

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

CASE NO. 23-CV-62059-SMITH

TAYLOR MADE GOLF
COMPANY, INC., *et al.*,

Plaintiff,

v.

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

Defendants. _____ /

**SEALED ORDER GRANTING *EX PARTE* APPLICATION
FOR ENTRY OF TEMPORARY RESTRAINING ORDER**

This matter is before the Court on Plaintiff’s *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets [DE 6] (the “Application”), filed under 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, and The All Writs Act, 28 U.S.C. § 1651(a), and this Court’s inherent authority by Plaintiffs, Taylor Made Golf Company, Inc., Acushnet Company, Karsten Manufacturing Corporation, and Topgolf Callaway Brands Corp., (collectively “Plaintiffs”). Plaintiff asks the Court to enter a temporary restraining order against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule “A” hereto, and an order restraining the financial accounts used by Defendants. As discussed below, Plaintiffs have satisfied the requirements for issuance of a temporary restraining order.

I. BACKGROUND

The following factual background is taken from Plaintiffs’ Complaint [DE 1], the Application, and supporting evidentiary submissions and exhibits.

Plaintiff Taylor Made Golf is the owner of the following trademarks (the “Taylor Made Golf Marks”), which are valid and registered on the Principal Register of the United States Patent and Trademark Office (USPTO):

Trademark	Registration Number	Registration Date	Class / Goods
TAYLOR MADE	1,200,542	July 6, 1982	IC 028. Golf Clubs.
TOUR PREFERRED	1,272,937	April 3, 1984	IC 028. Golf clubs.
TAYLOR MADE	1,374,009	December 3, 1985	IC 028. Golf Bags and Golf Club Head Covers.
TAYLOR MADE	1,420,059	December 9, 1986	IC 018. Golf umbrellas. IC 025. Golf hats, visors and golf gloves. IC 028. Golf bag travel covers and golf equipment bags.
TAYLOR MADE	1,424,909	January 13, 1987	IC 025. Men’s and women’s golf clothing, namely, caps, shirts, and golf gloves.
RESCUE	2,092,034	August 26, 1997	IC 028. Golf clubs.
	2,557,110	April 2, 2002	IC 018. Golf umbrellas, luggage and bags, namely, non-canvas tote bags, for golfers. IC 025. Clothing, namely, hats, visors, caps. IC 028. Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags.
	2,557,111	April 2, 2002	C 018. Golf umbrellas, luggage and bags, namely, non-canvas tote bags, for golfers. IC 025. Clothing, namely, hats, visors, caps. IC 028. Golf equipment, namely golf clubs, golf grips, putters, shafts, golf balls, golf gloves, golf tees, golf club covers, and golf bags.

	4,407,594	September 24, 2013	C 028. Golf equipment, namely, golf clubs, golf grips, golf balls, golf gloves, golf club head covers, and golf club shaft.
	4,564,858	July 8, 2014	IC 025. Shirts, t-shirts.
KALEA	5,011,425	August 2, 2016	IC 028. Golf clubs.
GEOCOUSTIC	5,193,052	April 25, 2017	IC 028. Golf clubs.
TWIST FACE	5,589,137	October 23, 2018	IC 028. Golf clubs.
	5,759,122	May 21, 2019	IC 028. Golf clubs.
	5,759,123	May 21, 2019	IC 028. Golf clubs.
	5,760,445	May 28, 2019	IC 028. Golf clubs.
	5,760,446	May 28, 2019	IC 028. Golf clubs.
SPEED BRIDGE	5,808,361	July 16, 2019	IC 028. Golf clubs.
SPIDER	6,134,005	August 25, 2020	IC 028. Golf clubs, golf club head covers, golf club grips, golf club shafts, golf tees, golf bags.
	6,134,006	August 25, 2020	IC 028. Golf clubs, golf club head covers, golf club grips, golf club shafts, golf tees, golf bags.
P•7TW	6,136,472	August 25, 2020	IC 028. Golf clubs, golf club head covers, golf bags, golf gloves.
	6,541,973	November 2, 2021	IC 028. Golf clubs, golf club head covers, golf club grips, golf club shafts, golf tees, golf bags.

STEALTH	6,908,482	November 22, 2022	IC 028. Golf clubs, golf club head covers, and golf bags
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(See Havens Decl. [DE 6-2] ¶¶ 4–5; see also USPTO Registration [DE 1-2].) The Taylor Made Golf Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. (See Havens Decl. ¶¶ 4–5.)

Plaintiff Acushnet is the owner and/or exclusive licensee of the following trademarks (the “Acushnet Marks”), which are valid and registered on the Principal Register of the United States Patent and Trademark Office (USPTO):

Trademark	Registration Number	Registration Date	Class / Goods
TITLEIST	933,271	May 2, 1972	IC 025. Clothing, more specifically, sweaters, shirts, and jackets.
TITLEIST	934,406	May 23, 1972	IC 028. golf equipment comprising golf balls, golf clubs, golf bags, golf gloves and golf headcovers.
<i>Titleist</i>	1,155,766	May 26, 1981	IC 028. golf equipment, namely, golf balls, golf clubs and golf bags.
<i>Titleist</i>	1,273,662	April 10, 1984	IC 025. Clothing-Namely, Shirts.
NEWPORT	1,966,493	April 9, 1996	IC 028. golf putters.
	2,231,199	March 9, 1999	IC 028. golf clubs.
VOKEY DESIGN	2,235,383	March 23, 1999	IC 28. golf clubs.
SCOTTY CAMERON	2,525,024	January 1, 2002	IC 028. Golf clubs and accessories thereof.

TITLEIST	3,176,825	November 28, 2006	IC 025. Headwear.
FUTURA	5,288,071	September 17, 2019	IC 028. Golf equipment, namely, golf clubs.

(See Rogan Decl. [DE 6-3] ¶¶ 4–5; *see also* USPTO Registration [DE 1-3].) The Acushnet Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. (See Rogan Decl. ¶¶ 4–5.)

Plaintiff Karsten is the owner of the following trademarks (the “Karsten Marks”), which are valid and registered on the Principal Register of the United States Patent and Trademark Office (USPTO):

Trademark	Registration Number	Registration Date	Class / Goods
PING	704,552	September 20, 1960	IC 28. Golf clubs.
ANSER	890,396	May 5, 1970	IC 028. Golf playing equipment.
PING	1,632,445	January 22, 1991	IC 28. Sporting goods; namely, golf bags, golf balls, and head covers for golf clubs.
PING	1,637,647	March 12, 1991	IC 025. Clothing; namely, shirts, caps, sweaters, and sun visor
	3,264,204	July 17, 2007	IC 025. Clothing, namely, shirts, sweaters, jackets, hats, and caps.
PING	4,500,596	March 25, 2014	IC 025. Clothing, namely, shirts, sweaters, sweatshirts, windshirts, woven shirts, shorts, vests, jackets, rainwear, socks, gloves, mittens, belts; headgear, namely, hats, caps, and visors; children's shirts and hats.

PING	4,500,597	March 25, 2014	IC 028. Golf clubs, golf bags, head covers for golf clubs, travel covers for golf bags, golf gloves, divot repair tools, hat clips for holding golf ball markers, golf ball markers, golf balls, golf ball tees, stress relief balls for hand exercise, and weights for attachment to golf clubs for use as a golf swing aid.
ping	4,985,490	June 21, 2016	IC 028. Golf clubs, golf bags, head covers for golf clubs.
ping	5,124,633	January 17, 2017	IC 025. shirts, gloves, headgear, namely, hats, caps, and visors.
PING	5,316,108	October 24, 2017	IC 028. Golf club grips.
SIGMA	5,567,027	November 7, 2017	IC 028. Golf clubs; Head covers for golf clubs.
G410	5,722,628	April 9, 2019	IC 028. Golf clubs; Head covers for golf clubs.
G425	6,403,979	June 29, 2021	IC 028. Golf clubs; Head covers for golf clubs.
FACE WRAP	6,411,916	July 6, 2021	IC 028. Golf clubs.

(See Hawken Decl. [DE 6-4] ¶¶ 4–5; *see also* USPTO Registration [DE 1-4].) The Karsten Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. (See Hawken Decl. ¶¶ 4–5.)

Plaintiff Callaway Golf is the owner of the following trademarks (the “Callaway Golf Marks”), which are valid and registered on the Principal Register of the United States Patent and Trademark Office (USPTO):

Trademark	Registration Number	Registration Date	Class / Goods
ODYSSEY	1,704,295	July 28, 1992	IC 028. Golf clubs, golf bags, golf club heads, golf club shafts, head covers for golf clubs, hand grips for golf clubs, and golf balls.
BIG BERTHA	1,720,466	September 29, 1992	IC 028. Golf clubs, golf bags, and head covers for golf clubs.
CALLAWAY GOLF	2,160,157	May 26, 1998	IC 025 - Shirts, sweaters, jackets, hats, caps and visors. IC 028 - Golf clubs, golf bags, and golf club head covers.
	2,161,569	June 2, 1998	IC 025. Shirts, sweaters, jackets, hats, caps, and visors. IC 028. Golf clubs, golf bags, and golf club head covers.
CALLAWAY	2,166,033	June 16, 1998	IC 028 - Golf clubs.
WHITE HOT	2,432,251	February 27, 2001	IC 028. Golf clubs; and golf club head covers
	2,545,128	March 5, 2002	IC 028. Golf Clubs, Golf Bags, Golf Club Headcovers.
 ODYSSEY	2,571,636	May 21, 2002	IC 028. Golf Clubs, Golf Bags, Golf Club Headcovers.
	2,622,352	September 17, 2002	IC 025. Clothing and headgear, namely, belts, blazers, blouses, bodysuits, camisoles, caps, coats, dickies, dresses, hats, hosiery, jackets, jump suits, knit shirts, outerwear, pants, pull-overs, scarves, shirts, shorts, skirts, skorts, slacks, socks, sportcoats, sweat pants, sweatshirts, sweaters, swimwear, t-shirts, tank tops, tights, tops, underwear, vests, visors, warm-ups, windshirts, and footwear. IC 028. Golf equipment.

BIG BERTHA	2,769,319	September 30, 2003	IC 028. Golf club, golf club head covers and golf bags.
	2,883,072	September 7, 2004	IC 025. Shirts, sweaters, jackets, wind resistant jackets, hats, caps, visors, pants, shorts, t-shirts, golf shoes and spikes.
	3,041,008	January 10, 2006	IC 025. Shirts, blouses, t-shirts, slacks, shorts, sweaters, sweats, jackets, wind-resistant jackets, wind-resistant pants, vests, skirts, dresses, gloves, tank tops, hats, caps, visors, belts, ties, hosiery and footwear.
	3,362,947	January 1, 2008	IC 025. Belts; Cap visors; Caps; Caps with visors; Footwear; Hats; Jackets; Pants; Pullovers; Shirts; Shorts; Slacks; Socks; Sweat pants; Sweat shirts; Sweaters; T-shirts; Tank tops; Tank-tops; Vests; Visors; Warm up suits; Wind resistant jackets; Wind shirts.
	3,677,707	September 1, 2009	IC 028 - Golf bags; Golf balls; Golf clubs; Head covers for golf clubs.
	4,854,419	November 17, 2015	IC 028. Golf clubs.
Apex	5,622,791	December 4, 2018	IC 028. Golf clubs.
STROKE LAB	5,703,597	March 19, 2019	IC 028. Golf clubs.
EPIC	5,715,856	April 2, 2019	IC 028. Golf bags; Golf clubs; Head covers for golf clubs.
CALLAWAY	5,925,496	December 3, 2019	IC 025. Belts; Caps being headwear; Footwear; Hats; Jackets; Pants; Shirts; Visors being headwear.
MAVRIK	6,183,154	October 27, 2020	IC 028. Golf bags, covers for golf clubs, golf bags, with or without wheels, golf club head covers, golf club heads, golf clubs, golf irons.

(*See* Rocco Decl. [DE 6-5] ¶¶ 4–5; *see also* USPTO Registration [DE 1-5].) The Calloway Golf Marks are used in connection with the manufacture and distribution of high-quality goods in the categories identified above. (*See* Rocco Decl. ¶¶ 4–5.)

Plaintiffs allege that Defendants, through Internet based e-commerce stores under the seller names identified on Schedule “A” hereto (the “E-commerce Store Names”), have advertised, promoted, offered for sale, or sold goods using what Plaintiffs have determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Taylor Made Golf Marks, Acushnet Marks, Karsten Marks, and Callaway Golf Marks (collectively, “Plaintiffs’ Marks”). (*See* Havens Decl. ¶¶ 13–15; Rogan Decl. ¶¶ 13–15; Hawken Decl. ¶¶ 13–15; Rocco Decl. ¶¶ 13–15; Gigante Decl. [DE 6-6] ¶ 2; Burns Decl. [DE 6-7] ¶ 4; Comp. Ex. 1 to the Burns Decl. [DE 6-8 through 6-11].)

Although each Defendant may not copy and infringe each of Plaintiffs’ Mark for each category of goods protected, Plaintiffs have submitted sufficient evidence showing that each Defendant has infringed, at least, one or more of Plaintiffs’ Marks. (*See* Havens Decl. ¶¶ 4–5, 13–15; Rogan Decl. ¶¶ 4–5, 13–15; Hawken Decl. ¶¶ 4–5, 13–15; Rocco Decl. ¶¶ 4–5, 13–15.) Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of Plaintiffs’ Marks. (*See id.* ¶¶ 11–15.)

Plaintiffs’ counsel retained Invisible Inc (“Invisible”), a licensed private investigative firm, to investigate the promotion and sale of counterfeit and infringing versions of Plaintiffs’ products by Defendants and to obtain the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit versions of Plaintiffs’ branded products. (*See* Havens Decl. ¶ 12; Rogan Decl. ¶ 12; Hawken Decl. ¶ 12; Rocco Decl. ¶ 12; Gigante Decl. ¶ 2; Burns Decl. ¶ 3.) Invisible accessed the Internet based e-commerce stores operating under each of Defendants’

E-commerce Store Names and placed orders from each Defendant for the purchase of various products, all bearing and/or sold using counterfeits of, at least, one of Plaintiffs' Marks, and requested each product to be shipped to an address 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 to finalize payment¹ for the products ordered from Defendants to their respective payment accounts, identified on Schedule "A."² (*See id.*) At the conclusion of the process, the detailed web page captures and images of the various products bearing and/or sold using Plaintiffs' Marks ordered via Defendants' E-commerce Store Names were sent to Plaintiffs' representative for inspection. (*See Havens Decl.* ¶ 13; *Rogan Decl.* ¶ 13; *Hawken Decl.* ¶ 13; *Rocco Decl.* ¶ 13; *Gigante Decl.* ¶ 2; *Burns Decl.* ¶ 4.) Plaintiffs' representative reviewed and visually inspected Plaintiffs' branded products ordered and purchased by Invisible and determined the products were unauthorized copies of Plaintiffs' genuine products. (*See Havens Decl.* ¶¶ 14–15; *Rogan Decl.* ¶¶ 14–15; *Hawken Decl.* ¶¶ 14–15; *Rocco Decl.* ¶¶ 14–15.)

II. LEGAL STANDARD

To obtain a temporary restraining order, a party must demonstrate "(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 the entry of the relief would serve the public interest." *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005). Additionally, Federal Rule of Civil Procedure 65 provides that:

The court may issue a temporary restraining order without written or oral notice to the adverse party or its attorney on if:

(A) specific facts in an affidavit or a verified complaint clearly show that immediate

and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and

(B) the movant's attorney certifies in writing any efforts made to give notice and the reasons why it should not be required.

Fed. R. Civ. P. 65(b)(1). *Ex parte* temporary restraining orders "should be restricted to serving their underlying purpose of preserving the status quo and preventing irreparable harm just so long as is necessary to hold a hearing, and no longer." *Granny Goose Foods, Inc. v. Bhd. of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cty.*, 415 U.S. 423, 439 (1974).

III. DISCUSSION

Based on the declarations submitted in support of Plaintiffs' Application, the Court concludes that Plaintiffs have a strong probability of proving at trial that consumers are likely to be confused by Defendants' advertisement, promotion, sale, offer for sale, or distribution of goods bearing and/or using counterfeits, reproductions, or colorable imitations of Plaintiffs' Marks, and that the products Defendants are selling and promoting for sale are copies of Plaintiffs' products that bear copies of Plaintiffs' Marks. The infringement of Plaintiffs' Marks will likely cause Plaintiffs to suffer immediate and irreparable injury if a temporary restraining order is not granted. The following specific facts, as set forth in Plaintiffs' Complaint, the Application, and accompanying declarations, demonstrate that immediate and irreparable loss, damage, and injury will result to Plaintiffs and to consumers before Defendants can be heard in opposition unless Plaintiffs' request for *ex parte* relief is granted:

1. Defendants own or control commercial Internet based e-commerce stores operating under their seller names which advertise, promote, offer for sale, and sell products bearing and/or using counterfeit and infringing trademarks in violation of Plaintiffs' rights;

2. There is good cause to believe that more counterfeit and infringing products bearing and/or using counterfeits and infringements of Plaintiffs' trademarks will appear in the marketplace; that consumers are likely to be misled, confused, or disappointed by the quality of these products; and that Plaintiffs may suffer loss of sales for its genuine products and an unnatural erosion of the legitimate marketplace in which they operate; and
3. There is good cause to believe that if Plaintiffs put Defendants on notice of this Application for Temporary Restraining Order, Defendants can easily and quickly change the ownership or modify e-commerce store data and content, change payment accounts, redirect consumer traffic to other seller identification names, and transfer assets and ownership of the E-commerce Store Names, thereby thwarting Plaintiffs' ability to obtain meaningful relief.

The potential harm to Defendants in restraining their trade in counterfeit and infringing branded goods if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiffs, their reputation, and their goodwill as a manufacturer and distributor of quality products, if such relief is not issued. The public interest favors issuance of the temporary restraining order to protect Plaintiffs' trademark interests and protect the public from being defrauded by the palming off of counterfeit and infringing goods as Plaintiffs' genuine goods. Further, under 15 U.S.C. § 1117(a), Plaintiffs may be entitled to recover, as an equitable remedy, the illegal profits gained through Defendants' distribution and sales of goods using counterfeits and infringements of Plaintiffs' Marks. *See Levi Strauss & Co. v. Sunrise Int'l Trading Inc.*, 51 F.3d 982, 987 (11th Cir. 1995); *Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992). In light of the inherently deceptive nature of the counterfeiting business, and the likelihood that Defendants have violated federal trademark laws, Plaintiffs have good reason to believe Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless

those assets are restrained.

Accordingly, it is hereby,

ORDERED that pursuant to 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and the Court's inherent authority, Plaintiffs' Application for Temporary Restraining Order [DE 6] is **GRANTED**. A temporary restraining order is entered as follows:

TEMPORARY RESTRAINING ORDER

(1) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order are hereby temporarily restrained as follows:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing and/or using Plaintiffs' Marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by Plaintiff; and
- b. From secreting, concealing, destroying, selling off, transferring, or otherwise disposing of: (i) any products, not manufactured or distributed by Plaintiff, bearing and/or using Plaintiffs' Marks, or any confusingly similar trademarks; (ii) any evidence relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any products bearing and/or using Plaintiffs' Marks, or any confusingly similar trademarks; or (iii) any assets or other financial accounts subject to this Order, including inventory assets, in the actual or constructive possession of, or owned, controlled, or held by, or subject to access by, any Defendant, including, but not limited to, any assets held by or on behalf of any Defendant.

- (2) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue the use of Plaintiffs' Marks or any confusingly similar trademarks, on or in connection with all e-commerce stores owned and operated, or controlled by them, including the Internet based e-commerce stores operating under the E-commerce Store Names;
- (3) Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue the use of Plaintiffs' Marks, or any confusingly similar trademarks within domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and any other form of use of such terms that are visible to a computer user or serves to direct computer searches to e-commerce stores registered, owned, or operated by any Defendant, including the e-commerce stores operating under the E-commerce Store Names;
- (4) Each Defendant shall preserve copies of all computer files relating to the use of any of the E-commerce Store Names and shall take all steps necessary to retrieve computer files relating to the use of the E-commerce Store Names that may have been deleted before the entry of this Order;
- (5) Upon Plaintiff's request, the privacy protection service for any of the E-commerce Store Names for which the registrant uses such privacy protection service to conceal the registrant's identity and contact information is ordered to disclose to Plaintiff the true identities and contact information for those registrants;

- (6) Upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, Inc. (“PayPal”) and Stripe, Inc. (“Stripe”), and their related companies and affiliates shall immediately (i) identify all financial accounts and/or sub-accounts, associated with the Internet e-commerce stores operating under the E-commerce Store Names, payment accounts, payees, merchant identification numbers, and/or the e-mail addresses identified on Schedule “A” hereto, as well as any other related accounts of the same customer(s); (ii) identify all other accounts which transfer funds into the same financial institution account(s) or any of the other financial accounts subject to this Order; (iii) restrain the transfer of all funds, as opposed to ongoing account activity, held or received for their benefit or to be transferred into their respective financial accounts, and any other financial accounts tied thereto; and (iv) divert those restrained funds to a holding account for the trust of the Court;
- (7) Upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, Stripe, and their related companies and affiliates, shall further, within five business days of receiving notice of this Order, provide Plaintiff’s counsel with all data that details (i) an accounting of the total funds restrained and identify the financial account(s) and sub-account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) and sub-account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners or the financial institutions until after those accounts are

restrained. No funds restrained by this Order shall be transferred or surrendered by any financial institution, payment processor, bank, escrow service, money transmitter, or marketplace website, including but not limited to, PayPal, and Stripe, and their related companies and affiliates for any purpose (other than pursuant to a purchase refund chargeback made by a consumer) without the express authorization of this Court;

- (8) Any Defendant or financial institution account holder subject to this Order may petition the Court to modify the asset restraint set out in this Order;
- (9) This Order shall apply to the E-commerce Store Names, associated e-commerce stores, and any other seller identification names, e-commerce stores, or financial accounts which are being used by Defendants for the purpose of counterfeiting Plaintiffs' Marks and/or unfairly competing with the Plaintiffs;
- (10) As a matter of law, this Order shall no longer apply to any Defendant or associated e-commerce store dismissed from this action or as to which Plaintiffs have withdrawn its request for a temporary restraining order;
- (11) This Order shall remain in effect until the date for the hearing on the Motion for Preliminary Injunction set forth below, or until such further dates as set by the Court or stipulated to by the parties;

BOND TO BE POSTED

- (12) Pursuant to 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), by **May 6, 2024**, Plaintiffs shall post a bond in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), as payment of damages to which Defendants may be entitled for a wrongful injunction or restraint, during the pendency of this action, or until further Order

of the Court. In the Court's discretion, the bond may be subject to increase should an application be made in the interest of justice;

PRELIMINARY INJUNCTION

(13) A **telephonic hearing** is set before this Court in the United States Courthouse located at 299 East Broward Boulevard, Fort Lauderdale, Florida 33301, Courtroom 207A, on **May 14, 2024, at 11:20 A.M.**, at which time Defendants and/or any other affected persons may challenge the appropriateness of this Order and move to dissolve the same and at which time the Court will hear argument on Plaintiffs' requested preliminary injunction. Counsel and/or parties shall call the toll-free number 1-877-873-8018 from a landline phone five (5) minutes prior to the start of the hearing and enter the Access Code Number 9406706 followed by the pound (#) symbol;

(14) After Plaintiffs' counsel has received confirmation from the financial institution regarding the funds restrained as directed herein, Plaintiffs shall serve copies of the Complaint, Application, and this Order, on each Defendant by e-mail and/or online contact form or other means of electronic contact provided on the Internet based e-commerce store operating under the E-commerce Store Name, or by providing a copy of this Order by e-mail to the registrar of record for the E-commerce Store Name so that they, in turn, notify each Defendant of the Order, or by other means reasonably calculated to give notice which is permitted by the Court. In addition, Plaintiffs shall post copies of the Complaint, the Application, this Order, as well as all other documents filed in this action on the website located at <https://servingnotice.com/Fa8o30/index.html>, and shall provide the address to the website to Defendants via e-mail/online contact form, and such notice so given shall be deemed good and sufficient service thereof. Plaintiffs shall continue to provide notice of

these proceedings and copies of the documents on file in this matter to each Defendant by regularly updating the website located at <https://servingnotice.com/Fa8o30/index.html>, or by other means reasonably calculated to give notice which is permitted by the Court;

(15) Additionally, for the purpose of providing additional notice of this proceeding, and all other pleadings, orders, and documents filed herein, the owners, operators and/or administrators of the e-commerce store and/or financial institutions, payment processors, banks, escrow services, money transmitters, and marketplace platforms, including but not limited to PayPal, and their related companies and affiliates shall, at Plaintiffs' request, provide Plaintiffs' counsel with any e-mail address known to be associated with the Defendants' E-commerce Store Name;

(16) Any response or opposition to Plaintiffs' Motion for Preliminary Injunction must be filed and served on Plaintiffs' counsel by **May 7, 2024**. Plaintiffs shall file any Reply Memorandum on or before **May 9, 2024**. The above dates may be revised upon stipulation by all parties and approval of this Court. Defendants are hereby on notice that failure to appear at the hearing may result in the imposition of a preliminary injunction against them pursuant to 15 U.S.C. § 1116(d), Fed. R. Civ. P. 65, The All Writs Act, 28 U.S.C. § 1651(a), and this Court's inherent authority; and

(17) Plaintiffs shall move to unseal all docket entries within five (5) days of issuance of any preliminary injunction.

DONE AND ORDERED in Fort Lauderdale, Florida, this 30th day of April, 2024.


RODNEY SMITH
UNITED STATES DISTRICT JUDGE

SCHEDULE "A"
DEFENDANTS BY E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, AND E-MAIL ADDRESSES

Def. No.	Defendant / E-commerce Store Name	Account Information Payee	Account Information Merchant ID	Account Information Payment Account	E-mail Address
1	clearanmall.shop	Clara Kennedy		clara.kennedyuart@sellri.com	info@shophelpcenter.com
		Rex_Stone563@outlook.com			info@mallhelpcenter.com
1	camelliamall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	dbaymall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	excelmall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	goshoppingmall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	hiremall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	lidldeemall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	lushaigemall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	macpemall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	promotionsmall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	speciamall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
		Jean Lucia @JeanLucia686			
1	theshymall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	ygkcomall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
		Haley Rusk		haley_rusk563@outlook.com	info@mallhelpcenter.com
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