

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

ADIDAS AG, ADIDAS INTERNATIONAL
MARKETING B.V., and ADIDAS AMERICA, INC.,

Plaintiffs,

vs.

ADIDASECOSTARICA.COM, ADIDASEPANAMA.COM,
ADIDASOUTLETSHOES.US.COM, ADIDASS.US.COM,
ADIDASSHOESONLINE.US.COM a/k/a
ADIDASSTOREOUTLET.US.COM a/k/a
ADIDASYEEZYOFFICIALWEBSITE.US.COM,
HYPEBOOST.SHOP a/k/a HYPEBOOSTS.RU, YEEZY-
BOOST350V2.US.ORG a/k/a YEEZYS-BOOST.US.ORG,
ULTRA-BOOSTS.US.COM, 365KITSHIRTS.COM a/k/a
77FOOTSFR.COM a/k/a CALCIO2024IT.COM,
8WHOLESALE.COM, ADYZBOOTS.COM,
AHASNEAKERS.CN, AMJERSEYS.COM a/k/a
SOCCERUM.COM, BUYJERSEYS.SHOP,
CAMISETAGO.COM a/k/a FUTBOLS24.COM a/k/a
KACALCIO.COM a/k/a MAGLIAGO.COM a/k/a
MAILLOTGO.COM, CHEAPJORDAN2023.COM a/k/a
DISCOUNTJORDAN2023.COM, ONLYKICKZ.VIP,
DESIGNERGUNNEWS.RU a/k/a DESIGNERGUNNEWS.XYZ,
DOPESTKICKZ.CC a/k/a DOPESTKICKZCLUB.RU a/k/a
DOPESTKICKZFANS.RU a/k/a DOPESTKICKZNEWS.RU,
FAKEYEEZYSHOP.COM a/k/a SONGSNEAKER.NET,
FASHIONKICKS.XYZ, FEBRUN.COM a/k/a
FEBSALE.COM, FLOADTY.COM a/k/a PEJANE.COM,
GOATKICK.NET, HONEJERSEY.TOP a/k/a ONESHOP1.TOP
a/k/a SPORTSJERSEYSALE.COM, HOTKICKS.CC,
HWH.COM.CO, ICYSTAR.NET, JERSEY-ALBUM.COM,
JERSEYDOR.COM, JERSEYFLAGSHIPSTORE.COM,
JERSEYLOCKERS.COM, JERSEYSNEW.CN, KEGAOO.CN,
KICKSFREAKE.COM, KICKWHO.XYZ, KICKX.RU,
KSAFUTBOL.COM a/k/a R7FUTBOL.COM a/k/a
ROFOOT.COM, LEEKICKS.RU, LUCKICK.SHOP,
MARYJERSEY.CN, MKKICKZ.COM,
NEWFIRSTSOCCERSHOP.COM, NEWSNEAKER.SITE,
OGTONYSNEAKER.COM, OKICK.STORE, PKGIZ.COM,
RIMISNKRS.RU, RJERSEY.COM, RSNEAKERS.FUN,
SHOESKING.ME, SHOESLEGENDS.COM,
SHOPOWL FASHION.COM, SMESHSPORTOS.SHOP,

SNKICK.RU, SNKRKICKSAIR.COM, SNRKTAP1.COM, SOCCEREMO.COM, STEALSTOCK.NET, TRUSTYKICKZ.COM, VSSDHSPORTO.SHOP, WEEKKNIGHT.COM, XFJERSEYMALL.COM, YEEZY365.COM, YEEZYSHOESS.US.COM, YEEZYSNKRS.ORG, YESYEEZYVIP.COM, JOLLYFAMILYGIFTS.COM, and KESSOL.COM a/k/a DLETRMEA.COM, each an Individual, Business Entity, or Unincorporated Association,

Defendants.

AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiffs, adidas AG, adidas International Marketing B.V., and adidas America, Inc., (collectively “Plaintiffs”), hereby sue Defendants, the Individuals, Business Entities, and Unincorporated Associations identified in the caption, which are set forth on Schedule “A” hereto (collectively “Defendants”). Defendants are promoting, selling, offering for sale and/or distributing goods using counterfeits and confusingly similar imitations of Plaintiffs’ trademarks within this district through various Internet based e-commerce stores operating under the seller names set forth on Schedule “A” hereto (the “E-commerce Store Names”). In support of their claims, Plaintiffs allege as follows:

JURISDICTION AND VENUE



1. This is an action for damages and injunctive relief for federal trademark counterfeiting and infringement, false designation of origin, cybersquatting, common law unfair competition, and common law trademark infringement pursuant to 15 U.S.C. §§ 1114, 1116, 1125(a) and (d), and The All Writs Act, 28 U.S.C. § 1651(a), and Florida’s common law. Accordingly, this Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338. This Court has supplemental jurisdiction pursuant to 28

U.S.C. § 1367 over Plaintiffs' state law claims because those claims are so related to the federal claims that they form part of the same case or controversy.



2. Defendants are subject to personal jurisdiction in this district, because they direct business activities toward and conduct business with consumers throughout the United States, including within the State of Florida and this district through at least their e-commerce stores accessible and doing business in Florida and operating under the E-commerce Store Names. Alternatively, based on their contacts with the United States, Defendants are subject to personal jurisdiction in this district pursuant to Federal Rule of Civil Procedure 4(k)(2) because (i) Defendants are not subject to jurisdiction in any state's court of general jurisdiction; and (ii) exercising jurisdiction is consistent with the United States Constitution and laws.

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 since Defendants are, upon information and belief, non-resident in the United States and engaged in infringing activities and causing harm within this district by advertising, offering to sell, selling and/or shipping infringing products into this district.

THE PLAINTIFFS

4. Plaintiff adidas AG ("adidas AG") is a joint stock company organized and existing under the laws of the Federal Republic of Germany, having its office and principal place of business at Postach 1120, D-91072 Herzogenaurach, Federal Republic of Germany. adidas AG is currently, and for years has been, one of the world's leading manufacturers of athletic footwear and apparel, including products bearing the distinctive **adidas**, , , Three-Stripe Mark, THE BRAND WITH THE 3 STRIPES Mark, ADIPRENE Mark, BOOST Mark, STAN SMITH Mark, NMD Mark, SPLY-350 Mark, and SUPERSTAR Mark.

5. Plaintiff adidas International Marketing B.V. (“adidas International”) is a corporation organized and existing under the laws of Netherlands, having its principal place of business in the Netherlands. adidas International is wholly owned by adidas AG and its affiliates.

6. Plaintiff adidas America, Inc. (“adidas America”) is a corporation organized and existing under the laws of the State of Oregon, having its principal place of business at 5055 N. Greeley Avenue, Portland, Oregon, 97217. adidas America is wholly owned by adidas AG and its affiliates, and within this country adidas America is a licensed distributor of adidas-branded merchandise, including goods using the distinctive **adidas**, , , Three-Stripe Mark, THE BRAND WITH THE 3 STRIPES Mark, ADIPRENE Mark, BOOST Mark, STAN SMITH Mark, NMD Mark, SPLY-350 Mark, and SUPERSTAR Mark. adidas AG, adidas International, and adidas America shall be referred to herein collectively as “adidas.”

7. Plaintiffs’ goods are sold through various channels of trade within the State of Florida, including this district. Defendants, through the offer to sell and sale of counterfeit and infringing versions of Plaintiffs’ branded products, are directly, and unfairly, competing with Plaintiffs’ economic interests in the United States, including within the State of Florida and causing Plaintiffs irreparable harm and damage within this jurisdiction.

8. Like many other famous trademark owners, Plaintiffs suffer ongoing daily and sustained violations of their trademark rights at the hands of counterfeiters and infringers, such as Defendants herein, who wrongfully reproduce and counterfeit Plaintiffs’ trademarks for the twin purposes of (i) duping and confusing the consuming public and (ii) earning substantial profits across their e-commerce stores. The natural and intended byproduct of Defendants’ combined actions is the erosion and destruction of the goodwill associated with Plaintiffs’ names and associated trademarks and the destruction of the legitimate market sector in which they operate.

9. To combat the indivisible harm caused by the concurrent actions of Defendants and others engaging in similar conduct, each year Plaintiffs expend significant monetary and other resources in connection with trademark enforcement efforts, including legal fees, investigative fees, and support mechanisms for law enforcement. The exponential growth of counterfeiting over the Internet has created an environment that require companies such as Plaintiffs to expend significant resources across a wide spectrum of efforts to protect both consumers and themselves from the confusion and erosion of the goodwill embodied in Plaintiffs' brands.

THE DEFENDANTS

10. Defendants are 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. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b). Defendants target their business activities toward consumers throughout the United States, including within this district, through the simultaneous operation of, at least, the commercial Internet based e-commerce stores under the E-commerce Store Names.

11. Defendants use aliases in conjunction with the operation of their businesses, including but not limited to those identified by Defendant Number on Schedule "A."

12. Defendants are the past and present controlling forces behind the sale of products using counterfeits and infringements of Plaintiffs' trademarks as described herein.

13. Defendants directly engage in unfair competition with Plaintiffs by advertising, offering for sale, and selling goods each using counterfeits and infringements of one or more of

Plaintiffs' trademarks to consumers within the United States and this district through e-commerce stores using, at least, the E-commerce Store Names and additional e-commerce store names or aliases not yet known to Plaintiffs. Defendants have purposefully directed some portion of their unlawful activities towards consumers in the State of Florida through the advertisement, offer to sell, sale, and/or shipment of counterfeit and infringing branded versions of Plaintiffs' goods into the State.

14. Defendants have registered, established, or purchased, and maintained their E-commerce Store Names. Defendants may have engaged in fraudulent conduct with respect to the registration of the E-commerce Store Names by providing false and/or misleading information during the registration or maintenance process related to their respective E-commerce Store Names. Many Defendants have registered and/or maintained their E-commerce Store Names for the sole purpose of engaging in unlawful infringing and counterfeiting activities.



15. Defendants will likely continue to register or acquire new e-commerce store names or aliases, as well as related payment accounts, for the purpose of selling and offering for sale goods using counterfeit and confusingly similar imitations of Plaintiffs' trademarks unless preliminarily and permanently enjoined.

16. Defendants' E-commerce Store Names and associated payment accounts, and any other alias e-commerce store names used in connection with the sale of counterfeit and infringing goods using one or more of Plaintiffs' trademarks are essential components of Defendants' online activities and are the means by which Defendants further their counterfeiting and infringement scheme and cause harm to Plaintiffs. Moreover, Defendants are using Plaintiffs' famous names and/or trademarks to drive Internet consumer traffic to their e-commerce stores operating under the E-commerce Store Names, thereby increasing the value of the E-commerce Store Names and



decreasing the size and value of Plaintiffs' legitimate marketplace and intellectual property rights at Plaintiffs' expense.






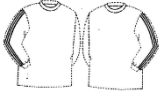
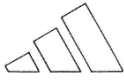
COMMON FACTUAL ALLEGATIONS





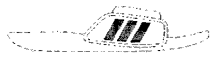


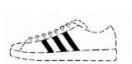
adidas's Trademark Rights


17. adidas is currently, and for years has been, one of the world's leading manufacturers of athletic footwear, apparel, and sporting equipment. adidas has used its famous and distinctive trademarks, **adidas**, , , Three-Stripe Mark, THE BRAND WITH THE 3 STRIPES Mark, ADIPRENE Mark, BOOST Mark, STAN SMITH Mark, NMD Mark, SPLY-350 Mark, and SUPERSTAR Mark (collectively, the "adidas Marks"), for many years in connection with the above-mentioned goods. The adidas Marks signify the quality and reputation of adidas products.

18. adidas is the owner of multiple trademark registrations for the adidas Marks, including the following valid trademark registrations, issued by the United States Patent and Trademark Office:

Trademark	Registration Number	Registration Date	Class / Goods
	0,870,136	May 27, 1969	IC25. Athletic Training Suits.
ADIDAS	0,891,222	May 19, 1970	IC25. sport shoes namely, track and field shoes, baseball, boxing, football, skating, golf, and soccer shoes; sportswear namely, suits, shorts, pants, tights, shirts, gloves, and the like; jerseys; socks; sport shoes namely, track and field training shoes, basketball shoes, and tennis shoes.
	0,973,161	November 20, 1973	IC 018. tote bags. IC 25. specific purpose athletic shoes; general purpose sport shoes, sportswear-namely, suits, shorts, pants, tights, shirts, jerseys, socks, and gloves.

	1,253,013	October 4, 1983	IC 025. Sportswear-namely, ((suits, shorts, pants, tights, shirts, jerseys, socks, gloves, jackets, coats, swim wear, sweaters, caps, pullovers, warmup suits, [rain suits, ski suits,] jump suits,)) ((boots, shoes)) ((and slippers))
adidas	1,300,627	October 16, 1984	IC 025. Sportswear-Namely, Suits, Shorts, Pants, Tights, Shirts, Jerseys, Socks, Gloves, Jackets, Coats, Swimwear, Sweaters, Caps, Pullovers, Warm-Up Suits, Boots, Shoes, Slippers.
	1,310,140	December 18, 1984	IC 025. Sportswear-Namely, Suits, Shorts, Pants, Tights, Shirts, Jerseys, Socks, Gloves, Jackets, Coats, Swimwear, Sweaters, Caps, Pullovers, Warm-Up Suits, Rain Suits, Ski Suits, Jump Suits, Boots, Shoes, Slippers.
THE BRAND WITH THE 3 STRIPES	1,674,229	February 4, 1992	IC 025. boots, slippers, sandals; shoes, boots and after ski boots for hiking and trekking, athletic shoes and general-purpose sports shoes.
	1,815,956	January 11, 1994	IC 25. athletic footwear
	1,833,868	May 3, 1994	IC 25. athletic footwear
	2,016,963	November 19, 1996	IC 025. Sports and leisure wear, namely jackets.
adiPRENE	2,054,934	April 22, 1997	IC 025. Boots, slippers, sandals, specific purpose athletic shoes, and general purpose sport shoes.
	2,058,619	May 6, 1997	IC 025. Sports and leisure wear, namely shirts
	2,179,796	August 11, 1998	IC 025. sports and leisure wear, namely shorts, pants, shirts, T-shirts, jerseys, tights, socks, gloves, jackets, swimwear, sweaters, caps and hats, pullovers, warm-up suits, rain-suits, ski suits, jump suits, boots, slippers, sandals, specific purpose athletic shoes, and general purpose sport shoes

	2,278,589	September 21, 1999	IC 025. athletic and leisure footwear.
	2,278,591	September 21, 1999	IC 25. sports and leisure wear, namely, shorts.
	2,284,308	October 12, 1999	IC 025. sports and leisure wear, namely pants.
	2,411,802	December 12, 2000	IC 018. All purpose sport bags, athletic bags, traveling bags, backpacks, knapsacks. IC 025. Sports and leisure wear, namely, shorts, pants, shirts, T-shirts, jerseys, socks, gloves, jackets, swimwear, caps and hats, pullovers, sweat-shirts, sweat suits, track suits, warm-up suits; boots, sandals, specific purpose athletic shoes and general all purpose sports shoes. IC 028. Sports balls and playground balls; guards for athletic use, namely, shin guards, knee guards and leg guards.
	2,999,646	September 27, 2005	IC 25. Footwear, namely, slides
	3,029,127	December 13, 2005	IC 025. Clothing, namely, T-Shirts, sweatshirts, jackets and coats.
	3,029,129	December 13, 2005	IC 025. Footwear.
	3,029,135	December 13, 2005	IC 025. Footwear.

	3,104,117	June 13, 2006	<p>IC 009. Optical apparatus and instruments, namely, eyeglasses and sunglasses.</p> <p>IC 014. Horological and chronometric instruments, namely, watches</p> <p>IC 018. Leather and imitations of leather, and goods made from these materials in the nature of bags for general and sport use, namely, handbags, tote bags, waist packs, overnight bags, backpacks, knapsacks and beach bags; trunks; traveling bags for general and sport use; leather and imitations of leather and goods made from these materials, namely, wallets, briefcases.</p> <p>IC 025. Sports and leisure wear, namely suits, shorts, pants, sweatpants, skirts, skorts, dresses, blouses, shirts, T-shirts, sleeveless tops, polo shirts, vests, jerseys, sweaters, sweatshirts, pullovers, coats, jackets, track suits, training suits, warm-up suits, swimwear, underwear, socks, gloves, scarves, wristbands and belts; headgear, namely caps, hats, visors, headbands; athletic footwear and leisure foot wear, namely boots, sandals, specific purpose athletic shoes and general purpose sports shoes.</p>
BOOST	3,580,958	February 24, 2009	IC 025. Clothing, namely, shirts; footwear.
STAN SMITH	3,590,187	March 17, 2009	IC 025. Footwear.
NMD	5,218,628	June 6, 2017	IC 025. Footwear.
SPLY-350	5,413,495	February 27, 2018	IC 025. Footwear
SUPERSTAR	5,871,181	October 1, 2019	IC 025. Footwear; the aforementioned goods not related to the topic, theme or subject of historical airplanes.

The adidas Marks are used in conjunction with the design, manufacture, and distribution of quality goods in the categories identified above. True and correct copies of the Certificates of Registration for the adidas Marks are attached hereto as Composite Exhibit “1.”

19. The adidas Marks have been used in interstate commerce to identify and distinguish adidas products for an extended period of time and serve as symbols of adidas’s quality, reputation, and goodwill.

20. The adidas Marks are well-known and famous and have been for many years. adidas has expended substantial resources developing, advertising and otherwise promoting the adidas Marks. Specifically, adidas has used the adidas Marks in connection with its frequent sponsorship of sports tournaments and organizations, as well as professional athletes and collegiate sports teams. For example, adidas has long-term relationships with the University of Nebraska, Mississippi State University, Texas A&M, and the University of Louisville. Among many others, NBA stars Derrick Rose, James Harden, Trae Young, Damian Lillard, and Donovan Mitchell, NFL stars Aaron Rodgers, Dak Prescott, Patrick Mahomes, and Von Miller, NHL star P.K. Subban, baseball player Kris Bryant, and soccer stars David Beckman and Lionel Messi all are sponsored by adidas. For many years, adidas has been a sponsor of the World Cup soccer tournament, as well as several national teams including Argentina, Japan, Mexico, Germany, and Spain. adidas has sponsored the world-famous Boston Marathon for more than a decade, and has sponsored many other events, teams, and individuals. Prominent use of the adidas Marks in connection with these sponsorship activities has further enhanced the adidas Marks’ recognition and fame.

21. adidas extensively uses, advertises, and promotes the adidas Marks in the United States in association with the sale of quality products. adidas expends enormous resources promoting the adidas Marks and products bearing the adidas Marks. In recent years, annual sales

of products using the adidas Marks have totaled in the billions of dollars globally and in the hundreds of millions of dollars within the United States.

22. The adidas Marks have achieved secondary meaning among consumers as identifiers of quality goods as a result of adidas's advertisement, promotion, and sale of such goods thereunder.

23. As a result of adidas's efforts, members of the consuming public readily identify merchandise bearing or sold using the adidas Marks, as being quality merchandise sponsored and approved by adidas.

24. adidas has carefully monitored and policed the use of the adidas Marks and has never assigned or licensed the adidas Marks to any Defendant in this matter.

25. Genuine goods bearing the adidas Marks are widely legitimately advertised and promoted by adidas, authorized distributors, and unrelated third parties via the Internet. Visibility on the Internet, particularly via Internet search engines such as Google, Yahoo!, and Bing is important to adidas's overall marketing and consumer education efforts. Thus, adidas expends significant monetary and other resources on Internet marketing and consumer education, including search engine optimization ("SEO") and search engine marketing ("SEM") strategies. Those strategies allow adidas and its authorized retailers to educate consumers fairly and legitimately about the value associated with the adidas Marks and the goods sold thereunder.

Defendants' Infringing Activities

26. In blatant disregard of Plaintiffs' rights, Defendants are each promoting, advertising, distributing, offering for sale and/or selling goods in interstate commerce using counterfeits and confusingly similar imitations of one or more of the adidas Marks (the "Counterfeit Goods") through at least the e-commerce stores operating under the E-commerce

Store Names. Specifically, Defendants are using the adidas Marks to initially attract online consumers and drive them to Defendants' e-commerce stores operating under the E-commerce Store Names. Defendants are each using identical copies of one or more of the adidas Marks for different quality goods. Plaintiffs have used the adidas Marks extensively and continuously before Defendants began offering counterfeit and confusingly similar imitations of Plaintiffs' merchandise.

27. Defendants' Counterfeit Goods are of a quality substantially different than that of Plaintiffs' genuine goods. Defendants are actively using, promoting and otherwise advertising, distributing, offering for sale and/or selling substantial quantities of their Counterfeit Goods with the knowledge and intent that such goods will be mistaken for the genuine quality goods offered for sale by Plaintiffs despite Defendants' knowledge that they are without authority to use the adidas Marks. Defendants' actions are likely to cause confusion of consumers at the time of initial interest, sale, and in the post-sale setting, who will believe Defendants' goods are genuine goods originating from, associated with, and/or approved by Plaintiffs.

28. Defendants advertise their e-commerce stores, including their Counterfeit Goods, to the consuming public via at least the e-commerce stores operating under the E-commerce Store Names. In so doing, Defendants improperly and unlawfully use one or more of the adidas Marks without Plaintiffs' authority.

29. Most Defendants are, upon information and belief, concurrently employing and benefitting from substantially similar, advertising and marketing strategies based, in large measure, upon an unauthorized use of counterfeits and infringements of the adidas Marks. Specifically, Defendants are using counterfeits and infringements of Plaintiffs' famous names and the adidas Marks to make their e-commerce stores selling unauthorized goods appear more

relevant and attractive to consumers searching for both Plaintiffs' goods and information online. By their actions, Defendants are contributing to the creation and maintenance of an unlawful marketplace operating in parallel to the legitimate marketplace for Plaintiffs' genuine goods. Defendants are causing individual, concurrent and indivisible harm to Plaintiffs and the consuming public by (i) depriving Plaintiffs of their right to fairly compete for space online and within search engine results and reducing the visibility of Plaintiffs' genuine goods on the World Wide Web, (ii) causing an overall degradation of the value of the goodwill associated with the adidas Marks, and (iii) increasing Plaintiffs' overall cost to market their goods and educate consumers about their brands via the Internet.

30. Defendants are concurrently conducting and targeting their counterfeiting and infringing activities toward consumers and likely causing unified harm within this district and elsewhere throughout the United States. As a result, Defendants are defrauding Plaintiffs and the consuming public for Defendants' own benefit.

31. At all times relevant hereto, Defendants had full knowledge of Plaintiffs' ownership of the adidas Marks, including their exclusive rights to use and license such intellectual property and the goodwill associated therewith.

32. Defendants' use of the adidas Marks, including the promotion and advertisement, reproduction, distribution, sale and offering for sale of their Counterfeit Goods, is without Plaintiffs' consent or authorization.

33. Defendants are engaging in the above-described illegal counterfeiting and infringing activities knowingly and intentionally or with reckless disregard or willful blindness to Plaintiffs' rights for the purpose of trading on Plaintiffs' goodwill and reputations.

34. Defendants' above identified infringing activities are likely to cause confusion, deception and mistake in the minds of consumers before, during, and after the time of purchase. Moreover, Defendants' wrongful conduct is likely to create a false impression and deceive consumers, the public, and the trade into believing there is a connection or association between Plaintiffs' genuine goods and Defendants' Counterfeit Goods, which there is not.

35. Moreover, at least Defendant Numbers 1–8 (the "Cybersquatting Defendants") have registered their E-commerce Store Names using marks that are nearly identical and/or confusingly similar to at least one of the adidas Marks, (the "Cybersquatted Domain Names").

36. The Cybersquatting Defendants have registered and/or used the Cybersquatted Domain Names with the bad faith intent to profit from the adidas Marks.

37. The Cybersquatting Defendants do not have, nor have they ever had, the right or authority to use the adidas Marks for any purpose. Further, the adidas Marks have never been assigned or licensed to be used on any of the websites operating under the Cybersquatted Domain Names.

38. Upon information and belief, the Cybersquatting Defendants have provided false and/or misleading contact information when applying for the registration of the Cybersquatted Domain Names or have intentionally failed to maintain accurate contact information with respect to the registration of the Cybersquatted Domain Names.

39. The Cybersquatting Defendants have never used the Cybersquatted Domain Names in connection with a bona fide offering of goods or services.

40. The Cybersquatting Defendants have not made any bona fide non-commercial or fair use of the adidas Marks on a website accessible under the Cybersquatted Domain Names.

41. The Cybersquatting Defendants have intentionally incorporated at least one of the adidas Marks in their Cybersquatted Domain Names to divert consumers looking for Plaintiffs' genuine websites to their own websites for commercial gain.

42. Given the visibility of Defendants' various e-commerce stores and the similarity of their concurrent actions, it is clear Defendants are either affiliated, or at a minimum, cannot help but know of each other's existence and the unified harm likely to be caused to Plaintiffs and the overall consumer market in which they operate because of Defendants' concurrent actions.

43. Although some Defendants may be physically acting independently, they may properly be deemed to be acting in concert because the combined force of their actions serves to multiply the harm caused to Plaintiffs.

44. Defendants' payment and financial accounts, including but not limited to those specifically set forth on Schedule "A," are being used by Defendants to accept, receive, and deposit profits from Defendants' trademark counterfeiting and infringing and unfairly competitive activities connected to their E-commerce Store Names and any other alias e-commerce store names being used and/or controlled by them.

45. Further, Defendants are, upon information and belief, likely to transfer or secret their assets to avoid payment of any monetary judgment awarded to Plaintiffs.

46. Plaintiffs have no adequate remedy at law.

47. Plaintiffs are suffering irreparable injury because of Defendants' unauthorized and wrongful use of the adidas Marks. If Defendants' intentional counterfeiting and infringing activities are not preliminarily and permanently enjoined by this Court, Plaintiffs and the consuming public will continue to be harmed while Defendants wrongfully earn a substantial profit.

48. The harm sustained by Plaintiffs have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offers to sell, and sale of their Counterfeit Goods.

COUNT I - TRADEMARK COUNTERFEITING AND INFRINGEMENT
PURSUANT TO § 32 OF THE LANHAM ACT (15 U.S.C. § 1114)

49. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 48 above.

50. This is an action for trademark counterfeiting and infringement against Defendants based on their use of counterfeit and confusingly similar imitations of the adidas Marks in commerce in connection with the promotion, advertisement, distribution, offering for sale and/or sale of the Counterfeit Goods.

51. Specifically, Defendants are promoting and otherwise advertising, selling, offering for sale, and distributing goods using counterfeits and/or infringements of one or more of the adidas Marks. Defendants are continuously infringing and inducing others to infringe the adidas Marks by using one or more of the adidas Marks to advertise, promote, offer to sell, and/or sell counterfeit and infringing versions of Plaintiffs' branded goods.

52. Defendants' concurrent counterfeiting and infringing activities are likely to cause and are causing confusion, mistake, and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' Counterfeit Goods.

53. Defendants' unlawful actions have caused and are continuing to cause unquantifiable and irreparable harm to Plaintiffs and are unjustly enriching Defendants with profits at Plaintiffs' expense.

54. Defendants' above-described unlawful actions constitute counterfeiting and infringement of the adidas Marks in violation of Plaintiffs' rights under § 32 of the Lanham Act, 15 U.S.C. § 1114.

55. Plaintiffs have no adequate remedy at law. Plaintiffs have suffered and will continue to suffer irreparable injury because of Defendants' above-described activities if Defendants are not preliminarily and permanently enjoined. Additionally, Defendants will continue to wrongfully profit from their unlawful activities.

COUNT II - FALSE DESIGNATION OF ORIGIN
PURSUANT TO § 43(a) OF THE LANHAM ACT (15 U.S.C. § 1125(a))

56. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 48 above.

57. Defendants' Counterfeit Goods bearing, offered for sale, and sold using copies of one or more of the adidas Marks have been widely advertised and offered for sale throughout the United States via the Internet.

58. Defendants' Counterfeit Goods bearing, offered for sale, and sold using copies of one or more of the adidas Marks are virtually identical in appearance to Plaintiffs' genuine goods. However, Defendants' Counterfeit Goods are different in quality. Accordingly, Defendants' activities are likely to cause confusion among consumers as to at least the origin or sponsorship of their Counterfeit Goods.

59. Defendants have used in connection with their advertisement, offer for sale, and sale of the Counterfeit Goods, false designations of origin and false descriptions and representations, including words or symbols and trade dress which falsely describe or represent such goods and have caused such goods to enter commerce in the United States with full

knowledge of the falsity of such designations of origin and such descriptions and representations, all to Plaintiffs' detriment.

60. Defendants have each authorized infringing uses of one or more of the adidas Marks in Defendants' advertisement and promotion of their counterfeit and infringing branded goods. Some Defendants have misrepresented to members of the consuming public that the Counterfeit Goods being advertised and sold by them are genuine, non-infringing goods.

61. Additionally, many Defendants are simultaneously using counterfeits and infringements of the adidas Marks to unfairly compete with Plaintiffs and others for space within organic and paid search engine and social media results. Defendants are thereby jointly (i) depriving Plaintiffs of valuable marketing and educational space online which would otherwise be available to Plaintiffs and (ii) reducing the visibility of Plaintiffs' genuine goods on the World Wide Web and across social media platforms.

62. Defendants' above-described actions are in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

63. Plaintiffs have no adequate remedy at law. Plaintiffs have suffered and will continue to suffer both individual and indivisible injury caused by Defendants' concurrent conduct if Defendants are not preliminarily and permanently enjoined. Additionally, Defendants will continue to wrongfully profit from their unlawful activities.

**COUNT III - CLAIM FOR RELIEF FOR CYBERSQUATTING
UNDER §43(d) OF THE LANHAM ACT (15 U.S.C. §1125(d))**

(Against Defendant Numbers 1–8 only)

64. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 48 above.

65. The Cybersquatting Defendants have acted with the bad faith intent to profit from the adidas Marks and the goodwill associated with the adidas Marks by registering and using the Cybersquatted Domain Names.

66. The adidas Marks were distinctive and famous at the time the Cybersquatting Defendants registered the Cybersquatted Domain Names.

67. The Cybersquatted Domain Names are identical to, confusingly similar to or dilutive of one or more of the adidas Marks.

68. The Cybersquatting Defendants conduct is done with knowledge and constitutes a willful violation of Plaintiffs' rights in the adidas Marks. At a minimum, Defendants' conduct constitutes reckless disregard for and willful blindness to Plaintiffs' rights.

69. The Cybersquatting Defendants' actions constitute cybersquatting in violation of §43(d) of the Lanham Act, 15 U.S.C. §1125(d).

70. Plaintiffs have no adequate remedy at law. Plaintiffs have suffered and will continue to suffer irreparable injury due to the Cybersquatting Defendants' above-described activities if the Cybersquatting Defendants are not preliminarily and permanently enjoined. Additionally, the Cybersquatting Defendants will continue to wrongfully profit from their illegal activities

COUNT IV - COMMON LAW UNFAIR COMPETITION

71. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 48 above.

72. This is an action against Defendants based on their promotion, advertisement, distribution, offering for sale, and/or sale of goods using or bearing marks that are virtually

identical to one or more of the adidas Marks in violation of Florida's common law of unfair competition.

73. Specifically, Defendants are each promoting and otherwise advertising, selling, offering for sale, and distributing goods using counterfeits and infringements of one or more of the adidas Marks. Defendants are also each using counterfeits and infringements of one or more of the adidas Marks to unfairly compete with Plaintiffs for (i) space in search engine and social media results across an array of search terms and/or (ii) visibility on the World Wide Web.

74. Defendants' infringing activities are likely to cause and are causing confusion, mistake, and deception among consumers as to the origin and quality of Defendants' e-commerce stores as a whole and all products sold therein by their use of the adidas Marks.

75. Plaintiffs have no adequate remedy at law. Plaintiffs have suffered and will continue to suffer irreparable injury because of Defendants' above-described activities if Defendants are not preliminarily and permanently enjoined. Additionally, Defendants will continue to wrongfully profit from their unlawful activities.

COUNT V - COMMON LAW TRADEMARK INFRINGEMENT

76. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 48 above.

77. This is an action for common law trademark infringement against Defendants based on their promotion, advertisement, offering for sale, and sale of their Counterfeit Goods using one or more of the adidas Marks.

78. Plaintiffs are the owners of all common law rights in and to the adidas Marks.

79. Specifically, each Defendant is promoting and otherwise advertising, distributing, offering for sale, and selling goods using and bearing infringements of one or more of the adidas Marks.

80. Defendants' infringing activities are likely to cause and are causing confusion, mistake, and deception among consumers as to the origin and quality of Defendants' Counterfeit Goods bearing the adidas Marks.

81. Plaintiffs have no adequate remedy at law. Plaintiffs have suffered and will continue to suffer irreparable injury because of Defendants' above-described activities if Defendants are not preliminarily and permanently enjoined. Additionally, Defendants will continue to wrongfully profit from their unlawful activities.

PRAYER FOR RELIEF

82. WHEREFORE, Plaintiffs demand judgment on all Counts of this Amended Complaint and an award of equitable relief and monetary relief against Defendants as follows:

a. Entry of temporary, preliminary, and permanent injunctions pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, and Federal Rule of Civil Procedure 65 enjoining Defendants, their agents, representatives, servants, employees, and all those acting in concert or participation therewith, from manufacturing or causing to be manufactured, importing, advertising or promoting, distributing, selling or offering to sell their Counterfeit Goods; from infringing, counterfeiting, or diluting the adidas Marks; from using the adidas Marks, or any mark or design similar thereto, in connection with the sale of any unauthorized goods; from using any logo, trade name or trademark or design that may be calculated to falsely advertise the services or goods of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs; from falsely representing themselves as being connected with Plaintiffs, through

sponsorship or association, or engaging in any act that is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiffs; from using any reproduction, counterfeit, infringement, copy, or colorable imitation of the adidas Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants; from 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 Defendants' goods as being those of Plaintiffs, or in any way endorsed by Plaintiffs and from offering such goods in commerce; from engaging in search engine optimization strategies using colorable imitations of Plaintiffs' names or trademarks; and from otherwise unfairly competing with Plaintiffs.

b. Entry of temporary, preliminary, and permanent injunctions pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and the Court's inherent authority, enjoining Defendants and all third parties with actual notice of an injunction issued by the Court from participating in, including providing financial services, technical services or other support to, Defendants in connection with the sale and distribution of non-genuine goods bearing and/or using counterfeits of the adidas Marks.

c. Entry of an order pursuant to 15 U.S.C. § 1116, 28 U.S.C §1651(a), The All Writs Act, and the Court's inherent authority, that, upon Plaintiffs' request, Defendants and the top level domain (TLD) Registry for each of the E-commerce Store Names or their administrators, including backend registry operators or administrators, place the E-commerce Store Names, and any other e-commerce or domain names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing counterfeits and

infringements of the adidas Marks, on Registry Hold status for the remainder of the registration period for any such e-commerce store or domain name, thus removing them from the TLD zone files which link the E-commerce Store Names, and any other e-commerce store or domain name used by Defendants, to the IP addresses where the associated e-commerce stores or websites are hosted.

d. Entry of an order pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and the Court's inherent authority, canceling for the life of the current registration or, at Plaintiffs' election, transferring the E-commerce Store Names, and any other e-commerce store names or domain names used by Defendants to engage in their counterfeiting of the adidas Marks, to Plaintiffs' control so they may no longer be used for unlawful purposes.

e. Entry of an order pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and the Court's inherent authority, that, upon Plaintiffs' request, any Internet marketplace website operators and/or administrators, registrar and/or top level domain (TLD) Registry for the E-commerce Store Names, who are provided with notice of an injunction issued by the Court identify any e-mail address known to be associated with Defendants' respective E-commerce Store Names.

f. Entry of an order pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and the Court's inherent authority, authorizing Plaintiffs to serve an injunction issued by the Court on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses which are or have been used by Defendants in connection with Defendants' promotion, offering for sale, and/or sale of goods using counterfeits and/or infringements of the adidas Marks.

g. Entry of an order pursuant to 15 U.S.C. § 1116 and the Court's inherent authority, requiring Defendants, their agent(s) or assign(s), to assign all rights, title, and interest,

to their E-commerce Store Name(s), and any other e-commerce store names or domains names being used by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing counterfeits and infringements of the adidas Marks, to Plaintiffs and, if within five (5) days of entry of such order Defendants fail to make such an assignment, the Court order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a).

h. Entry of an order pursuant to 15 U.S.C. § 1116 and the Court's inherent authority, requiring Defendants, their agent(s) or assign(s), to instruct in writing, all search engines to permanently delist or deindex the E-commerce Store Name(s), and any other e-commerce store names or domains names being used by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing counterfeits and infringements of the adidas Marks, and, if within five (5) days of entry of such order Defendants fail to make such a written instruction, the Court order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a).

i. Entry of an order pursuant to 15 U.S.C. § 1116 and the Court's inherent authority, requiring, upon Plaintiffs' request, Defendants to request in writing the permanent termination of any messaging services, E-commerce Store Names, usernames, and social media accounts they own, operate, or control on any messaging service and social media platform.

j. Entry of an order requiring Defendants to account to and pay Plaintiffs for all profits earned from Defendants' trademark counterfeiting and infringing and unfairly competitive activities and that the profit award to Plaintiffs be trebled, as provided for under 15 U.S.C. §1117, or that Plaintiffs be awarded statutory damages from each Defendant in the amount

of two million dollars (\$2,000,000.00) per each counterfeit trademark used and product type sold, as provided by 15 U.S.C. §1117(c)(2) of the Lanham Act.

k. Entry of an order requiring the Cybersquatting Defendants to account to and pay Plaintiffs for all profits resulting from the Cybersquatting Defendants' cybersquatting activities and that the profit award to Plaintiffs be trebled, as provided for under 15 U.S.C. §1117, or that Plaintiffs be awarded statutory damages from the Cybersquatting Defendants in the amount of one hundred thousand dollars (\$100,000.00) per Cybersquatted Domain Name used as provided by 15 U.S.C. §1117(d) of the Lanham Act.

l. Entry of an award pursuant to 15 U.S.C. § 1117 (a) and (b) of Plaintiffs' costs and reasonable attorneys' fees and investigative fees associated with bringing this action.

m. Entry of an order pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, Federal Rule of Civil Procedure 65, and the Court's inherent authority that, upon Plaintiffs' request, Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, e-commerce shipping partner, fulfillment center, warehouse, storage facility, or marketplace platforms, and their related companies and affiliates, identify and restrain all funds, up to and including the total amount of judgment, in all financial accounts and/or sub-accounts used in connection with the E-commerce Store Names or other alias e-commerce store names, domain names, and/or websites used by Defendants presently or in the future, as well as any other related accounts of the same customer(s) and any other accounts which transfer funds into the same financial institution account(s), and remain restrained until such funds are surrendered to Plaintiffs in partial satisfaction of the monetary judgment entered herein.

n. Entry of an award of pre-judgment interest on the judgment amount.

o. Entry of an Order requiring Defendants, at Plaintiffs' request, to pay the cost necessary to correct any erroneous impression the consuming public may have received or derived concerning the nature, characteristics, or qualities of Defendants' products, including without limitation, the placement of corrective advertising and providing written notice to the public.

p. Entry of an order for any further relief as the Court may deem just and proper.

DATED: July 18, 2023.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By: **Stephen M. Gaffigan**

Stephen M. Gaffigan (Fla. Bar No. 025844)

Virgilio Gigante (Fla. Bar No. 082635)

T. Raquel Wiborg-Rodriguez (Fla. Bar. No. 103372)

Christine Ann Daley (Fla. Bar No. 98482)

401 East Las Olas Blvd., Suite 130-453

Ft. Lauderdale, Florida 33301

Telephone: (954) 767-4819

E-mail: Stephen@smgpa.cloud

E-mail: Leo@smgpa.cloud

E-mail: Raquel@smgpa.cloud

E-mail: Christine@smgpa.cloud

Attorneys for Plaintiffs

SCHEDULE "A"
DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, ADDITIONAL
USERNAME, BUSINESS NAME, AND E-MAIL ADDRESS

Def. No.	Defendant / E-commerce Store Name	Account Information: Payment Account / Payee	Account Information: PayPal Merchant ID	Additional Username / Business Name	E-mail Address
1	adidasecostarica.com	rairalazaders@mail.com		Nicole Maluleke RAIRALAZADE	
		markswansonwm3j@gmail.com	NQMPZG6C6ZZLC	Mark Swanson MARKSWANSON	
2	adidasepanama.com	faedotilhami@mail.com	PPZM9FJJFRLE	Gugu Geldenhuys FAEDOTILHAM	
3	adidasoutletshoes.us.com	brookedszymanski@outlook.com		沙 田 BROOKEDSZYM	support@tradestore.us
4	adidass.us.com	christinemalanid@hotmail.com	696Q6W6NC9U5Y		tradeservicedirect@outlook.com
					cassidiecharnisejomara@gmail.com
					businessservice480@hotmail.com
5	adidasshoesonline.us.com	briancumberlands@hotmail.com	PAA2KA6XG3RPS		support@tradestore.us
5	adidasstoreoutlet.us.com	briancumberlands@hotmail.com	PAA2KA6XG3RPS		businesshelpteamso@outlook.com
5	adidasyezyofficialwebsite.us.com	paulnbrown9550@hotmail.com			support@tradestore.us
6	hypeboost.shop	cutomplg@outlook.com		常委 刘 WORLDWING Worldwing Limited	hypeboosts@hotmail.com
		yuhyes@hotmail.com	QBJ833UE6NDVS	建玉 张 YUHYES	customplg@outlook.com
					joyce@hypeboosts.com
6	hypeboosts.ru	cutomplg@outlook.com	SHN38B5ZWHNFJ	常委 刘 WORLDWING Worldwing Limited	noreply@hypeboost.shop
					hypeboosts@hotmail.com
					service@hypeboosts.ru
					service@hypeboosts.com

7	yeezy-boost350v2.us.org	paullmorefield95@outlook.com		子豪 程 PAULLMOREFI	
7	yeezys-boost.us.org	paullmorefield95@outlook.com		子豪 程 PAULLMOREFI	
8	ultra-boosts.us.com	dwrightcoffey@hotmail.com	F7DZ6HBF6 DKNY		cassidiecharnisejomara@gmail.com
9	365kitshirts.com	779121437@qq.com	77HJXFHJW S6EG		service@365kitshirt.com
9	77footsfr.com	779121437@qq.com	77HJXFHJW S6EG	依妹 翁 779121437	
9	calcio2024it.com	779121437@qq.com	77HJXFHJW S6EG		sport@calcio2021-it.com
10	8wholesale.com	bajiang168@163.com		淑贞 林 BAJIANG168	
11	adyszboots.com	maysesososad@gmx.com	39LF36T267 KY2	Tom Jeff TOM JEFF Tom Jeff	sd-customer-service@hotmail.com
		office@ictsp.co.jp	SE74WSZF7 TQ3J	広知 岡澤 ICTSP 株式会社ICTソリューションパートナーズ	xscientist208@gmail.com
		pescywbnf@hotmail.com	ABRCGUHF BYHF2	David ADAIR ALDCROFT	magnum1011@hotmail.com
12	ahasneakers.cn	18712728771@163.com	25KX6AAP3 5FZ	春爱 杨 TKSHOP 濂溪区甲乙机电经营部	ahasneakers@vip.163.com
		smy14153893379@163.com		铭阳 孙 SMY14153893	noreply@notice.mailzh-apollo.com
					18712728771@163.com
13	amjerseys.com	beginnerLame@outlook.com	BXGNQ7AY ZU3SU	伟贤 邱 SFSPORT INC 漳州邱氏体育文化有限公司	customer@soccercare.com
					soccerssss@hotmail.com
13	soccerum.com	sfsport inc	BXGNQ7AY ZU3SU		soccerssss@hotmail.com
14	buyjerseys.shop	861765699@qq.com		艺权 李 861765699	sysnkr@gmail.com
15	camisetago.com	heycloth@outlook.com	HMRREZK AHG5A	新 连 HEYCLOTH	info@camisetago.com

		halehua920@gmail.com	CRJEXU7HS U7TW	少华 郑 SHAMENSHIXI 厦门市翔安区绿康 韵茶叶店	615197989@qq.com
15	futbols24.com	heycloth@outlook.com	HMRREZK AHG5A	新 连 HEYCLOTH	shop@camisetago.com
		heycloth@outlook.com	HMRREZK AHG5A	新 连 HEYCLOTH	lian132@qq.com
15	kacalcio.com	yangxd666xiaoqiang@163.com	CJU2EGGX L87N4	满强 杨 LEZUNFUZHUA 泉州乐尊服装商贸 有限公司	
15	magliago.com	heycloth@outlook.com	HMRREZK AHG5A	新 连 HEYCLOTH	info@camisetago.com
15	maillotgo.com	heycloth@outlook.com	HMRREZK AHG5A	新 连 HEYCLOTH	info@camisetago.com
16	cheapjordan2023.com	guilfo	D2XC9UAW SA3BU	超 沈 GUILFO 南通觅漾纺织品有 限公司	business@oaaoo.com
		sunpen@ursuka.com	FVSYZX2JK 4YG8	鹏 孙 URSUKA 安庆抱熏电子商务 有限公司	
16	discountjordan2023.com	sc929@guilfo.com	D2XC9UAW SA3BU	超 沈 GUILFO 南通觅漾纺织品有 限公司	business@oaaoo.com no- reply@sellermail.net
17	onlykickz.vip	zypbox@126.com	HYXKHUZ DFRBQU	毅平 曾 ZYPBOX	
		13806095575@163.com		毅平 曾 SHAMENGUREN 厦门顾仁堂生物科 技有限公司	onlykickz0706@gmail .com
		onlykickz0706@gmail.com		露 商 ONLYKICKZ07	
		645665023@qq.com		淇滨 张 645665023	
		2668848681@qq.com		航涛 余 2668848681	

18	designergunews.ru	yang698xiong@126.com		丽雄 杨 YANG698XION	yolanda.designergu@gmail.com
					edrsales@kickztalk.com
					service@kickztalk.com
					lency@designergu.ru
					sales@kickztalk.com
18	designergunews.xyz	weian0602@yeah.net		伟安 黄 WEIAN0602	yolanda.designergu@gmail.com
					edrsales@kickztalk.com
		ChenQing_101@163.com		鸿清 陈 CHENQING101	service@kickztalk.com
					lency@designergu.ru
19	dopestkickz.cc	man22tin@outlook.com		漫婷 林 MAN22TIN	sales@kickztalk.com
					missy@fadsway.com
					sales@dopestkickz.ru
19	dopestkickzclub.ru	jinhechen_2018@outlook.com		锦和 陈 JINHECHEN20	pkz@fadsway.com
					missy@fadsway.com
					sales@dopestkickz.ru
					pkz@fadsway.com
					bill@jeupeter.com
19	dopestkickzfans.ru	xiao Zhu2852@126.com		名健 朱 XIAOZHU2852	billing_eu@aporro.com
					missy@fadsway.com
					sales@dopestkickz.ru
19	dopestkickznews.ru	chenxiumei58@163.com		秀美 陈 CHENXIUMEI5	pkz@fadsway.com
					missy@fadsway.com
					sales@dopestkickz.ru
					chenxiumei05@hotmail.com

20	fakeyeezyshop.com	1637462723@qq.com	V7LQPRE4 N95KQ	楷栋 卓	fakeyeezyshop@gmail.com
20	songsneaker.net		V7LQPRE4 N95KQ	1637462723	maysong@songsneaker.com
21	fashionkicks.xyz	xie905chai@163.com		丽钗 谢 XIE905CHAI	fashionkicksbusiness@gmail.com
22	februn.com	oilgumjug@sendnow.win	UU485B74Q T7EE	梁 李 OILGUMJUG	customerservice@emr hsgasre.xyz
		eronitacostashd31@gmail.com	XDR7J4QC W3AWS	David Trlin ADCPEST	shengdedej50@163.com
		vintagefurniture5438@gmail.com	28P8VN47M LUVQ	Catherine Brewer CATHERINEBR	sale@februn.com
		anyao00050@126.com		艳平 杜 ANYAO00050	febsales@dswsports.com
		zhizhi22614804@126.com		玉萍 杨 ZHIZHI22614	adcpest@optusnet.com.au
		zs15209@163.com		振友 王 ZS15209	
22	febsale.com	eronitacostashd31@gmail.com	XDR7J4QC W3AWS	David Trlin ADCPEST	customerservice@emr hsgasre.xyz
					sale@febsale.com
					adcpest@optusnet.com.au
23	floadty.com	manhnguyenvpp4290983@gmail.com	H9CKAML M9Y6DC	Xuan Manh Nguyen XM MEDIA	support@floadty.com
				XM Media	support@lusxi.com
23	pejane.com	manhnguyenvpp4290983@gmail.com	H9CKAML M9Y6DC		support@pejane.com
24	goatkick.net	zhengqx2023@hotmail.com		秋霞 郑 ZHENGQX2023	rimi26@rimisneaker.com
		yangyc2023@hotmail.com		银泉 杨 YANGYC2023	rimi26@rimisneaker.com
25	honejersey.top	wjy19931222@outlook.com			rimi24@rimisneaker.com
					sportsjerseysale@outlook.com

25	oneshop1.top	wjy19931222@outlook.com		嘉滢 吴 WJY19931222	sportsjerseysale@outlook.com
25	sportsjerseysale.com	hymshangzhan@outlook.com	J5CX8Z3FS4 FMN	一鸣 韩 SHANGZHANDI	sportsjerseysale@outlook.com
		shuaihongmaoyi@proton.me	BNFP5B2JB F8WQ	向弘 吴 FUJIANSHUAI 福建帅弘贸易有限公司	sportsjerseysale@outlook.com
26	hotkicks.cc	ericmoraleson@gmail.com	UHSZCVPC 948MG	碧霞 杨 ERICMORALES	hotkicks.cc@gmail.com
27	hwh.com.co	maryrperez98@hotmail.com	T8WYJGK5 AGYTA	云 罗 MARYRPEREZ9	hwhsneakers@gmail.com
28	icystar.net	lucylianghua@163.com	JD3VVFRCZ W4VN	良华 余 LUCYLIANGHU	stockxreviews@gmail.com
					icystarnet@gmail.com
29	jersey-album.com	nathnazo@hotmail.com	ND4JPUVU PPULY	Jonathan Lazo REDLEHMA redlehma	mikiandkinki@hotmail.com
		yickalter@hotmail.com	974E9NFQ2 4A9Y	Nick Walter NICKWALTERS NickWalter store	
		yalewuo@yahoo.com	T3JLJXVEJ2 74S	Tony Robinson YALEWUO YalewuO	ebayriqing2009@yahoo.com.cn
		mikiandkinki@hotmail.com		RUI QUN ZHANG KINKIANDMIK kinkiandmiki	ebayriqing@yahoo.com.cn
		ainnto@hotmail.com		Joel Clarke AINNTO	ruiqunzhang@hotmail.com
		akeonz@hotmail.com		Blake Gonzalez BLAKGONZ01 blak-gonz-01	
		edockr@hotmail.com		Ramsey Goff EDOCKR	mikiandkinki@yahoo.com.cn
		lvaraote@hotmail.com		Ewan Alvarado LVARAOTE	ebayriqing2009@yahoo.com.cn
		rsontty@hotmail.com		Patty Kochanowski KOCHA PATT kocha_patt	
		sunomas@hotmail.com		Thomas Sun USTHOMNLH1K usthom-nlh1kp7n	

30	jerseydor.com	jerseydor@gmail.com	6G9F7CP7E KFP2	Tarek Jamal JERSEY DOR Jersey dor	hello@jerseydor.com tarek@modelconcepts.ca
31	jerseyflagshipstore.com	2393242464@qq.com	AR43T4XL5 9ULW	莹莹 王 2393242464	daisy900811@gmail.com 1051138349@qq.com
32	jerseylockers.com	jerseylockersinfo@gmail.com	SBHFBMS8 RRZD2		jerseylockersinfo@gmail.com
33	jerseysnew.cn	masonchen2020@outlook.com	JX5VDSLEA NAVW	金山 陈 BUJIATETRAD 莆田市布加特贸易有限公司	bugat2022@hotmail.com noreply@notice.mailzh-apollo.com
		bugat2022@hotmail.com		国强 吴 LICHENGQUGO 荔城区拱辰吴国强 服装商行	customname518@163.com puhics@outlook.com
34	kegao.cn	meide1688@outlook.com		caiji zhao MEIDE1688	
35	kicksfreake.com	goayoson@gmail.com		亮 杜 ONLINE SHOP 深圳猿承科技有限公司	service@kicksfreake.com
		a13600103396@163.com	QHB3C6TD 3WZJ2	广杰 张 ONLINE SHOP 惠州市广翔电子商务有限公司	502262643@qq.com
		a15014972153@163.com	WRPKWZL ZLMERL	美琼 林 ONLINESTORE 惠东县大岭女主脚 电子商务服务部	a15014972153@gmail.com
36	kickwho.xyz	yhj090121@163.com		鸿杰 杨 YHJ090121	
37	kickx.ru	putthipong111@outlook.com		跃圣 陈 PUTTHIPONG1	kickx6568@outlook.com goodao@globalso.com.cn kickx@outlook.com zrr789zrr789@163.com ueugjh6jjuq1995@inbox.ru

38	ksafutbol.com	dersspl@yeah.net	PQGMCRRL6B7EG	必和 李 DERSSPL	info@camisetago.com
38	r7futbol.com	dersspl@yeah.net	PQGMCRRL6B7EG	必和 李 DERSSPL	info@camisetago.com
38	rofoot.com	dersspl@yeah.net	PQGMCRRL6B7EG	必和 李 DERSSPL	info@camisetago.com
39	leekicks.ru	yeg879678@outlook.com		本鹏 吴 YEG879678	leekicktop@outlook.com
					goodao@globalso.com.cn
					refgasamim@gmail.com
40	luckick.shop	cnmrjianyu@163.com	9XU3FWXB2TYGC	建宇 孟 CNMRJIANYU	bestshoesstore365@gmail.com
					luckick.shop@gmail.com
41	maryjersey.cn	feb331@hotmail.com		庆芳 何 HUANGYUEDIA 义乌市黄钺电子商务有限公司	maryjerseyservice@gmail.com
42	mkkickz.com	support@mondiecenter.com	QEBHFFY9ALGQA	VIET ANH LUU MYRISTICACO MYRISTICA COMPANY LIMITED	getsupport@fulfillments.live
					support@ticokickz.com
					dispute@mondiecenter.com
					urgent@mondiecenter.com
43	newfirstsoccershop.com	fangjbonline@hotmail.com	S8CLJQ8DBLC8E	景彬 方 FANGJBONLIN	daniel-online@hotmail.com
		daniel-online@hotmail.com		Wen bin Zhang DANIELONLIN	liangzaihandy@gmail.com
44	newsneaker.site	mysneakers_vip04@163.com		英文 廖 MYSNEAKERSV	mysneakersservice@outlook.com
		mysneakersservice@outlook.com		晓秋 倪 MYSNEAKERS 海口美兰区时涛百货店	
45	ogtonysneaker.com	obynt60544@gmail.com	92W8G24SZAYUJ	晓宇 尹 OBYNT60544	ogtonysneaker2012@gmail.com
					obynt60544@gmail.com

46	okick.store	lijianxin2043@hotmail.com		建新 李 LIJIANXIN20	lightkick06@gmail.com
47	pkgiz.com	in0594@qq.com		宗邦 林 IN88889	kick333444@hotmail.com
					33210513@qq.com
		in88889@qq.com		旗遴 林 IN0594	kicksbbs@hotmail.com
					kicksbbs@gmail.com
48	rimisnkrs.ru	zhengjh2023@hotmail.com		金洪 郑 ZHENGJH2023	rimisneaker@gmail.com
		rimikobe@gmail.com		俊庆 李 RIMIKOBE	15622391330@163.com
		rimi9@rimisneaker.com		丽琼 蒋 RIMI9	18596958786@163.com
49	rjersey.com	yuyifan965@outlook.com		一凡 余 YUYIFAN965	rjersey001@outlook.com
50	rsneakers.fun	keliyong7895@outlook.com		力勇 柯 KELIYONG789	rwindsneakers@outlook.com
		xuxiaobin987@outlook.com		晓彬 许 XUXIAOBIN98	
51	shoesking.me	chenzhiyongshop@outlook.com	GA4SZVBN2CLSL	智勇 陈 CHENZHIYONG	service@shoesking.me
		kuangyinsi3421@outlook.com	SFT7AU3LGH4	颖思 邝 KUANGYINSI3	
		laiyonjun2027@outlook.com	JM8PP9ZWKSLG4	泳君 赖 LAIYONJUN20	
		kongsen2839@outlook.com	7MMLF26RPADUE	卫芳 简 JIANWEIFANG	
		laijuanyin2840@outlook.com	3KMYFDH8RWS4U	娟英 赖 LAIJUANYIN2	
		jianweifang0044@outlook.com	Q3FP2HK3GQ46W	卫芳 简 JIANWEIFANG	
52	shoeslegends.com	linjk123@126.com		俊锴 林 LINJK123	service@shoeslegends.com
53	shopowlfashion.com	pay.dornforest@gmail.com	ZW4B8ENMARZ3U	HANG NGA VUONG VUONGHANGNG VUONG HANG NGA	sales@shopowlfashion.com

		browntrang2003@hotmail.com	YYA4NSMA S5U86	Trang Nguyen Minh NGUYENMINHT Nguyen Minh Trang	
54	smeshsportos.shop	thoidung49@gmail.com	MYV6V3JP ACQHE	troy smith TROYWILLIAM troy william smith	hszsbananas@gmail.com qmenyuqzn@outlook.com.au mewxkrnng@hotmail.com twboy77@gmail.com
55	snkick.ru	qaqa1997@outlook.com		志平 林 QAQA1997	ursnkick@outlook.com
56	snrkicksair.com	xiefenglian666@163.com		凤连 谢 XIEFENGLIAN	snkrplaza@gmail.com
57	snrktap1.com	a13960562553@163.com		金玉 陈 A1396056255	snrkshop@gmail.com
		roland033629@gmail.com		学涛 罗 ROLAND03362	maxsnrks@gmail.com roland033629@gmail.com
58	socceremo.com	iinsuinc@yeah.net	DBVB73PE CVM58	龙飞 陈 LFSPORTSINC 石家庄云速商贸有限公司	umarslist@outlook.com customercare@soccserve.com 15622753062@163.com
59	stealstock.net	sneakerstore66@gmail.com	QNUU7ZW BPKUEU	Nam Phan Cong SNEAKER Phan Cong Nam	support@stealstock.net
		truyenho0885@gmail.com		Nhu Truyen Ho SHOES HO NHU TRUYEN	
		Ruthbarbara49133@gmail.com		Thai Son Tran SHOES TRAN THAI SON	sneakerstore66@gmail.com
		Deborahlisa67759@gmail.com		Nguyet Pham PHAMTHINGUY PHAM THI NGUYET	

		Donnadorothy65983@gmail.com		Nguyen Hung NGUYENPHIHU NGUYEN PHI HUNG	
		towthriet011@gmail.com		Nguyen Huong PHANCONGSON Phan Cong Son	
		philadenca44a2@gmail.com		Thanh Tu Tran SHOES TRAN THANH TU	
		anhsneakers@gmail.com		Anh Ho Thi Nguyet FASHIONSTOR Fashion Store	
		Deborahnancy02240@gmail.com		Tran Huy TRAN HUY TRAN HUY	
		lucnv1194@gmail.com		Luc Nguyen Van NGUYENVANLU Nguyen Van Luc	
		pdtrung251@gmail.com		Trung Pham SHOES PHAM DUC TRUNG	sonphancong91@gmail.com
		phanlyly0531@gmail.com		Ly Ly Phan Thi LYLY STORE PHAN THI LY LY	
		thomaskruegerop11987090@gmail.com		Long Do Duy DO DUY LONG DO DUY LONG	
60	trustykickz.com	yfvitaminstraps@gmail.com		Yei Fu VITAMINSTR vitaminstraps	trustykickz88@gmail.com
61	vssdhporto.shop	fwbuncgu@hotmail.com	9R9LD784N Q69Q	Margaret Brown MARGARETBRO Margaret Brown	hszsbananas@gmail.com fwbuncgu@hotmail.com kleinhansmurgasola17019@gmail.com margaretmullins54@gmail.com
62	weekknight.com	dingnawill@gmail.com	MUURHK8 GUA89A	娜 秦 CHUNHUI TECH 昆明春回科技有限公司	service@weekknight.com

		springreturnfc@gmail.com		璐 吴 SPRINGRETUR 广州市思普瑞腾网 络科技有限公司	
63	xfjerseymall.com	llc523@qq.com	CFXMQ764 QAHD8	理成 卢 LULICHENG 卢理成	
64	yeezy365.com	haackzszyb3723@aol.com			c@scvmtg.com
65	yeezyshoess.us.com	clairecrofts@hotmail.com	4G8XKCK9 TYQKY		sneakersoutletshoes- help@outlook.com
		cliftonseto90@outlook.com		东梅 付 CLIFTONSETO	theresawchavez90@ou tlook.com
66	yeezysnkrs.org	3633739782@qq.com	QQYFD6TX 8G95L	龙 吕 POPSNEAKERS 河南倍韦建筑劳务 有限公司	yeezysnkrsofficial@g mail.com
					yeezystatic@gmail.co m
					jewsn22@163.com
		3063207514@qq.com	W69AW5M VV7AXL	爱萍 吴 WUAIPINGMAO 海口吴爱平贸易有 限公司	mcnl917qnfk@163.c om wuhuangfu816@163.c om yunad7346@163.com
67	yesyeezyvip.com	pind344@outlook.com	UJXY5XP7Z F588	兆才 吕 PIND344	worldsneakerl@gmail .com
					bookinging23@outloo k.com
					lvzhaocai788@sina.co m
68	jollyfamilygifts.com	Stripe Order No.: 45859 Transaction Date: Feb 2, 2023 Total: \$35.97 Payment Method: Visa CC Description: DANAKK LTD Product Title: Argentina Messi Premium Soccer 2022 Jersey Kit	DANAKK LTD		support@jollyfamilygi fts.com

69	kessoi.com a/k/a dletmea.com	Stripe Order No.: 238181 Transaction Date: Apr 4, 2023 Total: \$\$21.98 Payment Method: Visa CC Description: RH *dletmea.com Product Title: Yz Boost 350 V2 'Dazzling Blue' GY7164	RH *dletmea.co m		service@dletmea.com
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