UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 24-62388-CIV-SINGHAL

ADIDAS AG *et al*.,

Plaintiffs,

v.

THE INDIVIDUALS, BUSINESS ENTITIES,
And UNINCOPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A,

Defendants.
_____/

ORDER

THIS CAUSE is before the Court on Plaintiffs' Response to Order Establishing That Joinder is Proper (the "Response") (DE [11]) and Plaintiffs' Motion to File Under Seal (DE [5]), addressing the issue of whether joinder of Defendants in this trademark infringement action is proper under Federal Rule of Civil Procedure ("Rule") 20. Upon review of Plaintiffs' Response and its attachments and the Complaint (DE [1]), the Court concludes that joinder is proper.

I. BACKGROUND

Plaintiffs bring this action for trademark infringement, false designation of origin, and unfair competition in relation to Defendants' advertising, marketing, and selling of unauthorized products that infringe upon its designs, U.S. Trademark Nos. 0,891,222, 0,973,161, 1,300,627, 1,310,140, 1,815,956, 1,833,868, 2,179,796, 2,278,589, 2,411,802, 3,029,129, 3,029,135, 3,104,117, 3,580,958, 5,218,628, and 5,413,495 ("adidas Trademarks") (Compl., (DE [1], ¶ 18)). Plaintiffs are "currently, and for years has been, one of the world's leading manufacturers of athletic footwear, apparel, and sporting equipment." *Id*. ¶ 18. Defendants "operate domain names registered with registrars in

multiple countries, including the United States, and are comprised of individuals, business entities of unknown makeup, or unincorporated associations each of whom, upon information and belief, either reside and/or operate in foreign jurisdictions, redistribute products from the same or similar sources in those locations, and/or ship their goods from the same or similar sources in those locations to consumers as well as shipping and fulfillment centers within the United States." *Id*. ¶ 10.

In the instant action, "Defendants' counterfeiting activities are all emanating from the same interrelated websites, offering for sale the same adidas counterfeit branded goods using identical product images, identical product descriptions, and similar pricing." (Response, (DE [11], ¶ 5). Further, Defendants share the same WhatsApp contact number. *Id*.

II. LEGAL STANDARD

"On motion or on its own, the court may at any time, on just terms, add or drop a party. The court may also sever any claim against a party." Fed. R. Civ. P. 21. Rule 20(a)(2) provides, in relevant part: "Persons . . . may be joined in one action as defendants if: (A) any right to relief is asserted against them jointly, severally, or in the alternative with respect to or arising out of the same transaction, occurrence, or series of transactions or occurrences; and (B) any question of law or fact common to all defendants will arise in the action." Fed. R. Civ. P. 20(a)(2). Thus, permissible joinder under Rule 20 requires, in part, a right to relief to be asserted against each defendant, jointly, severally, or in the alternative with respect to, or arising out of, the same transaction, occurrence, or series of transactions or occurrences. *Id.* "The district court has broad discretion to join parties or not and that decision will not be overturned as long as it falls

within the district court's range of choices." *Swan v. Ray*, 293 F.3d 1252, 1253 (11th Cir. 2002) (per curiam) (citing *In re Rasbury*, 24 F.3d 159, 168 (11th Cir. 1994)).

The Eleventh Circuit has explained that "[i]n determining what constitutes a transaction or occurrence for the purposes of Rule 20(a), courts have looked for meaning to [Fed. R. Civ. P.] 13(a) governing compulsory counterclaims." *Alexander v. Fulton County*, 207 F.3d 1303, 1323 (11th Cir. 2000), *overruled on other grounds by Manders v. Lee*, 338 F.3d 1304 (11th Cir. 2003). To that end, "all logically related events entitling a person to institute a legal action against another generally are regarded as comprising a transaction or occurrence." *Id.* (citation and internal quotation marks omitted). "The 'logical relationship' standard is a 'loose' one that 'permits a broad realistic interpretation in the interest of avoiding a multiplicity of suits.'" *Rhodes v. Target Corp.*, 313 F.R.D. 656, 659 (M.D. Fla. 2016) (quoting *Edwards-Bennett v. H. Lee Moffitt Cancer & Rsch. Inst., Inc.*, 2013 WL 3197041, at *1 (M.D. Fla. June 21, 2013)). "Notably, similar issues of liability alone are not sufficient to warrant joinder; the claims must also share operative facts." *Id.*

While the Federal Rules of Civil Procedure are construed generously towards "entertaining the broadest possible scope of action consistent with fairness to the parties," and joinder of parties is "strongly encouraged," a district court maintains broad discretion in whether to allow joinder. *Vanover v. NCO Fin. Servs., Inc.*, 857 F.3d 833, 839 (11th Cir. 2017) (quoting *United Mine Workers of Am. v. Gibbs*, 383 U.S. 715, 724 (1966)); Swan, 293 F.3d at 1253. "Plainly, the central purpose of Rule 20 is to promote trial convenience and expedite the resolution of disputes, thereby eliminating unnecessary lawsuits." *Alexander*, 207 F.3d at 1323 (citation omitted).

III. DISCUSSION

Plaintiffs argue that "[j]oinder in this case is proper, because Defendants are directly related and operating as a single, multi-pronged organization engaged in the sale of counterfeit adidas-branded goods." (DE [11], ¶ 2). Plaintiff states that (i) Defendants share the same WhatsApp contact number; (ii) "Defendants' counterfeiting activities are all emanating from the same interrelated websites, offering for sale the same adidas counterfeit branded goods using identical product images, identical product descriptions, and similar pricing"; and (iii) "Defendants acts of infringement occurred during the same time period, with the investigation completed on the same day within about a 7-hour period." (DE [11], ¶ 5).

The Court agrees with the D.C. Circuit that "[s]imply committing the same type of violation in the same way does not link defendants together for the purposes of joinder." *AF Holdings, LLC v. Does 1–1058*, 752 F.3d 990, 998 (D.C. Cir. 2014) (citation and internal quotation marks omitted). The fact the sellers used identical product images and descriptions is not a meaningful distinction for joinder analysis purposes. In *Ilustrata*, the court held that joinder was inappropriate when the advertisement pertained to *similar* products on *similar* websites. *Ilustrata Servicos Design*, 2021 WL 5396690, at *2. It is perfectly logical that a defendant who has no qualms with selling infringing products would also have no issue with stealing another storefront's marketing content. Alone, "offering for sale the same adidas counterfeit branded goods using identical product images, identical product descriptions, and similar pricing" does not support the inference that Defendants are related to each other or otherwise involved in the same "transaction, occurrence, or series of transactions or occurrences." (DE [11], ¶ 5(b)). But here, Plaintiffs make more than "broad, conclusory allegations of connectivity" to show that joinder is proper *Omega*, 650 F. Supp. 3d at 1352–53.

In the instant action, Defendants share the same WhatsApp number. Further, Plaintiffs show that there is a time-bounded feature that might otherwise cause Defendants to be participating in the same "transaction, occurrence, or series of transactions or occurrences" for joinder purposes. In *AF Holdings, LLC*, the court assumed without deciding that two individuals who participated in a swarm at the same time could be part of the same "transaction, occurrence, or series of transactions or occurrences" for joinder purposes, but it found joinder improper because the plaintiff provided no basis for the court to conclude that the defendants were participating in the same swarm at the same time, with some of the evidence presented by the plaintiff spanning a period of nearly five months. 752 F.3d at 998. Here, the investigation pinpointed these transactions to a seven-hour time frame. (DE [11], ¶ 5(c)).

Thus, these logically related events, namely that the one WhatsApp number was the source of the transactions and the limited span of time in which the transactions occurred, show that Defendants were operating in the same occurrence. Accordingly, this Court permits the joinder of these Defendants "in the interest of avoiding a multiplicity of suits.'" *Rhodes v. Target Corp.*, 313 F.R.D. 656, 659 (M.D. Fla. 2016) (quoting *Edwards-Bennett v. H. Lee Moffitt Cancer & Rsch. Inst., Inc.*, 2013 WL 3197041, at *1 (M.D. Fla. June 21, 2013)).

In view of the foregoing, the Court exercises its discretion to join these Defendants pursuant to Rule 20. Accordingly, it is hereby

ORDERED AND ADJUDGED that that the Plaintiffs' Motion to File Under Seal (DE [5]) is **GRANTED**. Plaintiffs may file their Schedule A under seal pending service and resolution of Plaintiffs' request for *ex parte* relief. Schedule "A" to the Plaintiffs'

Amended Complaint and Summons shall be filed under seal and shall remain under seal until further order from this Court.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 1st day of April 2025.

RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF