15 U.S.C. § 1117(d):
 - a. Award Plaintiff TaylorMade-adidas Golf \$10,000.00 pursuant to 15 U.S.C. § 1117(d).
- (5) Costs of Suit: award Plaintiffs \$700.00 pursuant to 15 U.S.C. § 1117(a).
- (6) All funds currently restrained by PayPal, Inc. ("PayPal") related to the PayPal account recipient "expectation60@hotmail.com," and any other related accounts of the same customer, are to be transferred to Plaintiffs in partial satisfaction of the monetary judgment entered herein.
- (7) Interest from the date this action was filed shall accrue at the legal rate. *See* 28 U.S.C. § 1961.

- (8) The bond posted by Plaintiffs in the amount of \$10,000.00 is ordered to be released by the Clerk.

DONE AND ORDERED in Chambers at Miami, Florida, this 14 day of Feb.,

2011.



URSULA UNGARO
UNITED STATES DISTRICT JUDGE

copies provided: counsel of record

SCHEDULE A
SUBJECT DOMAIN NAMES

1. allstockonline.com
2. buzzgolfclubs.com
3. clubsgolfsale.com
4. discountgolfclubs18.com
5. drgolfstore.com
6. easybuygolf.com
7. golfbuydiscount.com
8. golfclubcheap.com
9. golfclubsbest.com
10. golfdiscountdirect.com
11. golfequiponline.com
12. golforderonline.com
13. golfsale18.com
14. golfsales365.com
15. golfsaleus.com
16. golfsaleworld.com
17. golfseasonss.com
18. golfsmartdeal.com
19. golfstore18.com
20. golfstore365.com
21. golfstoreorder.com
22. golfsuno.com
23. golfsuper118.com
24. golfsuperprice.com
25. golfsuperstoreonline.com
26. golfsuperworld.com
27. golfwholesale365.com
28. golfwholesaleseller.com
29. golfwon.com
30. golfzone18.com
31. greatestgolfclubs.com
32. greatsnowboots.com
33. higolfclubs.com
34. hotsalegolf.com
35. idealgolfclubs.com
36. igolfnuts.com
37. istockgolf.com
38. lovegolfclubs.com
39. mygolfclubsforsale.com
40. mygolfpurchase.com
41. onlinegolf18.com
42. pickgf.com
43. pickgolfclubs.com

44. putterbuy.com
45. tmgolfclub.com
46. usdiscountgolf.com
47. usgolfsale.com
48. usgolfsale18.com
49. wgbuy.com
50. wholesalegolf118.com
51. yourgolfhomes.com
52. athleticsbar.com
53. bestsportinglife.com
54. comeongolf.com
55. golfheavenus.com
56. golfutilityclubs.com
57. golfworld18.com
58. lovegolfonline.com
59. prosportsoutdoor.com
60. sportingturner.com
61. sportssaleonline.com
62. taylormader9irons.org
63. mygolfing18.com
64. clubsaleonline.com