

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
CASE NO. 23-61084-CIV-SMITH**

ADIDAS AG, *et al.*,

Plaintiffs,

vs.

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

Defendants.

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**PLAINTIFFS’ *EX PARTE* APPLICATION FOR ENTRY OF  
TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION,  
AND ORDER RESTRAINING TRANSFER OF ASSETS  
AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

Plaintiffs, adidas AG, adidas International Marketing B.V., and adidas America, Inc. (“Plaintiffs”), hereby do apply, on an *ex parte* basis, for entry of a temporary restraining order and an order restraining transfer of assets, and upon expiration of the temporary restraining order, a preliminary injunction against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule “A” hereto (“Defendants”) pursuant to 15 U.S.C. § 1116, Fed. R. Civ. P. 65, The All Writs Act, 28 U.S.C. § 1651(a), and the Court’s inherent authority. In support thereof, Plaintiffs submit the following memorandum of law.

**I. INTRODUCTION**

Defendants are knowingly and intentionally promoting, advertising, distributing, offering for sale, and selling goods bearing and/or using counterfeits and confusingly similar imitations of one or more of Plaintiffs’ registered trademarks within this district and throughout the United States by operating Internet based e-commerce stores operating under the seller names identified on Schedule “A” hereto (“E-commerce Store Names”). Plaintiffs obtained evidence clearly demonstrating that Defendants (a) are engaged in the advertising, offering for sale, and sale of counterfeit versions of Plaintiffs’ branded goods; and (b) accomplish their sales of counterfeit goods via the Internet using, at least, the E-commerce Store Names. Plaintiffs’ Complaint thus

alleges claims for trademark counterfeiting and infringement, false designation of origin, cybersquatting, common law unfair competition, and common law trademark infringement.

Defendants' unlawful activities deprive Plaintiffs of their rights to determine the way their trademarks are presented to the public. Indeed, Defendants have and continue to wrongfully trade and capitalize on Plaintiffs' reputation and goodwill and the commercial value of Plaintiffs' trademarks. Defendants are defrauding Plaintiffs and consumers for their own benefit. Defendants should not be permitted to continue their unlawful activities, which are causing Plaintiffs ongoing irreparable harm. Accordingly, Plaintiffs seek entry of a temporary restraining order prohibiting Defendants' further wrongful use of Plaintiffs' trademarks.

Plaintiffs also seek to restrain Defendants' unlawful profits. Plaintiffs obtained evidence that Defendants use money transfer and/or retention/processing services with PayPal, Inc. ("PayPal") or Stripe, Inc. ("Stripe") (collectively, "Financial Entities") as a method to receive monies generated through the sale of their counterfeit products. The Lanham Act allows Plaintiffs to recover the illegal profits gained through Defendants' sales of counterfeit and infringing goods. See 15 U.S.C. § 1117(a). Considering the inherently deceptive nature of the counterfeiting business, Plaintiffs have good reason to believe Defendants will hide or transfer their ill-gotten assets beyond the Court's jurisdiction unless they are restrained. To preserve that disgorgement remedy and all other equitable remedies available, Plaintiffs seek an *ex parte* order restraining Defendants' assets, including specifically, the funds transmitted through the Financial Entities.

## **II. STATEMENT OF FACTS**

### **A. Plaintiffs' Rights.**

Plaintiffs' own all rights in and to the federally registered trademarks identified in Paragraphs 4 and 5 (the "adidas Marks") of the Declaration of Mia Nidia Gutierrez in Support of Plaintiffs' Application for TRO ("Gutierrez Decl."), which are used in connection with the manufacture and distribution of quality goods in the categories identified therein. (Gutierrez Decl. ¶¶ 4–5.) The adidas Marks are symbols of Plaintiffs' quality, reputations, and goodwill and have never been abandoned. (See Gutierrez Decl. ¶¶ 6–11.) Plaintiffs expend substantial resources developing, advertising, and otherwise promoting the adidas Marks. (See id. ¶ 8.) Accordingly, the adidas Marks are famous marks as the term is used in 15 U.S.C. § 1125(c)(1).

Furthermore, Plaintiffs extensively use, advertise, and promote the adidas Marks in the United States in interstate commerce, and carefully monitor and police the use of their trademarks. (See *id.* at ¶¶ 6–11.) As a result, members of the consuming public readily identify products sold under the adidas Marks as being quality merchandise sponsored and approved by Plaintiffs, and the trademarks have achieved secondary meaning as identifiers of high-quality products. At all times relevant hereto, Defendants have been aware of Plaintiffs’ (a) ownership of the adidas Marks; (b) exclusive right to use the adidas Marks; and (c) substantial goodwill embodied in, and favorable recognition for, the adidas Marks.

**B. Defendants Wrongfully Use Plaintiffs’ Trademarks.**

Defendants do not have, nor have they ever had, the right or authority to use the adidas Marks for any purpose. (Gutierrez Decl. ¶¶ 13, 16.) Despite their known lack of authority to do so, Defendants are concurrently promoting and otherwise advertising, distributing, selling and/or offering for sale, through their respective E-commerce Store Names, goods using counterfeit and infringing marks that are exact copies of one or more of the adidas Marks, without authorization (“Defendants’ Goods”). (Gutierrez Decl. ¶¶ 13–17; Declaration of Virgilio Gigante in Support of Plaintiffs’ Application for TRO (“Gigante Decl.”) ¶ 2; Declaration of Kathleen Burns in Support of Plaintiffs’ Application for TRO (“Burns Decl.”) ¶ 4; see also web page captures from Defendants’ E-commerce Store Names displaying Plaintiffs’ branded goods offered for sale attached as Comp. Ex. “1” to the Burns Decl.)

Given Defendants’ slavish copying of the adidas Marks, Defendants’ Goods offered for sale and sold under identical marks are indistinguishable to consumers, both at the point of sale and post-sale. By using the adidas Marks, Defendants have created a false association between their counterfeit and infringing goods and Plaintiffs in violation of 15 U.S.C. § 1125(a) and is causing and will continue to cause Plaintiffs irreparable harm. (Gutierrez Decl. ¶ 24.) Additionally, Defendant Numbers 1–8’s registration of their domain names incorporating at least one of the adidas Marks constitutes cybersquatting in violation of 15 U.S.C. § 1125(d).

Plaintiffs’ counsel retained Invisible Inc (“Invisible”), a licensed private investigation firm, to investigate the promotion and sale of counterfeit and infringing versions of Plaintiffs’ branded products by Defendants and determine the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit versions of Plaintiffs’ branded merchandise. (Gutierrez Decl. ¶ 14; Gigante Decl. ¶ 2; Burns Decl. ¶ 3.) Invisible accessed the e-commerce

stores operating under Defendants’ respective E-commerce Store Names, placed an order from each Defendant for the purchase of a product bearing and/or using counterfeits of one or more of the adidas Marks, and requested each product be shipped to addresses in the Southern District of Florida. (See Burns Decl. ¶ 4 and Comp. Ex. 1 thereto.) Each order was processed entirely online, and following the submission of the orders, Invisible received information for finalizing payment<sup>1</sup> for the products ordered from Defendants to their respective payment accounts, as identified on Schedule “A.”<sup>2</sup> (Id. and Comp. Ex. 1 thereto.) The detailed web page captures and images of products ordered via Defendants’ E-commerce Store Names were sent to Plaintiffs representative for inspection. (Burns Decl. ¶ 4; Gigante Decl. ¶ 2; Gutierrez Decl. ¶ 15.) Plaintiffs’ representative who has significant experience identifying the distinctions between genuine versions of Plaintiffs’ branded merchandise and counterfeit copies of the same, reviewed and visually inspected the adidas-branded goods ordered by Invisible via each of the E-commerce Store Names and determined the products were non-genuine, unauthorized versions of Plaintiffs’ goods. (Gutierrez Decl. ¶¶ 16–17.)

Section 45 of the Lanham Act defines a “counterfeit” as “a spurious mark which is identical with, or substantially indistinguishable from, a registered mark.” 15 U.S.C. § 1127. Also, using the “ocular test” of direct comparison, courts have found that even marks that are slightly modified from the registered marks copied are to be considered counterfeit marks. See Fimab-Finanziaria Maglificio vs. Helio Import/Export, Inc., 601 F. Supp. 1 (S.D. Fla. 1983). Comparing the adidas Marks to the marks used by Defendants in connection with Defendants’ Goods reveals the obvious counterfeit nature of Defendants’ Goods. (Compare Plaintiffs’ Trademark Registrations [Comp. Ex. 1 to the Compl.] with Defendants’ E-commerce Store Names [Comp. Ex. 1 to the Burns Decl.].) Defendants’ Goods are being promoted, advertised, offered for sale, and sold by Defendants within this district and throughout the United States (Burns Decl. ¶ 4.) Defendants are profiting by preying upon consumers, many of whom have no knowledge Defendants are defrauding them. Some Defendants are also falsely representing to consumers that their counterfeit and infringing branded goods are genuine, authentic, endorsed, and authorized by

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<sup>1</sup> Invisible did not transmit the funds to finalize the sale for the orders from some of the Defendants so as to avoid funding Defendants’ coffers (Gigante Decl. ¶ 2, n.1; Burns Decl. ¶ 4, n.1.)

<sup>2</sup> The e-mail addresses provided by Defendants in connection with their respective E-commerce Store Names are included on Schedule “A” hereto. (Gigante Decl. ¶ 3, n.2; Burns Decl. ¶ 4 n.2.)

Plaintiffs. Defendants' activities infringe on Plaintiffs' rights. The E-commerce Store Names and associated payment accounts are a substantial part of how Defendants further their scheme and cause Plaintiffs' harm.

**C. Defendants Unfairly Compete with and Cause Indivisible Harm to Plaintiffs.**

Defendants are all using counterfeits and infringements of Plaintiffs' famous names and the adidas Marks to make their e-commerce stores appear more relevant and attractive to consumers shopping for genuine adidas branded products online. While each Defendant causes direct individual harm to Plaintiffs, the combined effect of Defendants' unlawful activities functions as a force multiplier to cause Plaintiffs a single indivisible harm. (Gutierrez Decl. ¶¶ 20, 23.) In other words, they are all logically part of the same occurrence. Defendants are therefore properly joined in this action pursuant to Fed. R. Civ. P. 20. See Bose Corp. v. The P'ships and Unincorporated Ass'ns Identified on Schedule "A," 334 F.R.D. 511 (N.D. Ill. Feb. 19, 2020) (holding that the combined effect of the individual harm suffered by a plaintiff from online counterfeiters creates injuries to the plaintiff in the aggregate constituting an occurrence under Rule 20.)

Specifically, genuine adidas branded goods are widely legitimately advertised, promoted, offered for sale, and discussed by Plaintiffs and unrelated third parties via the Internet. (Gutierrez Decl. ¶ 18.) Visibility on the Internet, particularly via search engines and social media platforms, is important to Plaintiffs' overall marketing and consumer education efforts. (Id. at ¶ 19.) Plaintiffs expend significant resources on Internet marketing and consumer education regarding their products, including search engine optimization, search engine marketing, and social media strategies, which allow Plaintiffs and others to fairly educate consumers about the value associated with the adidas brand and the goods sold thereunder. (Id.; see also Compl. ¶ 25.)

Counterfeiters like Defendants embrace similar marketing strategies to Plaintiffs and are concurrently leveraging them to cause greater, more significant harm to Plaintiffs. The combination of all Defendants engaging in the same exact illegal activity for the same purpose over the same time span causes Plaintiffs irreparable harm in a way that the individual actions occurring alone might not. See, Bose Corp., 334 F.R.D. at 517 ("[Plaintiff] does not perceive any one counterfeiter to be the problem. Each injury by itself is relatively inconsequential to [Plaintiff]. Rather, it is the injuries in the aggregate . . . that is harmful and from which [Plaintiff] seeks shelter.") Defendants are jointly and concertedly harming Plaintiffs' marketing efforts on the

Internet by blocking and consistently increasing the cost of online visibility for Plaintiffs' legitimate, authorized websites. (Gutierrez Decl. ¶ 22.) The combination of Defendants' unlawful activities increases Plaintiffs' cost to market their genuine goods and educate consumers about their brand. (*Id.*); *see, Bose Corp.*, 334 F.R.D. at 517 ("Seeking relief against each member of the swarm one by one defies common sense, because it is the swarm—the fact that all Defendants are attacking at once—that is the defining aspect of the harm from which [Plaintiff] seeks relief.").

Defendants, each of whom is likely aware of the existence of the illegal marketplace and the activities of the others to perpetuate the same, are combining the force of their actions to cause individual, concurrent, and indivisible harm to Plaintiffs and consumers. (Gutierrez Decl. ¶¶ 22–23; Compl. ¶¶ 29, 42–43). *See also Bose Corp.*, 334 F.R.D. at 517 ("Joinder of all defendants who are part of the swarm attacking [Plaintiff's] trademarks flows easily from conceptualizing the swarm as the relevant Rule 20 'occurrence.'") By engaging in market building strategies based upon an illegal use of the adidas Marks, Defendants are obliterating the otherwise open and available marketplace space in which Plaintiffs have the right to fairly market their goods and associated message. (Gutierrez Decl. ¶ 21.) Through their combined concurrent actions, Defendants are causing individual, concurrent, and indivisible harm to Plaintiffs and the consuming public by (i) depriving Plaintiffs and other third parties of the ability to fairly compete for space within marketing results, (ii) causing an overall degradation of the value of the goodwill associated with the adidas Marks, (iii) increasing Plaintiffs' overall cost to market their goods and educate consumers about their brand via the World Wide Web (the "Web"), and (iv) creating and maintaining an illegal marketplace using the Web which perpetuates the ability of Defendants to confuse consumers and harm Plaintiffs with impunity. (Gutierrez Decl. ¶ 22.) *See, Bose Corp.*, 334 F.R.D. at 517 ("From the plaintiff's perspective . . . it is irrelevant whether the swarm is intentionally coordinated or simply a product of market forces enabled by the internet.")

Meaningful space on the Web, including marketplace and social media advertisement space, is akin to real estate – there is only so much of it available. Website operators, including Plaintiffs and Defendants, expend significant resources incorporating concepts and popular search terms, such as the adidas Marks, into their on-site and off-site content and advertising to promote visibility on the Web. (*See* Gutierrez Decl. ¶¶ 18–19.) A significant part of relevant market targeting involves reaching a specific demographic or profile based upon a user's search terms. (*See id.*) Plaintiffs are doing so through the use of their trademarks in which they have made a

substantial economic investment, and Defendants are doing so through subterfuge and the unlawful use of the adidas Marks. Each Defendant is helping to create and maintain the overall illicit marketplace where they market and sell their respective goods and confuse consumers.

Plaintiffs, their trademark rights, and associated goodwill are suffering death by 1,000 cuts caused by the combined force of all Defendants' individual but concurrent unlawful activities. The combined force and effect of all of Defendants' actions are causing the single indivisible harm of the mass consumer confusion and the denial of Plaintiffs' right to fairly compete for visibility on the Web.

### **III. ARGUMENT**

#### **A. A Temporary Restraining Order is Essential to Prevent Immediate Injury.**

Rule 65(b) of the Federal Rules of Civil Procedure provides, in part, that a temporary restraining order may be granted without written or oral notice to the opposing party or that party's counsel where "specific facts in an affidavit . . . clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition." Fed. R. Civ. P. 65(b). This is such a case.

Defendants fraudulently promote, advertise, offer for sale, and sell goods using counterfeits and infringements of the adidas Marks via their E-commerce Store Names. Specifically, Defendants wrongfully use counterfeits and infringements of the adidas Marks to increase consumer traffic to their illegal operations. By their actions, Defendants are creating a false association in the minds of consumers between Defendants and Plaintiffs. The entry of a temporary restraining order will serve to immediately stop Defendants from benefiting from their wrongful use of the adidas Marks and preserve the status quo until such time as a hearing can be held. See Dell Inc. v. BelgiumDomains, LLC, No. 07-22674 2007 WL 6862341, at \*2 (S.D. Fla. Nov. 21, 2007) (finding *ex parte* relief more compelling where Defendants' scheme "is in electronic form and subject to quick, easy, untraceable destruction by Defendants.")

Absent a temporary restraining order without notice, Defendants can significantly alter the status quo before the Court can determine the parties' respective rights. In particular, the e-commerce stores at issue are under Defendants' complete control. Thus, Defendants can change the ownership or modify the e-commerce store registration data and content, redirect consumer traffic to other e-commerce stores, change payment accounts, and transfer assets and ownership of

the E-commerce Store Names. (Gigante Decl. ¶ 5.) Such modifications can happen in a short span of time after Defendants are provided with notice of this action. (*Id.*) Thus Defendants can easily electronically transfer and secret the funds sought to be restrained if they obtain advance notice of Plaintiffs’ Application for TRO, thereby thwarting the Court’s ability to grant meaningful relief and can completely erase the status quo. (*Id.*) As Defendants engage in illegal counterfeiting and infringing activities, Plaintiffs have no reason to believe Defendants will make their assets available for recovery pursuant to an accounting of profits and other equitable remedies or will adhere to the authority of this Court any more than they have adhered to federal trademark law.

Moreover, federal courts have long recognized that civil actions against counterfeiters – whose very businesses are built around the deliberate misappropriation of rights and property belonging to others – present special challenges that justify proceeding on an *ex parte* basis. Columbia Pictures Indus., Inc. v. Jasso, 927 F. Supp. 1075, 1077 (N.D. Ill. 1996) (observing that “proceedings against those who deliberately traffic in infringing merchandise are often useless if notice is given to the infringers”). This Court should prevent an injustice from occurring by issuing an *ex parte* temporary restraining order which precludes Defendants from continuing to display their infringing content or modifying or deleting any related content or data to prevent ongoing irreparable harm and maintain the status quo.

#### **B. Standard for Temporary Restraining Order and Preliminary Injunction.**

In this Circuit, the standard for obtaining a temporary restraining order and the standard for obtaining a preliminary injunction are the same. See Emerging Vision, Inc. v. Glachman, No. 10-cv-80734, 2010 WL 3293346, at \*3 (S.D. Fla. June 29, 2010) (citing Siegel v. LePore, 120 F. Supp. 2d 1041 (S.D. Fla. 2000) *aff’d* 234 F.3d 1163 (11th Cir. 2000)). To obtain a temporary restraining order or a preliminary injunction, a party must establish (1) a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that 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) (affirming entry of preliminary injunction and freezing of assets). Plaintiffs’ evidence establishes all of the relevant factors.

**1. Probability of Success on the Merits of Plaintiffs' Claims.**

**a) Likelihood of Success on Counterfeiting Claim.**

Title 15 U.S.C. §1114 provides liability for trademark infringement if, without the consent of the registrant, a defendant uses “in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive.” 15 U.S.C. § 1114 (2022). Plaintiffs must demonstrate (1) ownership of the trademarks at issue; (2) Defendants’ use of the trademarks is without Plaintiffs’ authorization; and (3) Defendants’ use is likely to cause confusion, mistake, or deception as to the source, affiliation, or sponsorship of Defendants’ Goods. See 15 U.S.C. § 1114(1). Plaintiffs’ evidence submitted herewith satisfies these requirements.

The first two elements of Plaintiffs’ trademark counterfeiting and infringement claims are easily met. The adidas Marks are owned by Plaintiffs and registered on the Principal Register of the United States Patent and Trademark Office, and all but one have become “incontestable” under 15 U.S.C. §§ 1058 and 1065. (See Comp. Ex. “1” to the Compl.) See Ocean Bio-Chem, Inc. v. Turner Network Television, Inc., 741 F. Supp. 1546, 1554 (S.D. Fla. 1990) (“Incontestable status provides conclusive evidence of the registrant’s exclusive right to use the registered mark, subject to §§ 15 and 33(b) of the Lanham Act.”). Moreover, Defendants have never had the right or authority to use the adidas Marks. (Gutierrez Decl. ¶¶ 13, 16.)

The Eleventh Circuit uses a seven-factor test in determining the third element, likelihood of confusion. See Ross Bicycles, Inc. v. Cycles USA, Inc., 765 F.2d 1502, 1506 (11th Cir. 1985). These factors, as outlined in Safeway Store, Inc. v. Safeway Discount Drugs, Inc., are: (1) the strength of the mark; (2) the similarity of marks; (3) the similarity of the goods; (4) similarity of the sales methods; (5) the similarity of advertising media; (6) a defendant’s intent; and (7) evidence of actual confusion. See 675 F.2d 1160, 1164 (11th Cir. 1982); see also Lipscher v. LRP Publ’ns, Inc., 266 F.3d 1305, 1303 (11th Cir. 1997). The seven factors listed are to be weighed and balanced and no single factor is dispositive. (Id.)

**(1) Strength of the Marks.**

The spectrum of protectability and strength for trademarks is divided into four primary types of designations: (1) coined, fanciful or arbitrary; (2) suggestive; (3) descriptive; and (4)

generic. See Two Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 768, 112 S. Ct. 2753, 120 L.Ed.2d 615 (1992). Arbitrary or fanciful marks are the strongest and deemed inherently distinctive and entitled to protection. (See id.) It cannot be seriously disputed that the adidas Marks are strong, arbitrary and fanciful marks. (See Comp. Ex. “1” to the Complaint.) The adidas Marks have also acquired secondary meaning. Plaintiffs expend substantial resources in developing, advertising, and promoting the adidas Marks. (Gutierrez Decl. ¶¶ 6–9.) The adidas Marks enjoy widespread recognition in the United States and are prominent in the minds of consumers.

## **(2) Similarity of the Marks.**

Likelihood of confusion is greater when an infringer uses the exact trademark. Turner Greenberg Assocs. v. C & C Imps., 320 F. Supp. 2d 1317, 1332 (S.D. Fla. 2004). Defendants are using marks that are identical to the adidas Marks. (Compare Plaintiffs’ Trademark Registrations [Comp. Ex. “1” to the Compl.] with Defendants’ E-commerce Store Names [Comp. Ex. “1” to the Burns Decl.].)

## **(3) Similarity of the Goods.**

“The greater the similarity between the products and services, the greater the likelihood of confusion.” John H. Harland Co. v. Clarke Checks, Inc., 711 F.2d 966, 976 (11th Cir. 1983). Defendants are selling the same types of goods Plaintiffs sell. (Gutierrez Decl. ¶¶ 4–5; see generally Defendants’ E-commerce Store Names, attached as Comp. Ex. “1” to the Burns Decl.) Because they bear counterfeits of the adidas Marks, Defendants’ Goods appear virtually identical to Plaintiffs’ genuine products. Standing alone, this similarity can be held sufficient to establish a likelihood of confusion. See John H. Harland Co., 711 F.2d at 976.

## **(4) Similarity of Sales Method and (5) Advertising Method.**

Convergent marketing channels increase the likelihood of confusion. See Turner Greenberg Assocs., 320 F. Supp. 2d at 1332. Both Plaintiffs and Defendants sell and advertise their products using at least one of the same marketing channels, the Internet, in the same geographical distribution areas within the United States, including the Southern District of Florida. (Gutierrez Decl. ¶¶ 7, 18–19; Burns Decl. ¶ 4.) Thus, the conditions of purchase for both parties are unmistakably identical. Moreover, both target the same general United States consumers, and as such, Plaintiffs are directly competing with Defendants’ products.

**(6) Defendants' Intent.**

This district has held that when an alleged infringer adopts a mark “with the intent of obtaining benefit from the plaintiff’s business reputation, ‘this fact alone may be sufficient to justify the inference that there is confusing similarity.’” Turner Greenberg Assocs., 320 F. Supp. 2d at 1333, citing Carnival Corp. v. Seaescape Casino Cruises, Inc., 74 F. Supp. 2d 1261, 1268 (S.D. Fla. 1999). In a case of clear-cut copying such as in this case, it is appropriate to infer Defendants intended to benefit from Plaintiffs’ reputations, to Plaintiffs’ detriment. See Playboy Ent., Inc. v. P.K. Sorren Export Co. Inc. of Fla., 546 F. Supp. 987, 996 (S.D. Fla. 1982).

**(7) Evidence of Actual Confusion.**

Actual confusion is unnecessary to establish infringement since the test is likelihood of confusion. See Frehling Enters. v. Int’l Select Group, Inc., 192 F.3d 1330, 1340 (11th Cir. 1999). In this case, however, it is reasonable to infer actual confusion exists in the marketplace because Defendants are advertising, offering to sell and selling counterfeit goods identical in appearance to those sold by Plaintiffs. (Gutierrez Decl. ¶¶ 13–16; Burns Decl. ¶ 4 and Comp. Ex. “1” thereto.) Even if buyers are told of the bogus nature of Defendants’ Goods, other consumers viewing Defendants’ Goods in a post-sale setting will obviously be confused, because they are viewing goods bearing and/or using the adidas Marks, which undeniably creates the impression they are viewing genuine goods sold or authorized by Plaintiffs. Such post-sale confusion is entirely actionable. See Remcraft Lighting Products, Inc. v. Maxim Lighting, Inc., 706 F. Supp. 855, 859 (S.D. Fla. 1989) (“The likelihood of confusion need not occur at wholesale level when the end user will be confused.”)

The seven factors weigh only in Plaintiffs’ favor. Plaintiffs have therefore shown a probability of success on the merits of their trademark counterfeiting and infringement claim.

**b) Likelihood of Success on False Designation of Origin, Common Law Unfair Competition, and Common Law Trademark Infringement Claims.**

As with a trademark infringement claim, the test for liability for false designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), is also whether the public is likely to be deceived or confused by the similarity of the marks at issue. Two Pesos, 505 U.S. at 780. Additionally, whether a defendant’s use of a plaintiff’s trademarks creates a likelihood of

confusion between the plaintiff's and the defendant's products is also the determining factor in the analysis of unfair competition under the common law of Florida and Florida common law trademark infringement. See Planetary Motion, Inc. v. Techsplosion, Inc., 261 F.3d 1188, 1193 n.4 (11th Cir. 2001) ("Courts may use an analysis of federal infringement claims as a 'measuring stick' in evaluating the merits of state law claims."); PetMed Express, Inc. v. MedPets.com, Inc., 336 F. Supp. 2d 1213, 1217–18 (S.D. Fla. 2004). Whether the violation is called infringement, unfair competition, or false designation of origin, the test is identical – is there a "likelihood of confusion?" Two Pesos, 505 U.S. at 763. Thus, because Plaintiffs have established the merits of their trademark counterfeiting and infringement claims against Defendants, a likelihood of success is also shown for Plaintiffs' false designation of origin, as well as their common law unfair competition and trademark infringement claims.

**c) Likelihood of Success on Cybersquatting Claim.**

The Anticybersquatting Consumer Protection Act ("ACPA") protects an owner of a distinctive or famous trademark from another's bad faith intent to profit from that trademark by registering or using a domain name that is identical or confusingly similar to the trademark owner's mark without regard to the goods or services. 15 U.S.C. § 1125(d). Plaintiffs must prove (1) the adidas Marks are distinctive or famous and entitled to protection; (2) Defendants' domain names are identical or confusingly similar to the adidas Marks; and (3) Defendants registered or used the domain names with a bad faith intent to profit. Bavaro Palace, S.A. v. Vacation Tours, Inc., 203 Fed. Appx. 252, 256, 2006 WL 2847233, at \*3 (11th Cir. 2006).

Defendant Numbers 1-8 (the "Cybersquatting Defendants") have registered their respective domain names incorporating, at least, one of the adidas Marks in its entirety rendering the names nearly identical to the adidas' Marks (the "Cybersquatted Domain Names"). See Victoria's Cyber Secret Ltd. P'ship v. V Secret Catalogue, Inc., 161 F. Supp. 2d 1339, 1351 (S.D. Fla. 2001) ("The taking of an identical copy of another's famous and distinctive trademark for use as a domain name creates a presumption of confusion among Internet users as a matter of law.").

The ACPA lists nine nonexclusive factors for determining whether a domain name has been registered or used in "bad faith" with an intent to profit from a mark in registering or using the mark in a domain name. See 15 U.S.C. § 1125(d)(1)(B)(i); see also Victoria's Cyber Secret Ltd. P'ship, 161 F. Supp. 2d at 1346. The nine factors are not meant to be exclusive and the Court may consider all relevant factors in making a determination of bad faith. Id. at 1347. An

examination of the bad faith factors compels the conclusion that Defendant Numbers 1–8’s registration and use of the Cybersquatted Domain Names violates 15 U.S.C. § 1125(d).

The first and third factors, § 1125(d)(1)(B)(I) and (III), are clearly present as the Cybersquatting Defendants have no rights in the adidas Marks and have never used the Marks in connection with a bona fide offering of goods or services. Additionally, the fourth, fifth, and ninth factors, § 1125(d)(1)(B)(IV), (V), and (IX), weigh in Plaintiffs’ favor. As discussed above, the Cybersquatting Defendants have clearly intentionally incorporated the adidas Marks in their Cybersquatted Domain Name(s) to divert consumers looking for Plaintiffs’ website to their own Internet e-commerce stores for commercial gain. Such consumers are likely to be confused as to the source and sponsorship of their Internet e-commerce stores and mistakenly believe the e-commerce stores are endorsed by and/or affiliated with Plaintiffs. Clearly, the Cybersquatting Defendants’ registration of the Cybersquatted Domain Names to sell and offer for sale counterfeit adidas branded goods, knowing the domain names are identical or confusingly similar to Plaintiffs’ indisputably famous and distinctive marks, ensures a likelihood of confusion among consumers. See House Judiciary Committee Report on H.R. 3028, H.R. Rep. No. 106-412 p. 13 (October 25, 1999) (“The more distinctive or famous a mark has become, the more likely the owner of that mark is deserving of the relief available under this act.”). Thus, Plaintiffs have shown a likelihood of success on their cybersquatting claim.

## **2. Plaintiffs are Suffering Irreparable Injury.**

As the Eleventh Circuit stated: “[A] sufficiently strong showing of likelihood of confusion [caused by trademark infringement] may by itself constitute a showing of ... [a] substantial threat of irreparable harm.” Ferrellgas Ptnrs., L.P. v. Barrow, 143 Fed. Appx., 180, 191 (11th Cir. 2005) (citing McDonald’s Corp. v. Robertson, 147 F.3d 1301, 1310 (11th Cir. 1998)). Such a finding of irreparable injury following a showing of likelihood of confusion is virtually always made cases like this, where a plaintiff demonstrated it will lose control of its reputation due to a defendant’s activities. Id. A likelihood of confusion exists herein as Defendants engaged in counterfeiting and infringing activities using spurious designations indistinguishable from the adidas Marks.

## **3. The Balance of Hardship Tips Sharply in Plaintiffs’ Favor.**

Plaintiffs expend substantial resources to develop the quality, reputation, and goodwill associated with the adidas Marks. (Gutierrez Decl. ¶¶ 7–8.) Should Defendants be permitted to

continue their trade in counterfeit goods, Plaintiffs will suffer losses and damage to their reputations. (*Id.* at ¶ 24.) However, Defendants will suffer no legitimate hardship in the event a temporary restraining order is issued as they have no right to engage in their present activities.

#### **4. The Relief Sought Serves the Public Interest.**

Defendants are engaged in unlawful activities and are directly defrauding consumers by palming off Defendants' Goods as Plaintiffs' genuine goods. The public has an interest in not being misled as to the origin, source, or sponsorship of trademarked products. See Nailtiques Cosmetic Corp. v. Salon Sciences, Corp., 1997 WL 244746, 5, 41 U.S.P.Q.2d 1995, 1999 (S.D. Fla.1997) ("The interests of the public in not being victimized and misled are important considerations in determining the propriety of granting injunctive relief.").

#### **C. The Equitable Relief Sought is Appropriate.**

The Lanham Act authorizes courts to issue injunctive relief "according to principles of equity and upon such terms as the court may deem reasonable, to prevent the violation of any right of the registrant of a mark ...." 15 U.S.C. § 1116(a).

##### **1. Entry of an Order Immediately Enjoining Defendants' Unauthorized and Unlawful Use of Plaintiffs' Trademarks is Appropriate.**

Plaintiffs request an order requiring Defendants immediately cease all use of the adidas Marks, or substantially similar marks, including on or in connection with all e-commerce stores they own and operate, or control. Such relief is necessary to stop the ongoing harm to Plaintiffs' trademarks and goodwill and to prevent Defendants from continuing to benefit from the increased consumer traffic to their illegal operations created by their unlawful use of the adidas Marks. This Court and others have authorized immediate injunctive relief in similar cases involving the unauthorized use of trademarks.<sup>3</sup>

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<sup>3</sup> See Apple Corps Ltd. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", No. 21-60377-CIV-SMITH, 2021 U.S. Dist. LEXIS 115770 (S.D. Fla. March 1, 2021) (Order Granting *Ex Parte* Application for Entry of Temporary Restraining Order); Whirlpool Corp. v. Individual, No. 20-60626-CIV-SMITH, 2020 U.S. Dist. LEXIS 142234 (S.D. Fla. April 28, 2020, docketed April 29, 2020) (same); Taylor Made Golf Co. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", No. 20-60468-CIV-SMITH, 2020 U.S. Dist. LEXIS 110012 (S.D. Fla. April 9, 2020, docketed April 13, 2020) (same); Chanel, Inc. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", No. 20-60519-CIV-SMITH, 2020 U.S. Dist.

## 2. **An *Ex Parte* Order Restraining Transfer of Assets is Appropriate.**

The Court should further enter an order limiting the transfer of Defendants' unlawfully gained assets. Plaintiffs demonstrated above that they will likely succeed on the merits of their claims. Under 15 U.S.C. § 1117, Plaintiffs will be entitled to an accounting and payment of the profits earned by Defendants throughout the course of their counterfeiting scheme. 15 U.S.C. § 1117(a) (2022). Due to the deceptive nature of the counterfeiting business, and Defendants' deliberate violations of federal trademark laws, Plaintiffs respectfully request this Court grant additional *ex parte* relief identifying payment accounts and restraining the transfer of all monies held or received by the Financial Entities, or other financial institutions, for the benefit of any one or more of the Defendants, and any other financial accounts tied thereto. See Int'l Star Class Yacht Racing Ass'n v. Tommy Hilfiger USA, Inc., 80 F.3d 749 (2d Cir. 1996); see also SEC v. ETS Payphones, 408 F.3d 727, 735 (11th Cir. 2005) (restraining all of the defendant's assets to preserve sufficient funds for the potential disgorgement in the case).

This Court has broad authority to grant such an order. The Supreme Court has provided that district courts have the power to grant preliminary injunctions to prevent a defendant from transferring assets in cases where an equitable interest is claimed. Grupo Mexicano de Desarrollo, S.A. v. Alliance Bond Fund, Inc., 527 U.S. 308, 144 L. Ed. 2d 319, 119 S. Ct. 1961 (1999). Almost every Circuit has interpreted Rule 65 of the Federal Rules of Civil Procedure to grant authority to courts to restrain assets *pendente lite*. See Mason Tenders Dist. Council Pension Fund v. Messera, 1997 WL 223077 (S.D.N.Y. May 7, 1997) (acknowledging that "[a]lmost all the Circuit Courts have held that Rule 65 is available to freeze assets *pendente lite* under some set of circumstances").

Considering the illicit nature of the counterfeiting business and the ability of counterfeiters to practically eliminate evidentiary trails by conducting their business entirely over the Internet, courts in the Eleventh Circuit, among others, have particularly noted the significance of such asset restraints in cases involving counterfeiting defendants. See, e.g. Levi Strauss & Co. v. Sunrise Int'l

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LEXIS 108879 (S.D. Fla. April 9, 2020) (same). See also Tiffany NJ LLC v. Bus. Entities, No. 22-61297-CIV-DIMITROULEAS, 2022 U.S. Dist. LEXIS 186058 (S.D. Fla. July 18, 2022) (same); Richemont Int'l SA v. Individuals, Bus. Entities, & Unincorporated Assocs. Identified on Schedule A, No. 22-cv-61064-BLOOM, 2022 U.S. Dist. LEXIS 104707 (S.D. Fla. June 8, 2022, docketed June 10, 2022) (same); Chanel, Inc. v. Individuals, P'ships & Unincorporated Ass'ns, Case No. 20-61646-CIV-ALTMAN, 2020 U.S. Dist. LEXIS 248740 (S.D. Fla. Sept. 9, 2020, docketed Sept. 11, 2020) (same); Abercrombie & Fitch Trading Co. v. Abercrombiesturkey.com, No. 20-cv-60417-SINGHAL, 2020 U.S. Dist. LEXIS 108115 (S.D. Fla. March 2, 2020) (same).

Trading, 51 F.3d 982 (11th Cir. 1995); Reebok Int’l Ltd. v. Marnatech Enter., 737 F. Supp. 1521 (S.D. Cal. 1989), aff’d, 970 F.2d 552 (9th Cir. 1992). In Levi Strauss, the Eleventh Circuit upheld an order granting an asset restraint against an alleged counterfeiter where the complaint included a request for a permanent injunction and the equitable remedy of disgorgement of the alleged counterfeiter’s profits under 15 U.S.C. § 1117. Levi Strauss, 51 F.3d at 987. Distinguishing Levi Strauss from two earlier cases not involving Lanham Act claims, the Court emphasized the necessity of the restraint holding that a “request for 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.” Id. citing Federal Trade Commission v. U.S. Oil and Gas Corp., 748 F.2d 1431, 1433-34 (11th Cir.1984) (district court may exercise its full range of equitable powers, including a preliminary asset restraint, to ensure that permanent equitable relief will be possible). Indeed, Courts may issue broad asset restraints to preserve the availability of permanent relief, including assets that are not directly traceable to the fraudulent activity that serves as a basis for the equitable relief requested. See S. E. C. v. Lauer, 445 F. Supp. 2d 1362, 1370 (S.D. Fla. 2006) (noting that there is no requirement for the restrained assets be traceable to the fraudulent activity underlying a lawsuit); Levi Strauss, 51 F.3d at 987-88 (upholding asset restraint, including assets not linked to the profits of the alleged illegal activity, noting the defendants may request the court exempt any particular assets); Kemp v. Peterson, 940 F.2d 110, 113-14 (4th Cir. 1991) (district court may restrain assets not specifically traced to illegal activity). In substantially similar cases, this Court and others have entered the precise relief sought herein.<sup>4</sup>

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<sup>4</sup> See e.g., Apple Corps Ltd. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, No. 21-60377-CIV-SMITH, 2021 U.S. Dist. LEXIS 115770 (S.D. Fla. March 1, 2021) (Order granting TRO, *inter alia*, restraining funds held or received by financial institution to preserve assets to satisfy Plaintiff’s requested relief); Whirlpool Corp. v. Individual, No. 20-60626-CIV-SMITH, 2020 U.S. Dist. LEXIS 142234 (S.D. Fla. April 28, 2020, docketed April 29, 2020) (same); Taylor Made Golf Co. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”; No. 20-60468-CIV-SMITH, 2020 U.S. Dist. LEXIS 110012 (S.D. Fla. April 9, 2020, docketed April 13, 2020) (same); Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, No. 20-60519-CIV-SMITH, 2020 U.S. Dist. LEXIS 108879 (S.D. Fla. April 9, 2020) (same). See also Tiffany NJ LLC v. Bus. Entities, No. 22-61297-CIV-DIMITROULEAS, 2022 U.S. Dist. LEXIS 186058 (S.D. Fla. July 18, 2022) (same); Richemont Int’l SA v. Individuals, Bus. Entities, & Unincorporated Assocs. Identified on Schedule A, No. 22-cv-61064-BLOOM, 2022 U.S. Dist. LEXIS 104707 (S.D. Fla. June 8, 2022, docketed June 10, 2022) (same); Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns, Case No. 20-61646-CIV-ALTMAN, 2020 U.S. Dist. LEXIS 248740 (S.D. Fla. Sept. 9, 2020, docketed Sept. 11, 2020)

Similarity, in Reebok v. Marnatech, the District Court granted Reebok a limited restraint of the defendants' assets for the purpose of preserving those assets, ensuring the availability of a meaningful accounting after trial. Reebok Int'l Ltd., 737 F. Supp. at 1526. In affirming the decision, the Ninth Circuit determined that the plaintiff met its burden of demonstrating: (1) a likelihood of success on the merits; (2) immediate and irreparable harm because of defendants' counterfeiting activities; and (3) that defendants might hide their allegedly ill-gotten profits if their assets were not frozen. Reebok Int'l Ltd., 970 F.2d 552, 563 (9th Cir. 1992). Moreover, the Court reasoned: "because the Lanham Act authorizes the District Court to grant Reebok an accounting of [defendant's] profits as a form of final equitable relief, the District Court has the inherent power to freeze [defendant's] assets in order to ensure the availability of that final relief." Reebok Int'l Ltd., 970 F.2d. at 559; see also, Republic of Philippines v. Marcos, 862 F.2d 1355, 1364 (9th Cir. 1988), cert. denied, 490 U.S. 1035 (1989) ("[a] court has the power to issue a preliminary injunction in order to prevent a defendant from dissipating assets in order to preserve the possibility of equitable remedies").

Using the power to issue provisional remedies ancillary to their authority to provide final equitable relief, numerous courts have granted orders restraining defendants from transferring their assets under trademark infringement claims. See e.g. Levi Strauss, 51 F.3d at 987; Reebok Int'l Ltd., 970 F.2d at 559. Moreover, to provide complete equitable relief, courts have granted such orders without providing notice to the defendants. Federal courts have held that where advance notice of an asset restraint is likely to cause a party to alienate the assets sought to be restrained, a temporary restraining order may be issued *ex parte*. See F.T. Int'l Ltd v. Mason, 2000 WL 1514881 \*3 (E.D. Pa. 2000) (granting *ex parte* TRO restraining defendants' assets upon finding that advance notice would have caused the defendants to alienate funds); CSC Holdings, Inc. v. Greenleaf Elec., Inc., 2000 WL 715601 (N.D. Ill. 2000) (granting *ex parte* TRO enjoining cable television pirates and restraining pirates' assets).

Defendants' blatant violations of federal trademark laws warrant an *ex parte* order restraining the transfer of their ill-gotten assets. Moreover, as Defendants' businesses are

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(same); adidas AG v. Individuals, Bus. Entities, & Unincorporated Assocs. Identified on Schedule "A", No. 22-cv-61695-AHS (S.D. Fla. Oct. 13, 2022) (Order granting TRO, inter alia, restraining funds held or received by financial institution to preserve assets to satisfy Plaintiffs' requested relief) (same).

conducted anonymously over the Internet, Plaintiffs have additional cause for *ex parte* relief, as Defendants may easily secret or transfer their assets without the Court's or Plaintiffs' knowledge.

**D. A Bond Should Secure the Injunction.**

Because of the strong and unequivocal nature of Plaintiffs' evidence, Plaintiffs respectfully request this Court require them to post a bond of no more than ten thousand dollars (\$10,000.00), subject to increase at the Court's discretion should an application be made in the interest of justice. The posting of security upon issuance of a temporary or preliminary injunction is vested in the Court's sound discretion. Fed. R. Civ. P. 65(c).

**IV. CONCLUSION**

In view of the foregoing, Plaintiffs respectfully request this Court grant their *ex parte* application and enter a temporary restraining order as to Defendants in the form submitted herewith and schedule a hearing on Plaintiffs' Motion for a Preliminary Injunction before the expiration of the temporary restraining order. Additionally, due to the time provisions of a temporary restraining order, in the event the application is granted, Plaintiffs respectfully request the Court provide a copy of the order to Plaintiffs' counsel via e-mail at [leo@smgpa.cloud](mailto:leo@smgpa.cloud) so that Plaintiffs may immediately effectuate any relief ordered therein and provide Defendants proper notice of the order and any subsequent hearing date.

DATED: June 9, 2023.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By: **Virgilio Gigante**

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Attorneys for Plaintiffs

**SCHEDULE “A”**  
**DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,**  
**FINANCIAL ACCOUNT INFORMATION, AND E-MAIL ADDRESS**

| <b>Def. No.</b> | <b>Defendant / E-commerce Store Name</b> | <b>Account Information: Payment Account / Payee</b> | <b>Account Information: PayPal Merchant ID</b> | <b>E-mail Address</b>  |
|-----------------|--|---|--|--|
| 1               | adidasecostarica.com                     | rairalazaders@mail.com                              |  |  |
|                 |  | markswansonwm3j@gmail.com                           | NQMPZG6C6Z ZLC                                 |  |
| 2               | adidasepanama.com                        | faedotilhami@mail.com                               | PPZM9FJJFRL E                                  |  |
| 3               | adidasoutletshoes.us.com                 | brookedszymanski@outlook.com                        |  | support@tradestore.us  |
| 4               | adidass.us.com                           | christinemalanid@hotmail.com                        | 696Q6W6NC9U 5Y                                 | tradeservicedirect@outlook.com<br>cassidiecharnisejomara@gmail.com<br>businessservice480@hotmail.com |
| 5               | adidasshoesonline.us.com                 | briancumberlands@hotmail.com                        | PAA2KA6XG3R PS                                 | support@tradestore.us  |
| 5               | adidasstoreoutlet.us.com                 | briancumberlands@hotmail.com                        | PAA2KA6XG3R PS                                 | businesshelpteam@outlook.com   |
| 5               | adidasyeeyzofficialwebsite.us.com        | paulnbrown9550@hotmail.com                          |  | support@tradestore.us  |
| 6               | hypeboost.shop                           | cutomplg@outlook.com                                |  | hypeboosts@hotmail.com   |
|                 |  | yuhyes@hotmail.com                                  | QBJ833UE6ND VS                                 | noreply@hypeboost.shop<br>joyce@hypeboosts.com   |
| 6               | hypeboosts.ru                            | cutomplg@outlook.com                                | SHN38B5ZWH NFJ                                 | hypeboosts@hotmail.com<br>service@hypeboosts.ru<br>service@hypeboosts.com                            |
| 7               | yeezy-boost350v2.us.org                  | paulmorefield95@outlook.com                         |  |  |
| 7               | yeezys-boost.us.org                      | paulmorefield95@outlook.com                         |  |  |
| 8               | ultra-boosts.us.com                      | dwrightcoffey@hotmail.com                           | F7DZ6HBF6DK NY                                 | cassidiecharnisejomara@gmail.com   |
| 9               | 365kitshirts.com                         | 779121437@qq.com                                    | 77HJXFHJWS6 EG                                 | service@365kitshirt.com  |
| 9               | 77footsfr.com                            | 779121437@qq.com                                    | 77HJXFHJWS6 EG                                 |  |
| 9               | calcio2024it.com                         | 779121437@qq.com                                    | 77HJXFHJWS6 EG                                 | sport@calcio2021-it.com  |
| 10              | 8wholesale.com                           | bajiang168@163.com                                  |  |  |
| 11              | adyzboots.com                            | maysesososad@gmx.com                                | 39LF36T267KY 2                                 | sd-customer-service@hotmail.com  |

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|----|------------------------|-------------------------------|---------------|---|
| 12 | ahasneakers.cn         | 18712728771@163.com           | 25KX6AAP35FZ  | ahasneakers@vip.163.com<br>noreply@notice.mailzh-apollo.com   |
| 13 | amjerseys.com          | customercare@socccservice.com | BXGNQ7AYZU3SU | customercare@socccservice.com   |
| 13 | soccerum.com           | sfsport inc                   | BXGNQ7AYZU3SU | socccerssss@hotmail.com   |
| 14 | buyjerseys.shop        | 861765699@qq.com              |               | sysnkr@gmail.com  |
| 15 | camisetago.com         | heycloth@outlook.com          | HMRRREZKAHG5A | info@camisetago.com   |
| 15 | futbols24.com          | heycloth@outlook.com          | HMRRREZKAHG5A | shop@camisetago.com   |
| 15 | kacalcio.com           | heycloth@outlook.com          | HMRRREZKAHG5A |   |
| 15 | magliago.com           | heycloth@outlook.com          | HMRRREZKAHG5A | info@camisetago.com   |
| 15 | maillotgo.com          | heycloth@outlook.com          | HMRRREZKAHG5A | info@camisetago.com   |
| 16 | cheapjordan2023.com    | guilfo                        | D2XC9UAWSA3BU | business@oaaoo.com  |
|    |                        | ursuka                        | FVSYZX2JK4YG8 |   |
| 16 | discountjordan2023.com | sc929@guilfo.com              | D2XC9UAWSA3BU | business@oaaoo.com<br>no-reply@sellermail.net   |
| 17 | onlykickz.vip          | zypbox@126.com                | HYXKHUZDFRBQU | onlykickz0706@gmail.com   |
| 18 | designergunews.ru      | yang698xiong@126.com          |               | yolanda.designergu@gmail.com<br>edrsales@kickztalk.com<br>service@kickztalk.com<br>lency@designergu.ru<br>sales@kickztalk.com |
| 18 | designergunews.xyz     | weian0602@yeah.net            |               | yolanda.designergu@gmail.com<br>edrsales@kickztalk.com<br>service@kickztalk.com<br>lency@designergu.ru<br>sales@kickztalk.com |
| 19 | dopestkickz.cc         | man22tin@outlook.com          |               | missy@fadsway.com<br>sales@dopestkickz.ru<br>pkz@fadsway.com  |
| 19 | dopestkickzclub.ru     | jinhechen_2018@outlook.com    |               | missy@fadsway.com<br>sales@dopestkickz.ru<br>pkz@fadsway.com  |

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|----|-------------------------|--------------------------------|-------------------|---|
| 19 | dopestkickzfans.ru      | xiaozhu2852@126.com            |                   | missy@fadsway.com<br>sales@dopestkickz.ru<br>pkz@fadsway.com                |
| 19 | dopestkickznews.ru      | chenxiumei58@163.com           |                   | missy@fadsway.com<br>sales@dopestkickz.ru<br>pkz@fadsway.com                |
| 20 | fakeyeezyshop.com       | 1637462723@qq.com              | V7LQPRE4N95<br>KQ | fakeyeezyshop@gmail.com   |
| 20 | songsneaker.net         |                                | V7LQPRE4N95<br>KQ | maysong@songsneaker.com   |
| 21 | fashionkicks.xyz        | xie905chai@163.com             |                   | fashionkicksbusiness@gmail.com  |
| 22 | februn.com              | oilgumjug@sendnow.win          | UU485B74QT7E<br>E | customerservice@emrhsgasre.xyz<br>sale@februn.com<br>febsales@dswsports.com |
|    |                         |                                | XDR7J4QCW3A<br>WS |   |
|    |                         |                                | 28P8VN47MLU<br>VQ |   |
| 22 | febsale.com             | eronitacostashd31@gmail.com    | XDR7J4QCW3A<br>WS | customerservice@emrhsgasre.xyz<br>sale@febsale.com                          |
| 23 | floadty.com             |                                | H9CKAMLM9Y<br>6DC | support@floadty.com<br>support@lusxi.com                                    |
| 23 | pejane.com              | manhnguyenvpp4290983@gmail.com | H9CKAMLM9Y<br>6DC | support@pejane.com  |
| 24 | goatkick.net            | zhengqx2023@hotmail.com        |                   |   |
| 25 | honejersey.top          | wjy19931222@outlook.com        |                   | sportsjerseysale@outlook.com  |
| 25 | oneshop1.top            | wjy19931222@outlook.com        |                   | sportsjerseysale@outlook.com  |
| 26 | hotkicks.cc             | ericmoraleson@gmail.com        | UHSZCVPC948<br>MG | hotkicks.cc@gmail.com   |
| 27 | hwh.com.co              | maryrperez98@hotmail.com       | T8WYJGK5AG<br>YTA | hwhsneakers@gmail.com   |
| 28 | icystar.net             | lucylianghua@163.com           | JD3VVFRCZW4<br>VN | stockxreviews@gmail.com<br>icystarnet@gmail.com                             |
| 29 | jersey-album.com        | nathnazo@hotmail.com           | ND4JPUVUPPU<br>LY | mikiandkinki@hotmail.com  |
| 30 | jerseydor.com           | jerseydor@gmail.com            | 6G9F7CP7EKF<br>2  | hello@jerseydor.com   |
| 31 | jerseyflagshipstore.com | 2393242464@qq.com              | AR43T4XL59U<br>LW | daisy900811@gmail.com<br>1051138349@qq.com                                  |
| 32 | jerseylockers.com       | jerseylockersinfo@gmail.com    | SBHFBMS8RRZ<br>D2 | jerseylockersinfo@gmail.com   |

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| 34 | kegao.cn               | meide1688@outlook.com       |                   |  |
| 35 | kicksfreake.com        | goayoson@gmail.com          |                   | service@kicksfreake.com  |
| 36 | kickwho.xyz            | yhj090121@163.com           |                   |  |
| 37 | kickx.ru               | putthipong111@outlook.com   |                   | kickx6568@outlook.com<br>goodao@globalso.com.cn<br>kickx@outlook.com     |
| 38 | ksafutbol.com          | dersspl@yeah.net            | PQGMCRRL6B<br>7EG | info@camisetago.com  |
| 38 | r7futbol.com           | dersspl@yeah.net            | PQGMCRRL6B<br>7EG | info@camisetago.com  |
| 38 | rofoot.com             | dersspl@yeah.net            | PQGMCRRL6B<br>7EG | info@camisetago.com  |
| 39 | leekicks.ru            | yeg879678@outlook.com       |                   | leekicktop@outlook.com<br>goodao@globalso.com.cn<br>refgasamim@gmail.com |
| 40 | luckick.shop           | cnmrjianyu@163.com          | 9XU3FWXB2T<br>YGC | bestshoesstore365@gmail.com<br>luckick.shop@gmail.com                    |
| 41 | maryjersey.cn          | feb331@hotmail.com          |                   | maryjerseyservice@gmail.com  |
| 42 | mkkickz.com            | dispute@mondiecenter.com    | QEBHFFY9AL<br>GQA | getsupport@fulfillments.live<br>support@ticokickz.com                    |
| 43 | newfirstsoccershop.com | fangjbonline@hotmail.com    | S8CLJQ8DBLC<br>8E | daniel-online@hotmail.com  |
| 44 | newsneaker.site        | mysneakers_vip04@163.com    |                   | mysneakersservice@outlook.com  |
| 45 | ogtonysneaker.com      | obynt60544@gmail.com        | 92W8G24SZAY<br>UJ | ogtonysneaker2012@gmail.com<br>obynt60544@gmail.com                      |
| 46 | okick.store            | lijianxin2043@hotmail.com   |                   | lightkick06@gmail.com  |
| 47 | pkgiz.com              | in0594@qq.com               |                   | kick333444@hotmail.com<br>sneakernews666@hotmail.com                     |
|    |                        | in88889@qq.com              |                   | kicksbbs@gmail.com<br>kicksbbs@hotmail.com<br>33210513@qq.com            |
| 48 | rimisnkrs.ru           | zhengjh2023@hotmail.com     |                   | rimisneaker@gmail.com  |
| 49 | rjersey.com            | yuyifan965@outlook.com      |                   | rjersey001@outlook.com   |
| 50 | rsneakers.fun          | keliyong7895@outlook.com    |                   | rwindsneakers@outlook.com  |
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| 52 | shoeslegends.com       | linjk123@126.com            |                   | service@shoeslegends.com   |

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| 53 | shopowlfashion.com              | pay.dornforest@gmail.com   | ZW4B8ENMAR<br>Z3U  | sales@shopowlfashion.com   |
| 54 | smeshsportos.shop               | thoidung49@gmail.com   | MYV6V3JPAC<br>QHE  | hszsbananas@gmail.com  |
| 55 | snkick.ru                       | qaqa1997@outlook.com   |                    | ursnkick@outlook.com   |
| 56 | snkrkicksair.com                | xiefenglian666@163.com   |                    | snkrplaza@gmail.com  |
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| 59 | stealstock.net                  | sneakerstore66@gmail.com   | QNUU7ZWBPK<br>UEU  | support@stealstock.net   |
| 60 | trustykickz.com                 | yfvitaminstraps@gmail.com  |                    | trustykickz88@gmail.com  |
| 61 | vssdhsparto.shop                | fwbuncgu@hotmail.com   | 9R9LD784NQ69<br>Q  | hszsbananas@gmail.com  |
| 62 | weekknight.com                  | dingnawill@gmail.com   | MUURHK8GU<br>A89A  | service@weekknight.com   |
| 63 | xfjerseymall.com                | llc523@qq.com  | CFXMQ764QA<br>HD8  |  |
| 64 | yeezy365.com                    | haackzszybh3723@aol.com  |                    | c@scvmtg.com   |
| 65 | yeezyshoess.us.com              | clairecrofts@hotmail.com   | 4G8XKCK9TY<br>QKY  | sneakersoutletshoes-<br>help@outlook.com                           |
| 66 | yeezysnrks.org                  | 3633739782@qq.com  | QQYFD6TX8G9<br>5L  | yeezysnrksofficial@gmail.com<br>yeezystatic@gmail.com              |
| 67 | yesyeezyvip.com                 | pind344@outlook.com  | UJXY5XP7ZF58<br>8  | worldsneaker1@gmail.com  |
| 68 | jollyfamilygifts.com            | Stripe Order No.: 45859<br>Transaction Date: Feb 2, 2023<br>Total: \$35.97<br>Payment Method: Visa CC<br>Description: DANAKK LTD<br>Product Title: Argentina Messi<br>Premium Soccer 2022 Jersey Kit | DANAKK LTD         | support@jollyfamilygifts.com                                       |
| 69 | kessoi.com a/k/a<br>dletmea.com | Stripe Order No.: 238181<br>Transaction Date: Apr 4, 2023<br>Total: \$\$21.98<br>Payment Method: Visa CC<br>Description: RH *dletmea.com<br>Product Title: Yz Boost 350 V2<br>'Dazzling Blue' GY7164 | RH<br>*dletmea.com | service@dletmea.com  |