

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 21-CV-61332-RAR

CHANEL, INC.,

Plaintiff,

v.

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

Defendants.





SEALED ORDER GRANTING PLAINTIFF’S *EX PARTE* APPLICATION
FOR ENTRY OF TEMPORARY RESTRAINING ORDER AND SETTING
A HEARING ON MOTION FOR PRELIMINARY INJUNCTION





THIS CAUSE comes before the Court on Plaintiff Chanel, Inc.’s *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets [ECF No. 6] (“Application for Temporary Restraining Order”) against various Defendants under 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, and 28 U.S.C. § 1651(a), for alleged violations of the Lanham Act, 15 U.S.C. §§ 1114, 1125(a), and 1125(d). As explained below, Plaintiff has satisfied the requirements for the issuance of a temporary restraining order.

BACKGROUND¹

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

¹ The factual background is taken from Plaintiff’s Complaint [ECF No. 1], Plaintiff’s Application for Temporary Restraining Order [ECF No. 6], and supporting evidentiary submissions. Plaintiff has also filed declarations and exhibits in support of its Application for Temporary Restraining Order [ECF Nos. 6-1 through 6-17].

Trademark	Registration Number	Registration Date	Classes/Goods
CHANEL	0,626,035	May 1, 1956	IC 018 - Women's Handbags
CHANEL	0,902,190	November 10, 1970	IC 014 - Bracelets, Pins, and Earrings
CHANEL	1,177,400	November 10, 1981	IC 025 - Hats, Shawls and Belts
	1,241,264	June 7, 1983	IC 025 - Suits, Jackets, Skirts, Dresses, Pants, Blouses, Tunics, Sweaters, Cardigans, Tee-Shirts, Coats, Raincoats, Scarves, Shoes and Boots
CHANEL	1,241,265	June 7, 1983	IC 025 - Suits, Jackets, Skirts, Dresses, Pants, Blouses, Tunics, Sweaters, Cardigans, Coats, Raincoats, Scarves, Shoes and Boots
	1,314,511	January 15, 1985	IC 018 - Leather Goods-Namely, Handbags
CHANEL	1,347,677	July 9, 1985	IC 018 - Leather Goods-Namely, Handbags
	1,501,898	August 30, 1988	IC 006 - Keychains IC 014 - Costume Jewelry IC 025 - Blouses, Shoes, Belts, Scarves, Jackets, Men's Ties IC 026 - Brooches and Buttons for Clothing
CHANEL	1,733,051	November 17, 1992	IC 018 - Leather Goods; namely, Handbags, Wallets, Travel Bags, Luggage, Business and Credit Card Cases, Change Purses, Tote Bags, Cosmetic Bags Sold Empty, and Garment Bags for Travel
	1,734,822	November 24, 1992	IC 018 - Leather Goods; namely, Handbags, Wallets, Travel Bags, Luggage, Business Card Cases, Change Purses, Tote Bags, and Cosmetic Bags Sold Empty
J12	2,559,772	April 9, 2002	IC 014 - Timepieces; namely, Watches, and Parts Thereof
RUE CAMBON	2,964,843	July 5, 2005	IC 018 - Handbags

	3,025,936	December 13, 2005	IC 009 - Eyeglass Frames, Sunglasses IC 025 - Gloves, Swimwear IC 026 - Hair Accessories, namely, Barrettes
CHANEL	3,133,139	August 22, 2006	IC 014 - Jewelry and Watches
CHANEL	3,134,695	August 29, 2006	IC 009 - Eyeglass Frames, Sunglasses, Sunglass Parts, Cases For Spectacles and Sunglasses IC 025 - Swimwear, Stockings IC 026 - Hair Accessories, Namely, Barrettes IC 028 - Bags Specially Adopted For Sports Equipment, Tennis Rackets, Tennis Balls, Tennis Racket Covers
CHANEL	3,890,159	December 14, 2010	IC 009 - Cases for Telephones IC 018 - Key Cases
	4,074,269	December 20, 2011	IC 009 - Protective Covers for Portable Electronic Devices, Handheld Digital Devices, Personal Computers and Cell Phones IC 018 - Key Cases
	4,241,822	November 13, 2012	IC 025 - For Clothing, namely, Coats, Jackets, Dresses, Tops, Blouses, Sweaters, Cardigans, Skirts, Vests, Pants, Jeans, Belts, Swim Wear, Pareos, Hats, Scarves, Ties, Gloves, Footwear, Hosiery
CHANEL	5,100,448	December 13, 2016	IC 020 - Pillows
CHANEL	5,166,441	March 21, 2017	IC 024 - Travelling blankets
	5,280,486	September 5, 2017	IC 020 - Pillows

See Declaration of Javier Diaz [ECF No. 6-1] ¶¶ 4-5. The Chanel Marks are used in connection with the manufacture and distribution of high quality goods in the categories identified above. *See id.* at ¶¶ 4-5.

Defendants, by operating Internet based e-commerce stores or interactive photo albums via Internet marketplace platforms and/or social media or image hosting websites under their

seller identification names and/or commercial Internet websites under their domain names identified on Schedule “A”² (“Seller IDs and Subject Domain Names”), have advertised, promoted, offered for sale, or sold goods bearing and/or using what Plaintiff has determined to be counterfeits, infringements, reproductions, or colorable imitations of the Chanel Marks. *See* Diaz Decl. ¶¶ 9-14; Declaration of Stephen M. Gaffigan [ECF No. 6-2] ¶¶ 2-3; Declaration of Eric Rosaler [ECF No. 6-4] ¶¶ 4-5; Rosaler Decl. Comp. Ex. 1 [ECF Nos. 6-5 through 6-14]; Declaration of Kathleen Burns [ECF No. 6-15] ¶¶ 4-5; Burns Decl. Comp. Ex. 1 [ECF Nos. 6-16 through 6-17].

Although each Defendant may not copy and infringe each Chanel Mark for each category of goods protected, Plaintiff has submitted sufficient evidence showing that each Defendant has infringed, at least, one or more of the Chanel Marks. *See* Diaz Decl. ¶¶ 11-14; Rosaler Decl. Comp. Ex. 1; Burns Decl. Comp. Ex. 1. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the Chanel Marks. *See* Diaz Decl. ¶¶ 9, 13-14.

Plaintiff’s counsel retained AED Investigations, Inc. (“AED”), and Invisible Inc (“Invisible”), both licensed private investigative firms (collectively the “Investigative Firms”), to investigate the promotion and sale of counterfeit and infringing versions of Plaintiff’s branded products by Defendants and to determine the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit versions of Plaintiff’s branded merchandise through the Seller IDs and Subject Domain Names. *See* Diaz Decl. ¶ 10; Gaffigan Decl. ¶ 2; Rosaler Decl. ¶ 3; Burns Decl. ¶ 3. The Investigative Firms accessed all the e-commerce stores, photo

² For ease of reference, to identify individual Defendants, the Court uses the assigned Defendant Numbers appearing in the left most column of the table contained in Schedule “A.”

albums, and websites operating under Defendants' Seller IDs³ and Subject Domain Names, placed orders from each Defendant for the purchase of various products, all bearing and/or using counterfeits of, at least, one of the Chanel Marks⁴ at issue in this action, and requested each product be shipped to the Southern District of Florida. *See Rosaler Decl.* ¶ 4 and *Comp. Ex. 1* thereto; *Burns Decl.* ¶ 4 and *Comp. Ex. 1* thereto.

Each order was processed entirely online and following submission of the orders, the Investigative Firms received information for finalizing payment⁵ for the products ordered via Defendants' respective payment accounts⁶ and/or payee,⁷ which are identified on Schedule "A"

³ Defendants 1-23 and 25 operating their Seller IDs through the non-party social media or image hosting websites, Instagram.com, Yupoo.com, and Szwengo.com, use their Seller IDs in tandem with electronic communication via private messaging applications and/or services such as WhatsApp, Wechat, and Instagram.com in order to complete their offer and sale of counterfeit and infringing versions of Plaintiff's branded products. *See Rosaler Decl.* ¶ 4, n.1.

Certain Defendants use multiple e-commerce stores, photo albums, and/or commercial websites in concert to facilitate their counterfeiting activities and/or to ultimately complete their offer and sale of Plaintiff's branded products. *See Rosaler Decl.* ¶¶ 4-5, nn.5, 7; *Burns Decl.* ¶ 4, n.1.

⁴ Several Defendants blurred-out and/or physically altered images of the Chanel Marks on the products being offered for sale via their respective Seller IDs. *See Rosaler Decl.* ¶ 4, n.2; *Burns Decl.* ¶ 4, n.2. Upon receipt of the products purchased from certain Defendants, the Investigative Firms visually inspected the products and verified each product bore one or more of the Chanel Marks in their entirety. *See id.* The remaining Defendants either provided URL addresses directly on their respective infringing product webpages where images of the full products bearing the Chanel Marks are located, or provided via e-mail and/or direct messaging, additional images of the products bearing one or more of the Chanel Marks in their entirety. *See Rosaler Decl.* at n.2.

⁵ The Investigative Firms were instructed not to transmit the funds to finalize the sale for the orders from most of the Defendants so as to avoid adding money to Defendants' coffers. *See Gaffigan Decl.* ¶ 2, n.2; *Rosaler Decl.* ¶ 4, n.3; *Burns Decl.* ¶ 4, n.3.

⁶ Defendants 1-23 and 25 operate via the non-party social media and/or image hosting websites, Instagram.com, Yupoo.com, and Szwengo.com, and Defendants 26-49 operate via commercial websites; these Defendants use money transfer and retention services with PayPal as a method to receive monies generated through the sale of counterfeit products. *See Gaffigan Decl.* ¶ 8, n.6; *Rosaler Decl.* ¶ 4, n.4; *Burns Decl.* ¶ 4, n.4.

Defendants 90, 275, 303, and 310, who operate via Wish.com or DHgate.com, also use money transfer and retention services with PayPal as an additional payment method to receive monies generated through the sale of counterfeit products. *See Gaffigan Decl.* ¶ 8; *Rosaler Decl.* at n.4.

Invisible obtained multiple PayPal accounts for some of the Defendants, and following the submission of

hereto.⁸ *See* Rosaler Decl. ¶ 4; Burns Decl. ¶ 4. At the conclusion of the process, the detailed web page captures and images of Plaintiff's branded products offered for sale and ordered via Defendants' Seller IDs and Subject Domain Names, together with photographs of products received, were sent to Plaintiff's representative for inspection. *See* Rosaler Decl. ¶¶ 4-5, n.2; Burns Decl. ¶¶ 4-5, n.2; Gaffigan Decl. ¶ 2, n.1; Diaz Decl. ¶¶ 11-13, n.1. Plaintiff's representative reviewed and visually inspected the detailed web page captures and photographs reflecting Plaintiff's branded products identified and captured by the Investigative Firms and determined the products were non-genuine, unauthorized versions of Plaintiff's products. *See* Diaz Decl. ¶¶ 12-14.

certain orders from Defendants, Invisible received the identical PayPal payee information for finalizing payment. *See* Burns Decl. at nn.4-5.

⁷ Defendant 24 operates via the non-party Internet marketplace platform, AliExpress.com, and has its payments processed on its behalf using Alipay. Defendants 22-24 have their payments processed on their behalf using PayPal, identifying the payee "Alipay Singapore E-Commerce Private Limited," which is the aggregate PayPal account for purchases made via PayPal on AliExpress.com. *See* Rosaler Decl. ¶ 4, n.5; Gaffigan Decl. ¶ 9.

Defendants 50-57 operate via the non-party e-commerce marketplace platform, Amazon.com. Amazon.com is an e-commerce marketplace that allows Defendants to conduct their commercial transactions privately via Amazon's payment processing and retention service, Amazon Payments, Inc. *See* Burns Decl. ¶ 4, n.6; Gaffigan Decl. ¶ 10.

Defendants 58-247 operate via the non-party marketplace platform, Wish.com, which is operated by ContextLogic. The payee for the orders placed on Wish.com identifies "PAYPAL *Wish," which is the aggregate PayPal account for purchases made via Wish.com. *See* Gaffigan Decl. ¶ 11; Rosaler Decl. ¶ 4, n.5.

Defendants 248-349 operate via the non-party marketplace platform, DHgate.com, and have their payments processed on their behalf via DHgate.com's third-party payment platform, DHpay.com. The DHgate.com and DHpay.com platforms are operated by the Dunhuang Group, who utilizes Camel FinTech Inc to process transactions on behalf of DHgate.com to its customers. *See* Gaffigan Decl. ¶ 12; Rosaler Decl. at n.5.

⁸ The e-mail addresses and other means of electronic contact provided by Defendants in connection with their respective Seller IDs and Subject Domain Names, including any e-mail addresses used to communicate with Plaintiff's investigators, are included in Schedule "A" annexed hereto. *See* Gaffigan Decl. ¶ 3, n.5; Rosaler Decl. ¶ 4, n.6; Burns Decl. ¶ 4, n.7.

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); *see also Levi Strauss & Co. v. Sunrise Int’l. Trading Inc.*, 51 F.3d 982, 985 (11th Cir. 1995) (applying the test to a preliminary injunction in a Lanham Act case). Additionally, a court may only issue a temporary restraining order without notice to the adverse party or its attorney 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).

ANALYSIS

The declarations Plaintiff submitted in support of its Application for Temporary Restraining Order support the following conclusions of law:

A. Plaintiff has a strong probability of proving at trial that consumers are likely to be confused by Defendants’ advertisement, promotion, sale, offer for sale, and/or distribution of goods bearing and/or using counterfeits, reproductions, or colorable imitations of the Chanel

Marks, and that the products Defendants are selling and promoting for sale are copies of Plaintiff's products that bear copies of the Chanel Marks.

B. Because of the infringement of the Chanel Marks, Plaintiff is likely to suffer immediate and irreparable injury if a temporary restraining order is not granted. It appears from the following specific facts, as set forth in Plaintiff's Complaint, Application for Temporary Restraining Order, and accompanying declarations on file, that immediate and irreparable loss, damage, and injury will result to Plaintiff and to consumers before Defendants can be heard in opposition unless Plaintiff's request for *ex parte* relief is granted:

1. Defendants own or control e-commerce stores, interactive photo albums, and commercial Internet websites operating under their Seller IDs and Subject Domain Names which advertise, promote, offer for sale, and sell products bearing and/or using counterfeit and infringing trademarks in violation of Plaintiff's rights;

2. There is good cause to believe that more counterfeit and infringing products bearing and/or using Plaintiff's trademarks will appear in the marketplace; that consumers are likely to be misled, confused, and/or disappointed by the quality of these products; and that Plaintiff may suffer loss of sales for its genuine products; and

3. There is good cause to believe that if Plaintiff proceeds on notice to Defendants of this Application for Temporary Restraining Order, Defendants can easily and quickly change the ownership or modify domain registration, e-commerce store, photo album, and private messaging account data and content, change payment accounts, redirect consumer traffic to other seller identification names, private messaging accounts, and domain names, and transfer assets and ownership of the Seller IDs and Subject Domain Names, thereby thwarting Plaintiff's ability to obtain meaningful relief.

C. The balance of 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 Plaintiff, its reputation, and its goodwill as a manufacturer and distributor of quality products, if such relief is not issued.

D. The public interest favors issuance of the temporary restraining order to protect Plaintiff's trademark interests and protect the public from being defrauded by the palming off of counterfeit goods as Plaintiff's genuine goods.

E. Under 15 U.S.C. § 1117(a), Plaintiff may be entitled to recover, as an equitable remedy, the illegal profits gained through Defendants' distribution and sales of goods bearing and/or using counterfeits and infringements of the Chanel Marks. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) (quoting *Fuller Brush Products Co. v. Fuller Brush Co.*, 299 F.2d 772, 777 (7th Cir. 1962) ("An accounting of profits under § 1117(a) is not synonymous with an award of monetary damages: '[a]n accounting for profits . . . is an equitable remedy subject to the principles of equity.'")).

F. Requesting equitable relief "invokes the district court's inherent equitable powers to order preliminary relief, including an asset freeze, in order to assure the availability of permanent relief." *Levi Strauss & Co.*, 51 F.3d at 987 (citing *FTC v. United States Oil and Gas Corp.*, 748 F.2d 1431, 1433-34 (11th Cir. 1984)).

G. In light of the inherently deceptive nature of the counterfeiting business, and the likelihood that Defendants have violated federal trademark laws, Plaintiff has good reason to believe Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless those assets are restrained.

CONCLUSION

For the foregoing reasons, it is hereby

ORDERED AND ADJUDGED that Plaintiff's Application for Temporary Restraining Order [ECF No. 6] is **GRANTED**. A temporary restraining order is entered as follows:

(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:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing and/or using the Chanel 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 the Chanel 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 the Chanel 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 the Chanel Marks or any confusingly similar trademarks, on or in connection with all Internet based e-commerce stores, interactive photo albums, and Internet websites owned and operated, or controlled by them, including the Internet based e-commerce stores, interactive photo albums, and Internet websites operating under the Seller IDs and Subject Domain 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 the Chanel 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 Internet based e-commerce stores, interactive photo albums, and Internet websites registered, owned, or operated by each Defendant, including the Internet based e-commerce stores, interactive photo albums, and Internet websites operating under the Seller IDs and Subject Domain Names.

(4) Each Defendant shall not transfer ownership of the Internet based e-commerce stores, interactive photo albums, and Internet websites operating under their Seller IDs and Subject Domain Names during the pendency of this action, or until further order of the Court.

(5) Each Defendant shall preserve copies of all computer files relating to the use of any of the Internet based e-commerce stores, interactive photo albums, and Internet websites operating under their Seller IDs and Subject Domain Names and shall take all steps necessary to retrieve computer files relating to the use of the Internet based e-commerce stores, interactive

photo albums, and Internet websites operating under their Seller IDs and Subject Domain Names that may have been deleted before the entry of this Order.

(6) Upon Plaintiff's request, the privacy protection service for the Subject Domain 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 that registrant.

(7) The domain name registrars for the Subject Domain Names shall immediately assist in changing the registrar of record for the Subject Domain Names to a holding account with a registrar of Plaintiff's choosing (the "New Registrar"), excepting any such domain names which such registrars have been notified in writing by Plaintiff have been or will be dismissed from this action, or as to which Plaintiff has withdrawn its request to immediately transfer such domain names. To the extent the registrars do not assist in changing the registrars of record for the domains under their respective control within one business day of receipt of this Order, the top-level domain (TLD) registries for the Subject Domain Names or their administrators, including backend registry operators or administrators, within five business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the Subject Domain Names to a holding account with the New Registrar, excepting any such domain names which such registries have been notified in writing by Plaintiff have been or will be dismissed from this action or as to which Plaintiff has withdrawn its request to immediately transfer such domain names. Upon the change of the registrar of record for the Subject Domain Names, the New Registrar will maintain access to the Subject Domain Names in trust for the Court during the pendency of this action. Additionally, the New Registrar shall immediately institute a temporary 302 domain name redirection which will automatically redirect any visitor to the Subject Domain

Names to the following Uniform Resource Locator (“URL”) <http://servingnotice.com/cp05e/index.html>, whereon copies of the Complaint, this Order, and all other documents on file in this action shall be displayed. Alternatively, the New Registrar may update the Domain Name System (“DNS”) data it maintains for the Subject Domain Names, which link the domain names to the IP addresses where their associated websites are hosted, to NS1.MEDIATEMPLE.NET and NS2.MEDIATEMPLE.NET, which will cause the domain names to resolve to the website where copies of the Complaint, this Order, and all other documents on file in this action shall be displayed. After the New Registrar has effected this change, the Subject Domain Names shall be placed on lock status by the New Registrar, preventing the modification or deletion of the domains by the New Registrar or Defendants.

(8) Upon Plaintiff’s request, any Internet marketplace website operators and/or administrators who are provided with notice of this Order, including but not limited to Amazon.com, Inc., shall immediately cease fulfillment of and sequester Defendants’ inventory assets corresponding to the ASINs identified on Schedule “A” hereto presently in its inventory, possession, custody, or control, and impound such goods in trust for the Court during the pendency of this action.

(9) 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”), Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform (“AliExpress”), Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. (“Ant Financial Services”), AliPay (China) Internet Technology Co. Ltd., Alipay.com Co., Ltd., and Alipay Singapore E-Commerce Private Limited (collectively, “Alipay”), Amazon Payments, Inc. (“Amazon”), ContextLogic, Inc., which operates the

Wish.com website (“ContextLogic”), Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, and their related companies and affiliates shall (i) immediately identify all financial accounts and/or sub-accounts, associated with the Internet based e-commerce stores, photo albums, and Internet websites operating under the Seller IDs and Subject Domain Names, the PayPal payees, store numbers, merchant identification numbers, infringing product numbers, and/or the e-mail addresses identified on Schedule “A” hereto, as well as any other 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) immediately divert those restrained funds to a holding account for the trust of the Court.

(10) 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, AliExpress, Ant Financial Services, Alipay, Amazon, ContextLogic, Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, 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, AliExpress, Ant Financial Services, Alipay, Amazon, ContextLogic, Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, and their related companies and affiliates for any purpose (other than pursuant to a chargeback made pursuant to their security interest in the funds) without the express authorization of this Court.

(11) 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.

(12) This Order shall apply to the Seller IDs and Subject Domain Names, associated e-commerce stores, photo albums, and websites, and any other seller identification names, e-commerce stores, photo albums, private messaging accounts, domain names and websites, or financial accounts which are being used by Defendants for the purpose of counterfeiting the Chanel Marks at issue in this action and/or unfairly competing with Plaintiff.

(13) As a matter of law, this Order shall no longer apply to any Defendant or associated e-commerce store, photo album, or domain name dismissed from this action or as to which Plaintiff has withdrawn its request for a temporary restraining order.

(14) 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.

(15) Under 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), Plaintiff shall post a bond in the amount of \$10,000.00 by _____, **2021**, 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.

(16) A telephonic hearing is set before this Court on _____, 2021, at _____.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 Plaintiff's requested preliminary injunction. **The parties are instructed to call 1-877-402-9753 by no later than _____.M. on _____, 2021. The access code is 9372453 and the password is 0918. The Court requires that the Parties appear via a landline (i.e. not a cellular phone or a speaker phone), if possible, for clarity.**

(17) After Plaintiff's counsel has received confirmation from the financial institutions regarding the funds restrained as directed herein, Plaintiff shall serve a copy of the Complaint, the Application for Temporary Restraining Order, and this Order, on each Defendant via their corresponding e-mail/online contact form or other means of electronic contact provided on the Internet based e-commerce stores, photo albums, and websites operating under the respective Seller IDs and Subject Domain Names, or by providing a copy of this Order by e-mail to the marketplace platform, social media website, image hosting website, or the registrar of record for each of the Seller IDs and Subject Domain Names so that the marketplace platform, social media website, image hosting website, and registrar, in turn, notifies each Defendant of the Order, or by other means reasonably calculated to give notice which is permitted by the Court. In addition, Plaintiff shall post copies of the Complaint, Application for Temporary Restraining Order, and this Order, as well as all other documents filed in this action on the website located at <http://servingnotice.com/cp05e/index.html>, and shall provide the address to the Defendants via e-mail/online contact form, and such notice so given shall be deemed good and sufficient service

thereof. Plaintiff shall continue to provide notice of these proceedings and copies of the documents on file in this matter to Defendants by regularly updating the website located at <http://servingnotice.com/cp05e/index.html>, or by other means reasonably calculated to give notice which is permitted by the Court.

(18) 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 Internet marketplace platform, social media and image hosting websites, messaging services, and/or financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, AliExpress, Alipay, Amazon.com, Inc., ContextLogic, Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, Instagram.com, Yupoo.com, Facebook.com, Szwego.com, and their related companies and affiliates shall, at Plaintiff's request, provide Plaintiff's counsel with any e-mail address known to be associated with Defendants' respective Seller IDs and Subject Domain Names.

(19) Any response or opposition to Plaintiff's Motion for Preliminary Injunction must be filed and served on Plaintiff's counsel forty-eight (48) hours prior to the hearing. Plaintiff shall file any Reply Memorandum twenty-four (24) hours prior to the hearing. 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.

(20) The Court will consider Plaintiff's request for a preliminary injunction after notice has been provided to Defendants. *See* Fed. R. Civ. P. 65(a)(1) ("The court may issue a preliminary injunction only on notice to the adverse party.").

(21) Under Federal Rule of Civil Procedure 65(b)(2), this Temporary Restraining Order expires at .M. on , **2021**, unless extended for good cause.

DONE AND ORDERED in Fort Lauderdale, Florida, this ____ day of _____, 2021.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

SCHEDULE “A”
DEFENDANTS BY NUMBER, SELLER ID, SUBJECT DOMAIN NAME, RESPECTIVE
FINANCIAL INFORMATION, AND ADDITIONAL MEANS OF CONTACT

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ⁹	Social Media URL
1	analuxuryfashion	bertonlea@hotmail.com			WhatsApp: +8617603061115	
2	bolsos_l.v_chanel	anabediva50@outock.pt			DM WhatsApp: +34 642 06 07 16	
3	chanel.dio.lv.gucci	hermesezzhermes@gmail.com			DM Wechat: 6240012	
4	chenhuaying8	2335817488@qq.com			DM WhatsApp: +86 157 7979 1355	
5	cuiyeye2	5175299@qq.com			WhatsApp: +8613178238800	
6	eva.brand.goods	evayu891201@gmail.com			WhatsApp: +0086-18149704790	
7	furshoes_wholesale	1193752402@qq.com			WhatsApp: +8619142092599	
8	hushbegs	apanhwar3@gmail.com			DM	
9	kelly_shoes1	287821339@qq.com			DM	
10	lina9869832	986983287@qq.com			DM WhatsApp: +8617689451819	
10	yisa09889	986983287@qq.com			WhatsApp: +8613615998061	
11	love_brand_collection	2493486587@qq.com			DM	
12	luxury.storeglobal	lareinaguo77@gmail.com			DM	
13	luxuryshoesbags86	2583151893@qq.com			DM WhatsApp: 8617665237415	
14	meizi_2013168_g	1649366167@qq.com			WhatsApp: +8615813635980	
15	merrykick	ericsheng20@outlook.com			WhatsApp: +8618858408171	
16	moengyunxun	fashionchen1005@outlook.com			WhatsApp: +8618100591850	
16	yifeichong36241	fashionchen1005@outlook.com			WhatsApp: +8615080190129	
17	nancyhenrybbbag2020	13621488409@163.com			DM WhatsApp: +86 136 2148 8409	
18	worlds_brand_store76	mrsilent0tear@gmail.com			WhatsApp: +92 305 6748554	
19	yaojiany	cuiyuhui1@126.com			WhatsApp: +8613386924492	
20	yiyanbags	1814574538@qq.com			DM WhatsApp: +8613760843667	
21	yofashionvip	1161646254@qq.com			DM	
22	brenda84819 aka Shop900250100 Store	Store No. 900250100 AE- Alipay@service.alibaba.com			WhatsApp: 008613530531210	
23	hankyang0117 aka Shop911259040 Store	Store No. 911259040 AE- Alipay@service.alibaba.com				
24	2589 Store	Store No. 911603835 AE- Alipay@service.alibaba.com				

⁹ Defendants’ private messaging accounts via WhatsApp and Instagram.com are denoted in this chart as telephone numbers and direct messaging (“DM”), respectively. *See* Rosaler Decl. at n.8.

25	A-kuei	965553355@qq.com			WhatsApp: +86 159 9975 7613	
26	521bags.com	ligezhang0@gmail.com			WhatsApp: +1 2095651228 service@521bags.com support@tiktokhotpop.com	
27	areaglam.com	falcostore10@gmail.com			info@areaglam.com	
28	blessedbedding.com	ntuan8438@gmail.com			support@blessedbedding.com	
29	bolsoslvchanel.com	jhostyndiaz25@gmail.com				
30	depurses.ru aka purse inspiration	keanyongtan91@gmail.com			WhatsApp: 60165425482 WhatsApp: 8618666021721 desacpurse@gmail.com	
31	dtebags.com	pp869788680@jackwzm.cn			WhatsApp: +1 561-292-9603 service@dtebags.com	
32	extrain.com	lehuephuong46933@gmail.com			support@extrain.com	
33	lemaisonparis.com	jabouzasrendal@icloud.com			order@lemaisonparis.com WhatsApp: +1 302 4401 725	
34	luxurybag.xyz	zhong1995ju0202@gmail.com			WhatsApp: 8618826227375	
35	luxurybagweb.com	paypal@tradinggogo.com			WhatsApp: +8618677773661 Mell.Billi@gmx.com	
36	offstreetunit.com	info@offstreetunit.com				
37	todadivaofficial.com	sales@todadivaofficial.com			info@todadivaofficial.com	
38	wereplica.com	ulisfyha@gmail.com			wereplica@gmail.com	
39	womyshop.com	kristinbazar99@gmail.com			WhatsApp: +1(579) 390-3848 womyshop21@gmail.com	
40	corwin.store	james745119@gmail.com	Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	bluerd.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com hello@nova.com	
40	buebu.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	feieagle.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	iluivo.shop		Sihe Trading Co., Ltd.		YT@gmail.com	
40	incco.shop	james745119@gmail.com	Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	ofore.store		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	seerlin.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
41	raretall.com	hotsstore@hotmail.com	Sunoutdoor Co., Ltd.		service.acx@gmail.com customer01@shopify-service.com	www.facebook.com/Raretall-2-101674995209115
41	delightfuts.com		Sunoutdoor Co., Ltd.		service.acx@gmail.com boss@delightfuts.com customer05@shopify-service.com	www.facebook.com/Delightfuts-1-100279455408951/
41	factiones.com		Sunoutdoor Co., Ltd.		service.acx@gmail.com boss@factiones.com	www.facebook.com/Factiones-1-103313698388160
41	ignoreds.com		Sunoutdoor Co., Ltd.		service.acx@gmail.com	www.facebook.com/Brandon-Simmons-1-111122707749554/
41	ongoinges.com		Sunoutdoor Co., Ltd.		service.acx@gmail.com	www.facebook.com/Naufal-Rafif-

						Fajar-Ilmi 1-103025901791990/
41	pendingets.com	lacrosse.sop@aol.com heetodry@protonmail.com	Sunoutdoor Co., Ltd. Guili Liu Liandong Wu		service.acx@gmail.com	www.facebook.com/Pendingetscom-104578065141218
41	beliefal.com	waxic996@hotmail.com	Wuhan Wangxinchao Electronic Commerce Co., Ltd.		service.acx@gmail.com dawn-fast@outlook.com	
41	amountes.com		Wuhan Wangxinchao Electronic Commerce Co., Ltd.		service.acx@gmail.com	
41	gloriousion.com	recklessjiang@zohomail.com	Wuhan Wangxinchao Electronic Commerce Co., Ltd. Haidong Ye		service.acx@gmail.com customer01@shopify-service.com	
41	dawnise.com	torquesong@yahoo.com	Zhiwei Chen		service.acx@gmail.com dawn-fast@outlook.com	
41	shineian.com	polar.shirt@yahoo.com	Dubaozhan Communication Co., Ltd.		service.acx@gmail.com	
41	yeaing.com	chair.yky@gmail.com	Ruimu Women's Shoes Store, Wuchang District, Wuhan		service.acx@gmail.com	
42	jijuanm.com	foshanaoke001@163.com	佛山市顺强建材有限公司 (Foshan Shunli Building Material Co., Ltd.)		info@jijuanmei.com 2911800416@qq.com	
42	esunnily.com		佛山市顺强建材有限公司 (Foshan Shunli Building Material Co., Ltd.)		info@esunnily.com	
43	vkrijewelry.com	2738429873@qq.com	深圳市豪佳杰贸易有限公司 (Shenzhen Haojiajie Trading Co., Ltd.)		service@vkrijewelry.com	
43	vlcase.com		深圳市豪佳杰贸易有限公司 (Shenzhen Haojiajie Trading Co., Ltd.)		service@vlcase.com	
44	aililady.com	362506843@qq.com	深圳市天隆资产管理有限公司 (Shenzhen Tianlong Asset Management Co., Ltd.)		contact@Aililady.com contact@AILISISI.com	

			深圳市信速进出口有限公司 (Shenzhen Xinsu Import and Export Co., Ltd.)			
45	genilicaa.com	wenhaotc2022@163.com			contact@genilica.com	
46	lifefashionday.com	ppvt2020@gmail.com	Nguyen Nhat Vu		support@lifefashionday.com	
47	luxekings.co	tungchefpayment@gmail.com	Tran Thanh Tung		customers.pod.contact@gmail.com	
48	spitfice.com	htang8859@gmail.com	rao ping xian shun tang jian cai dian		spitfice@126.com info@spitfice.com	
49	thebrandroom.shop	info@outletbrandy.com	Outlet Brandy LTD		info@wellones.com	www.facebook.com/thebrandroomshop/
50	Aricot	ATSPQRNXGR9TE		B094FJ29MB		
51	BRUZY&	A3PGU7TDV3J63F		B092JJTP8Q		
51	HGVVVV&	A3PGU7TDV3J63F		B092JGHG6S B092JJY7CM		
52	eduybbiuviu	A2ZL9U65Q9FQDQ		B092H5FZZ1		
53	fwqvk8888	A1ACP1LLUCB7AL		B094ZSJF91		
54	GuangZhouLianJianShiYe YouXianGongSi	A1H5AG9KXTCY1L		B092LZVGR6		
55	huajiazhiyuexianhuahunqin gliyidian	A3IA7HWLGFZGDP		B08TMPSH8S		
56	taiyuanxiguaniaoyukejiyou xiangongsi	A1RDPGKKD67KVI		B092LH9KKGK		
57	Yihao gift	AFOVI2H8UITLC		B092LPQTLR B092LN9ZW1		
58	aeXai6q	5f7b4a559451b5004a73d0a1		6062ba8417c067f9202cd0a3		
59	Angelicotory	5fff853db9cc1e5fab84861c		606be73d0650efcef6a5ed23		
60	BelleElai	5e948adc29e78658c089f41c		5fc1a513ffd8f70d3bdbe5c9		
61	Bluetronicsti	5fff48cd80aa192fa64fdbcb5		606a9a1364e7718175178f6c		
62	Brandi B. Makeup Artistry	600a4bd34a632a288b942e78		60652acce551267f3acb76b9		
63	DiVOT	600bb94dd3669850d1b3d46c		60765492e41f2cb5ee8c4f9b		
64	DominicPh	5e9507067446d700443085d4		606ac2aabd1aebc9b35a3dd7		
65	fanghuijuan2312	6072748820a354930f72aa1a		607d515511f74b7a643852f5		
66	farzonba	5f7c95a5846909a6643f6305		6063d81862880e62241d7f50		
67	Formirt	5fc61313b6a39e72874b00f6		606fee193d99e23fcc861239		
68	Fragata Stores	5fd963d0c8beb30585644fa7		607b38624d445a3d036bfec34		
69	Freelance Wardrobe Stylist	600a50d97635f12b51062635		6063e1b723251590836886fd		
70	From Mercury	5e6ee2631e1985f88d2356f2		6078f5aeb565fe5377807215		
71	fus2174shop	5f7eb33d5f080e2dfc1969f1		5fd073846367d117a1e1fb95		
72	gyasjbuiafg	605afb0287476815cce6c874		6073ee98ff132251acdffcea		

73	h3t0jx	5e7829b029e78673fc55bc91	603b425b8496d1eab5a66d13		
74	HaroldMon	5e9511b67d58eb1a8c12ceef	605bfdc1c355c65e1270198c		
75	HobartKer	5e947a706dc979a728160d83	60667b798385c16cb7f55138		
76	hourace	5ffa7fea84f2123c7267f449	60671d7a65cece4c4012f1ea		
77	hristopherBert	5e9501b3c2efdd0b97ad2b2c	605992807b870a27ea53d0ba		
78	Hundp	6003a3c7d3d832e6160a4e58	608e54eb2825771a7192c600		
79	James G Hope	5e9d4d2df5b57cd81114e36e	606d337c978236e59d995568		
80	Janice R Jackson	5e9525c8cb74c917c241a375	606958215fc80a6e42a788ce		
81	Jimmie M Skinner	5e95297a7eb5cf15342e99a9	6067f5adada096d881424e18		
82	JldeEas	5ff5ba0fe3cb5fc91ad49c81	606eca3a2c9160b33c4a0d25		
83	Jolyom	5fd76ab360df091803cdb4cd	60050c275c728b8945d1356c		
84	JoNatividad	5e9512d7cb74c9196541539a	6066dbfe41c00695ebad79da		
85	ju5k45	6034a31329ee425b4e6d468b	604c50131ea58bfae84eccc3		
86	Kate.Se	5fcfa4ce0178d2fdf240cbfc	6013982aac36371ccd8679a3		
87	KevinAlvab	5e93bba6d10744003e451ab0	605414b3aa0ad4d1ccd709e1		
88	LIHANSHANGMAOSS	604481574905050045ca04ee	6061a6b6c9ffc9d81c9fe868		
89	liuzhigang7230	6079395ea2774d0b86a08479	6092ca96faf07523f55ad044		
90	loiSaif5	Merchant ID: 5f7c9704e314d8bab01b7de PayPal Account: 329483790@qq.com	606bc83a940b4d7a22d8f422	WhatsApp: +86 15294557196	
91	Mefranje1	5e27406dea31082344d08654	5fc0817f5e56e8d90dbe9152		
92	missluxury	5fd954f95f02791e485b974d	6067ce1bb4d82c6cb90af3b4		
93	nds jagvdiIsfjkdxbhfgxngtngf	606d702c9117791683babd51	6074442f63be3930e8f02ba0		
94	nice555	606c625f8caf72594246b895	607ee6ee56986a061d109603		
95	oaKie1te	5f76144247fa979de3c44be1	5fa50351ff51d33d1d301542		
96	Peggy McMullene	5e69e9875098721140ad8d4d	5fbcdcb31bc7e4f6f598d424		
97	Popular color coordinates	608526f6933947bb846b7b36	608bb52e70fa261ff4792380		
98	sa6zi8E	5f7b69f6a088530fa13f6d38	606418e31f41c8546c040c7b		
99	Semca Tienda Online	5fd6ceda60df097118cdab9f	606fe4cb7915b73335722883		
100	Sherri M Rangel	5e95283fc01f951fc583730b	606a9a510ac799ac6fe390fe		
101	Spideradioxy	5fff18091c90df0244b8ef57	6062b59eaba84af3955bd76		

102	stesoft	5fdab7fcae4ca1859d4ee4f	6067ce33cc0d326fe6a07c8e		
103	Sunyanli66085	5e8ee04829e786429aa1608e	6061a597a82bda71e501700f		
104	Tasselti	600114a11dc2b02e3748298a	605969b8cbc6f0b4a330eb62		
105	tinkeauo	605af6448257b387f16f4644	60745264dd9cdf80fa8a8041		
106	Toy Flower	606acd48e08c77f8b5ae2520	60701ae17dca3d154e554b41		
107	Unipay	601b78a3da6fa841d91e6658	607fa04ae16d7b3c18fda05f		
108	vcba	5e9fb88251f61241c361a64d	60506c1bf7f91cd5af2830c1		
109	wanghai9181	607a60c8a659d52e055a3f61	6092ce06af84cd2c19d2aa4a		
110	wangting2650	60711a363d5ed63800fc6da9	607d5110739df14e54d07300		
111	watsubo	5f75b5734fba00fba66f5c8	605d57a5e06153af88066386		
112	yufengx	60069b65d3d83295bb0a4ceb	60745349dd9cdf8a6f8a7d57		
113	AKA-shi	5f85da05c0b491fbbf5fbc5a	609cbb2be94e6b7fb5bfab88		
114	AngelaZebulonx aka amy0515	5ea76c023f2e0c37f197452c	5fd74dcf723199ce3f36aff1	WhatsApp: +8617394977655	
115	Annestephanie	607efe628b131abe8003abce	609ccb5b9941d9c590bca763		
116	apowejjufa	5eb63138e4a2bd3bce74309a	6087881052c83270b0ead369		
117	bambunatural	60857c037530ac710050eda9	609616707aaa85c6e0caa753		
118	Beautiful metamorphosis	607f85f091605c0f987f094a	6096a58d9fd793ad8f95134e		
119	Beebaer Shoes	5e743c907f526905dcd93b6f	60713db060d9961e30b49a57		
120	BetsyBridgetzPcPpV	5e93f32a7fbade2e52bd95bf	60a86b6b90d1fe74ecabfc84		
121	Blue Princess	5fd72293e69fe8af463a5d6b	5ff95453f3fa9413dbf6d33c		
122	caiyohj5Sha	607e00a145810298527adb9d	609b4b5d440448e3b0598fb6		
123	Cantsed	607e0957458102a0327adb8e	6098ec6672207500545b4ef5		
124	Cbarmen	6031e0ccb284a697d76efa29	6080d6c493394734fa6b2ab9		
125	cbvbyg	5e9fbe7713546c264adb0488	6075519ced4edb532bf0fb0e		
126	CGuttma	60856365a0ca850366063c83	60a603f42f5329f62a02b732		
127	Chenyijia Store	5de1f77929e7864da6dd6ba2	5f93f7ed341653136cafbdb36		
128	chgfte	5f324d49b5fa4b00412930f4	607140fbfdd3823f7685d88d		
129	cjeihf	5f39f28aa33e56027285fbf9	60892d19c9940fb08b62b7c5		
130	Claudia Tour	6095662da2b1678e401e9b2b	60a50ee51fa96c5be51db59a		
131	Colorine	6080f12bc3796206c044ff2e	609b3e75f72e1ebaba916458		

132	Complete Tech	606b3b9c53adab0486eb094a	6087fa0e3febb68459fd08bc	
133	David D Kettler	5e9fda56e2fac32f15704173	60a23734fa3fe18bd9b88e04	
134	dazhanhongtu123	5dbf9508ff4ee603d3061c1a	606831ad68c614693c50043c	
135	Drunk Labrador	60856e743752b4464361dde6	60935b2d7c588b2c16b9265b	
136	etplaza	601bc3cf79562f3f9152a54c	60960984385e8c766593e11c	
137	FarEast STAR	60957e5261f14a9ec0f5b951	60a5d1455b6e967f558eabdf	
138	Felicitas A Coleman	5e9fdb98c96219003f445bdf	60a2372f881bba190cf9ba86	
139	fhuitjo	5e731b54f56f7903403cf1fa	6077c52b7e8ac3e629480a26	
140	fjdwoagerhftgjthtrgfdxhtrf	6072932e8fb84e0b2766b320	609b48cd9339d76982b70aac	
141	fushuaikang3889	60727afd67b2fc9763a7e980	607d55779422217c81444d4a	
142	getgreenfast	608b87a3b9dd22328327c78a	60a64f8bfd51dd9a25c71ab7	
143	goutoug2865	607ea4f920c98708c27c8cce	609bc7b290cddb1bafddfd1b	
144	guillermoglover	5fc9a7df7f7f131deb10b4ef	607fa412a591091d614ba9cc9	
145	Heckoshoo79mW3	5e84334eff14ef62cd30727b	6055cd4fab70688f5d39b040	
146	hiovjhadkzfhfgjngjhgyhjk	607275c6c534cd88d9242791	609b497de7da2ed09237751a	
147	HiramAnnrAnTfM	5e9806bc29e7866bffe789be	60a9db24b9b0a581b3e70eca	
148	huchao1256	60716ac3ac47c8138240e303	607d5579f427339b4451c092	
149	HugoPhoebesH	5e9480fd1a25abaec1b7684f	5fe58ba4b8347ec7f428fd47	
150	huirushangmaoss	5feeb1027d97042dc50ac898	6073ca67a84251f827029e75	
151	huzhoudamaige	5ad2e12eaa71f2e7d942afe	6078310e74d8680aa5d20305	
152	IvyPetenZn	5e9555b565a17901acfc95ca	606a6dbeb342ac07f3413add	
153	ksoenfuyu	5ea28fa69dffbe5e2702b872	6078043b7d4f4fa6f1439367	
154	LatonyaToler	5e78c35f2d03ddb3e4a06e87	60a7d8f72a10a274a67f6fd3	
155	ldlreyxnm	5fc2fc8802c9b3cea5090cff	60a2408a9fab1c5a48828cb6	
156	Lgsasasuasbs	6072e0b0fb49a1ed82e32174	6096ba82b04777d7033ff7f7	
157	liptim	5ff48fa956c946d3cb01b246	6097a01187cbf42a564e7b8c	
158	llmortgage	608b8bb01277afc25cd35cea	60a64f9a22a27080a7ceaa10	
159	loeirhwore	5ddcbf8c71483d2e0cf8e4bb	606aabd0411e37e05673a4fc	
160	lqqkjdakfassg	607289c88bd726970e5eaebe	609b4a955f363262f311a8c0	
161	manhdungtruong54101	6063edf758135d3f33b7d496	6087b2521c5aede17864b518	

162	McShaleCVpeq	5e84359f01553b45eb84a897	605851a6449ae662c8303c15	WhatsApp: +86 15322250862	
163	Meat Jerky World	5eb2b972e7bbe7a204292be0	5fe4698df6a223aa7591411f		
164	MengjiejingiXs	5e8582295f19ee0048c1cbf5	60a339bada072f14b5987091		
165	Natural companion	60941a8c8b7e45374038d6a4	609cc218703534c5c7ec0e93		
166	PacificCoastHans	6095804161f14a8d13f33c35	609cbaff08e3798def325654		
167	paiqiugongjin	5e6880619145ad53ac97308f	60a3e6be7c66f78d25ea34c5		
168	Qdnjk	5fc89d50df0823f7935b992a	609fd8b6e01d07f94c14f2c7		
169	qingfang123	5d9412dd909aba3cd316913c	6077bd3bdbe1b0d391c86302		
170	Rogers Food Stores	606b3c4b9056b50283f4ec79	608153b9c9e2a434f9ded512		
171	Ruchey	60869b24a59109280b4befcd	60926eee863d0a216c97608c		
172	sdnjgheoirjtgykgedgvsdfdw	607517fbc7100f4350684a9c	609b3da9160a7b7da665a868		
173	SESAY2020	5fd813695a77750626147197	609e9854cc0620110719d0f8		
174	SIHUABAO1077	609647034d980f075944bca3	60a5f25825f988ad68d2f458		
175	Small waist	60851a3c729e094582d94e42	609d2ddf57fa809a27fbcb3		
176	smartlibrary	6086e6b96e904988c1937ee0	609cd4ac7e86714e11bac463		
177	sqinzia	60893eb4dc5608c3d14f3383	60a9f2a37eceb7af89c3772c		
178	teJS	6078d80134a5f743c3eaa51c	60890d46742dbaa226a108e5		
179	tiansjkea	60715289173469204025ecd5	609b477fe5b6c82cb85307fc		
180	TobeyUriahkBhOh	5e94010f646cd43c33988bf1	60a730efe95b35d1dd462cb1		
181	Ultreos	606bc6a87155f72a5ccd081d	609e98333902fc47d9802566		
182	Used cars	608770b4ec3d200ed2fe9f33	6093821c0cb8a97d6e8dcf3e		
183	ValentineBobaPcH	5e93f2482522bc3072c76825	60a86b2f5f674075c6550192		
184	wangyujia0951	6071141cac3dcc174ba50d6b	60976e8be55d95c6a661ab75		
185	Witard	608731856e9049dc559370a3	609e1a4cb3619752bcf92d81		
186	zhanghao2416	60793d4d6a77201f11183fde	60a3e4302c01a6885e6c5dda		
187	zhangliu1395	60791b8169cc9f4348ec9d15	60a3e8dd077cc990f21724ff		
188	zhangtianqi Store	5f9f8267f3f5923c1d20bae5	6090a0517463242f0cbb5232		
189	zuoze	5fbbec73b4025e38e371345f	60877f4a59ded60a8bcd0710		
190	Americanclothex	6099ef76d6688f6307e6a391	60c08714ece4ce72a3f29e86		
191	Bebidasrapidas	6096e47c30cddfb45cb6db0a	60b79a4fce56abc1e82d8ccb		

192	Betancourtcovalent	609679fd8c2bee9858ebd98b	60b79a36405442dca8b4355a		
193	Bryan D Reynolds	5e96aaf53985223a5ee172bb	60b0ea577d4aa1efadec1c50		
194	ByronChloeaCeBl	5e97eac6ea18a54a93ccc8ec	60bd99a30b7e20cd0abb8008		
195	ChicRepublique	5fd8118ee58466034b3a8c14	60b8670c8b30ec8143a2dde6		
196	DerrickGeorgiaqYkW	5e96ae8b058b713c04edc73d	60c447b9aa601cab140cf962		
197	Don miguelon	6099b3386a9ffc0a5427dc36	60bdb46e63127be782bced1f		
198	DorisHuntertLqL	5e76e10129e78673c0562f44	60b4615ee5885a7425cbe108		
199	ErnestFaithevMpY	5e97e8a83db66347e774e551	60b9b8f287af567dd5286e32		
200	FARNCES	60863bc92446d52de0f3729f	60b05f778a3dc5ba5e648571		
201	fifth area	609ed333695a1001069fa199	60b9f5c004aa49abd14096dc		
202	FlowKrosty	6095b1bb61f14ab636f33c7f	60c0889a5e98d47167386122		
203	G&O Supreme sparkle	5ffa61d5649a82236c8a6052	60b5bfa01595ede86e69c1e9		
204	GarlLe	608852a7223f5d1dc2557f01	60adb9b8d1f1021fe4921f67		
205	gyhlaskdjaisf	6072791b3d5ed69916fc6261	60b871bcab29368bd585ebb3		
206	Helen J Vargas	5e96aa5339852239f0e17278	60b0ea57b9e9391436517ddc		
207	HenryZararZIS	5e980529654fc160bee47188	60afa0ac608508f5ac5ea8e7		
208	holywritings	6086e43e0800943237a239f4	60af4e18dd2ed83f61c66c3d		
209	hsfjkasfbhsjdjhjsef	6072c47767b2fed5c3a7ef0c	60a753432d9d3729d5b67719		
210	ingarg86hba5lr	5e787be54fed5519806592e7	60b46d16d81faf1917e0675d		
211	Inversiones Gus	608db4178c4dd796a5be2635	60a39ac1ab3caadf83df82d2		
212	Jason C Sandin	5e96a61e6d2a2d039d2ade95	60b5ec62b961ef3627397703		
213	jergraph	5fdac891e1000a178b9b8c66	60b86e8579d2108418928024		
214	John P Rooks	5e96c848639b2d3183b82342	60b5d5facefb63c7feacf11		
215	Kirsten M Manrique	5e9fdeaa29e78626f25ae3fe	60b48c8d2aa9d731337b9176		
216	La estancia ve	6096a14b8c2beebad7ebd94a	60bdb4415fb085f9f2cb5454		
217	Lawrence A Johnson	5e96abab5ef4710048c858e4	60b0ea9645d0590417927466		
218	Luis sports	6093f4bc8b7e45374038bd28	60be5ac54ba71f6f0710c0fb		
219	majinxian	5dc68d30e256711688b1b05c	606cd9d6c27a867d2f9d468b		
220	Marcel fast	609922148b7e45c21336cf44	60c444876eeb7da047387b7b		
221	Mario K Espinosa	5e96a2d4ff30140494ded84a	6095efd3af24e329879281b6		

222	Michelle K Crouch	5e9fdc9f99b6f10041d36eac	60a236685ef703b94237d318		
223	miir91gang	5f6877c2af629f2fe5a29921	60a3431e41c8a312b1065ee9		
224	mozhihaoa	607261983d5ed68301fc62f9	60a733ce56a221d8508b188f		
225	Parzer	601ade81ee594ad42219aec5	60b4925a68f2583aa204e044		
226	Patricia L Krick	5e96c1e56d2a2d1a8c2adebe	60b0ebbdda9c47d7b89628e6		
227	Picinas y difrutes	608f32e4ec3d20c869fe9c38	60a60312b2aad82e4121e129		
228	Prishould	6092a4f7854dbf798b7231b9	60b6038cda9c476848961f26		
229	QuintinaSandyQeN	5e75bb632d03dd0740a14a77	60b9b020210c6d774d730ea4		
230	Revel Windmill	60956d91f3cd39807a951c0b	60b6f4f080395d66fbbff34c		
231	RobinJimmy	5ff3bbff4361b905f45df1c6	6031351b82c6a8c03874c979		
232	RoyBaldwinrNhU	5e97ebd1654fc14a41e47234	60b9a4b99805a140ca978c72		
233	shfdjafghsfjfhws	6072ca4a67b2fce241a7e9f1	60a752227c02fd69f738fb5		
234	shfjkwhkwfwhjfwf	6072bf286dcdfa0440727f0a	60a735c81b0738865eaaef9		
235	Skilled	5ff49361ad7e54e2b88b24c2	60b4b82d8f122ae5c4ad203f		
236	sofasieure	60026ee68c1c0830419af894	60ab4955fc8667256759c016		
237	songdan4772	603c84827ea46a8c7b2b97b7	609d5635035d84273521d6f6		
238	StateLink	60988939ae59b904a3940ae7	60be5ac5014e50a9c891bf4d		
239	StevenPeters	5e78c36eba7ff1b23e4b4f50	60b46154cc4a77f188177d46		
240	Tecnox inc	609452e2996c9468b386ac82	60a5d8c93b59ff4b0d4d9895		
241	The Last Pacers	607f5b0941dbdd4e68450126	60ab2af78eccc8fa869c316c		
242	Ussiossop	60a0e5857dcbb143fe3dc4d2	60ba5391b51060ed3a5e87ef		
243	Wiffistandes	6002789381125242282094cb	60bdf644745de972e55e858e		
244	WSNBB world	60507bcd3d2d6a21822dedf0	60bdaa6703e2eac0e7b80331		
245	wuzhichao0201	60a9c7f48b8e79b8002cc5db	60b8e81c1edcc7a3074c792e		
246	Yethat	6092a7768fd4947b8c198f75	60b6075841a446cf49062b0e		
247	yinweiyoun	607157d70e3b29802fd44035	60b871d09805a1858e97977d		
248	a2019	21027388	631653706		
249	aa1010612317	21039360	627313635		
250	az2026	21199647	631658498		
251	bag0111	21646709	687554413	WhatsApp: +8617613722221	
252	bag613	21384989	640678672		
253	bestoffershop	21452089	666889740		

254	bigbrand001	21639441		664845022		
255	brand_bags666	21646918		676499872		
256	brandfactory333	21128272		551402656		
257	buqu	20331369		597270084		
258	buycheapcocos	21622935		636668939		
259	chaneldior	21479673		684291303		
260	chayuan99	21132946		511894586		
261	danny_luxury_bag	21584604		615453601		
262	Designer & hangbags aka dh_bag_jkshfd	21646906		678390551		
263	duzhiy	21657184		687162403		
264	factory8_store	21001267		410537656	387893884@qq.com	
265	fashionbags and jackets aka unin188	21549949		680015628		
266	focusonjersey	21296818		548914714		
267	gongjia	21204629		615247369		
268	Guangzhou Fashion T-Bear Co.,Ltd aka tradingbear	14772552		544761334		
269	gzluxurybag	21660260		672560204		
270	handbags618	21619014		626701132		
271	hlwygood	20609155		548819459		
272	jiayu22	21161324		628694241		
273	jiuyiyi	21651916		693035289		
274	ism shoes	21601207		643869233		
275	Kanyeshoes350_014	Store No. 21563374 PayPal Account: c18059566122@163.com		567296408	WhatsApp: +8613977667766	
276	king01234	21229079		682589008		
277	kingremit02	21081488		631469833		
278	ladybag100	14385011		618578774		
279	laoyuan2	21672323		693024676		
280	luxury_shops	21574426		603866846		
281	luxurybags80	21620909		625858641		
282	luxuryjewelryworld1	21357823		606864119		
283	luxurysbag766	21633957		635488974		
284	lvvl_bag	21572012		632433529		
285	more than bags aka goodbest_8686	21657047		679055749		
286	mrlizheng	20290604		639638316		
287	newbag999	21605164		618453121		
288	paike2025	21195509		632079054		
289	paikekeji	21191576		630592415		
290	pangzi888	21465740		561741120	WhatsApp: +8618617325756	
291	pumashop	21068950		677593145		
292	qbfashionbag	21642414		684072952		

293	red bottoms heel aka factory store01	19960409		480059689		
294	rose king	21228841		675853859		
295	rose28	21225871		679152191		
296	rose288	21226678		591536534		
297	runxiao	21221729		553646403		
298	senior441	21127143		638763788		
299	shi9527	21650318		691751697		
300	sneakersstore202009	21402612		589717416		
301	sport0004 crossbody Brand luxury bag aka sport0004	20642763		648770841	cosysunny@126.com	
302	stylishhandbagsstore	21604571		619075475		
303	sup_bags2020	Store No. 21612095 PayPal Account: lfr131124@gmail.com		617240583	WhatsApp: +8613861676165	
304	supermail 1	21415277		587092076		
305	tangtang2	21607063		616166428		
306	therenobag	21677412		691922197		
307	top_bag_6868	21657056		677360313		
308	topshoes7836	21605012		694037897		
309	urmoby	21463735		553493475		
310	vivishoescity aka Jessie luxury4	Store No. 14774868 PayPal Account: yunjiwseesy@hotmail.com		544159956	WhatsApp: +8618620261057	
311	xiao985985	21215551		630341941		
312	xuanshu33	21161093		615247657		
313	xujin01	21668032		684841618		
314	yiyu22	21161077		628694324		
315	aceoutside	21640112		667376282		
316	bingo44	21359953		628211830		
317	Boutique package aka shang2021	21654408		690232859		
318	bugbags	21652538		678320263		
319	ceessd	21227032		601963222		
320	cicibags	21619364		693408985		
321	designer shoes668	21649690		674355159		
322	designercasualshoes	21647249		657052524		
323	EFFINI	21309004		528515903		
324	fashion08008	21078998		662103112		
325	hotlinechina	21646084		688519267		
326	John shoes and bags factory aka promotionking	21552685		633303513		
327	joo8277	21581520		688753768		
328	jooobag	21663539		689961632		
329	ladysbag999	21586939		597859624		
330	leochan16	20216802		582041117		

331	luxurybags06	21657177		689950746		
332	Luxuryhanbags aka dennis suppliers	21646737		670003153		
333	luxurys_shoes989	21649692		679032208		
334	lvxuryshop	21605627		622016013		
335	myshoescity	14277485		544154582		
336	peng_350_v2	20996711		688871267		
337	pingping6	20245860		405084826		
338	pinksugao	21155468		620063044		
339	poiruyiw	21644960		677780876		
340	sgyj	21646792		676166116		
341	shenian	21032931		424758135		
342	shenztop	20397273		603027894		
343	shishangbag698	21430968		698110529		
344	shoesfinder	21637787		688799713		
345	shoessupplier2021	21684810		700128371		
346	tianchennet	21665239		686332781		
347	topdesignersneaker	21647256		658152194		
348	viviboutique	21106803		532671791		
349	xiangdingdang	21611256		628885728		