

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
CASE NO. 21-61332-CIV-RUIZ**

CHANEL, INC.,

Plaintiff,

vs.

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

Defendants.

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

Plaintiff Chanel, Inc. ("Chanel" or "Plaintiff"), hereby does apply, on an *ex parte* basis, for entry of a temporary restraining order and an order restraining transfer of assets, and upon expiration of the temporary restraining order, a preliminary injunction against Defendants, the Individuals, Business Entities, and Unincorporated Associations Identified on Schedule "A" ("Defendants") pursuant to 15 U.S.C. § 1116, Fed. R. Civ. P. 65, and The All Writs Act, 28 U.S.C. § 1651(a). In support thereof, Chanel submits the following memorandum of law.

**I. INTRODUCTION**

Defendants are knowingly and intentionally promoting, advertising, distributing, offering for sale, and selling goods bearing and/or using counterfeits and confusingly similar imitations of one or more of Chanel's registered trademarks within this district and throughout the United States by operating Internet based e-commerce stores and interactive photo albums established via third-party marketplace, social media, or image hosting websites under their seller identification names identified on Schedule "A" hereto (the "Seller IDs") and/or fully interactive, commercial Internet websites operating under their domain names identified on Schedule "A" hereto (the "Subject Domain Names"). Specifically, Chanel has obtained evidence clearly demonstrating that (a) Defendants are engaged in the advertisement, offering for sale, and sale of counterfeit and infringing versions of Chanel's goods; and (b) Defendants accomplish their sales of counterfeit and infringing goods via the Internet through the use of, at least, the Seller IDs operated via Internet marketplace, social media, or image hosting websites, and/or the Subject Domain Names operated via fully interactive commercial Internet websites. Based on this evidence, Chanel's Complaint

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

Defendants' unlawful activities have deprived and continue to deprive Chanel of its right to determine the manner in which its trademarks are presented to the public. Indeed, Defendants have and continue to wrongfully trade and capitalize on Chanel's reputation and goodwill and the commercial value of Chanel's trademarks. By their activities, Defendants are defrauding Chanel, certain non-party businesses, and the consuming public for their own benefit. Defendants should not be permitted to continue their unlawful activities, which are causing Chanel ongoing irreparable harm. Accordingly, Chanel is seeking entry of a temporary restraining order prohibiting Defendants' further wrongful use of Chanel's trademarks.

Chanel also seeks to restrain the illegal profits generated by Defendants. Chanel has obtained conclusive evidence that Defendants use money transfer and/or retention/processing services with PayPal, Inc. ("PayPal") and/or Amazon Payments, Inc. ("Amazon"), have their payments processed on their behalf using aggregate escrow accounts in the name of Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform ("AliExpress"), and its related companies, Zhejiang Ant Small and Micro Financial Services Group Co., Ltd., Alipay (China) Internet Technology Co. Ltd., and Alipay.com Co., Ltd., and Alipay Singapore E-Commerce Private Limited (collectively referred to as "Alipay"), or aggregate escrow accounts in the name of ContextLogic Inc. ("ContextLogic"), which operates the website Wish.com, and/or have their payments processed on their behalf via DHgate.com's third-party payment service, DHpay.com, as methods for accepting payment for the sale of their counterfeit products (collectively, the "Financial Entities").

The Lanham Act allows Chanel to recover the illegal profits gained through Defendants' distribution and sales of counterfeit and infringing goods. See 15 U.S.C. § 1117(a). Due to the inherently deceptive nature of the counterfeiting business, Chanel has good reason to believe Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless they are restrained. To preserve the disgorgement remedy, Chanel seeks an *ex parte* order restraining Defendants' assets, including specifically, the funds transmitted through the Financial Entities.

## **II. STATEMENT OF FACTS**

### **A. Plaintiff's Rights.**

Chanel is the owner of all rights in and to the federally registered trademarks identified in Paragraph 4 (the "Chanel Marks") of the Declaration of Javier Diaz in Support of Plaintiff's *Ex*

*Parte* Application for TRO (“Diaz Decl.”), which are used in connection with the manufacture and distribution of high-quality goods in the categories identified therein. (See Diaz Decl. ¶¶ 4-5, filed herewith; see also United States Trademark Registrations for the Chanel Marks [the “Chanel Trademark Registrations”] attached as Comp. Ex. 1 to the Complaint, [ECF No. 1-2], incorporated herein by reference.) The Chanel Marks are symbols of Chanel’s quality, reputation, and goodwill and have never been abandoned. (Diaz Decl. ¶ 7.) Moreover, Chanel expends substantial resources developing, advertising, and otherwise promoting its trademarks. (*Id.* at ¶¶ 6-7.) Accordingly, the Chanel Marks are famous marks as the term is used in 15 U.S.C. § 1125(c)(1).

Furthermore, Chanel extensively uses, advertises, and promotes the Chanel Marks in the United States, in interstate commerce, in association with its high-quality goods, and has carefully monitored and policed the use of the Chanel Marks. (*Id.* at ¶¶ 6-8.) As a result of Chanel’s efforts, the Chanel Marks have acquired fame in the consumer market. (*Id.*) The Chanel Marks are among the most widely recognized trademarks in the United States, and the trademarks have achieved secondary meaning. (*Id.*) The Chanel Marks have come to symbolize the enormous goodwill of Chanel’s genuine products throughout the United States. (*Id.*) At all times relevant hereto, Defendants have been aware of Chanel’s (a) ownership of the Chanel Marks; (b) exclusive rights to use such Marks; and (c) substantial goodwill embodied in, and favorable recognition for, the Chanel Marks.

**B. Defendants Wrongfully Use Plaintiff’s Trademarks.**

Defendants do not have, nor have they ever had, the right or authority to use the Chanel Marks for any purpose. (Diaz Decl. ¶¶ 9, 13-14.) However, despite their known lack of authority to do so, Defendants are promoting and otherwise advertising, distributing, selling and/or offering for sale, through their respective Seller IDs and Subject Domain Names, goods bearing and/or using counterfeit and infringing trademarks that are exact copies of one or more of the Chanel Marks, without authorization (“Defendants’ Goods”). (*Id.* at ¶¶ 9, 11-14; Declaration of Stephen M. Gaffigan in Support of Plaintiff’s *Ex Parte* Application for TRO [“Gaffigan Decl.”] ¶¶ 2-3, filed herewith; Declaration of Eric Rosaler in Support of Plaintiff’s *Ex Parte* Application for TRO [“Rosaler Decl.”] ¶ 4, filed herewith; Declaration of Kathleen Burns in Support of Plaintiff’s *Ex Parte* Application for TRO [“Burns Decl.”] ¶ 4, filed herewith; see also web page captures and images from Defendants’ e-commerce stores, photo albums, and commercial websites operating under the Seller IDs and Subject Domain Names displaying the Chanel branded items offered for

sale [“Defendants’ Seller IDs and Subject Domain Names”] attached as Comp. Ex. 1 to the Rosaler Decl., and Comp. Ex. 1 to the Burns Decl.)

Given Defendants’ slavish copying of the Chanel Marks, Defendants’ Goods offered for sale and sold under identical marks are indistinguishable to consumers, both at the point of sale and post-sale. Additionally, at least Defendant 29 has fraudulently registered its respective domain name using a name that incorporates at least one of the Chanel Marks. By using the Chanel Marks, Defendants have created a false association between their counterfeit and infringing goods, their e-commerce stores, photo albums, and websites, and Chanel. Such false association is in violation of 15 U.S.C. § 1125(a) and is causing and will continue to cause Chanel irreparable harm and damage. (See Diaz Decl. ¶¶ 8, 18.) Moreover, Defendant 29’s registration of domain name incorporating at least one of Chanel’s registered trademarks constitutes cybersquatting in violation of 15 U.S.C. § 1125(d).

As part of Chanel’s ongoing investigation regarding the sale of counterfeit and infringing products, Chanel’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 Chanel branded products by Defendants and to determine the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit Chanel branded products. (Diaz Decl. ¶ 10; Gaffigan Decl. ¶ 2; Rosaler Decl. ¶ 3; Burns Decl. ¶ 3.) The Investigative Firms accessed all of the Internet based e-commerce stores, photo albums, and websites operating under Defendants’ Seller IDs<sup>1</sup> and Subject Domain Names, and placed an order for the purchase of a product bearing and/or using counterfeits of, at least, one of the Chanel Marks<sup>2</sup> at issue in this action, via each Seller ID and Subject Domain

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<sup>1</sup> Defendants 1-23 and 25 operating their photo albums under 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 Chanel-branded products. (See Rosaler Decl. ¶ 4, n.1; Gaffigan Decl. ¶ 2, n.3; Diaz Decl. ¶ 13, n.2.)

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 Chanel-branded products. (See Rosaler Decl. ¶¶ 4-5, nn.5, 7; Burns Decl. ¶ 4, n.1; Gaffigan Decl. ¶ 2, nn.4, 6; see generally Comp. Ex. 1 to the Rosaler Decl.; Comp. Ex. 1 to the Burns Decl.)

<sup>2</sup> Several Defendants blurred-out and/or physically altered the images of the Chanel Marks on the products being offered for sale via their respective e-commerce stores operating under the Seller IDs. (See Rosaler Decl. ¶ 4, n.2; Burns Decl. ¶ 4, n.2; Gaffigan Decl. ¶ 2, n.1; Diaz Decl. ¶ 11,

Name, and requested each product be shipped to the Southern District of Florida. (Rosaler Decl. ¶ 4; Burns Decl. ¶ 4.) Each order was processed entirely online and following the submission of the orders, the Investigative Firms received information for finalizing payment<sup>3</sup> for the products ordered via Defendants' respective payment accounts<sup>4</sup> and/or payee<sup>5</sup> as identified on Schedule "A"

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n.1.) Upon receipt of the products purchased from certain Defendants, the Investigative Firms visually inspected the products and verified they bore one or more of the Chanel Marks in their entirety. (Rosaler Decl. ¶ 4, n.2; Burns Decl. ¶ 4, n.2.) The remaining Defendants 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 the Chanel Marks in their entirety. (Rosaler Decl. at n.2.)

<sup>3</sup> 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.)

<sup>4</sup> Defendants 1-23 and 25 operate via Instagram.com, Yupoo.com, and Szwego.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. (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, use money transfer and retention services with PayPal as an additional payment method to receive monies generated through the sale of counterfeit products. (Gaffigan Decl. ¶ 8; Rosaler Decl. at n.4.)

Invisible obtained multiple PayPal accounts for some of the Defendants, and following the submission of certain orders from Defendants, Invisible received the identical PayPal payee information for finalizing payment. (Burns Decl. at nn.4-5.)

<sup>5</sup> Defendant 24 operates via the non-party Internet marketplace platform, AliExpress.com, and has its payments processed on its behalf using Alipay. Additionally, 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. (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. (Gaffigan

hereto.<sup>6</sup> (Rosaler Decl. ¶ 4, nn.4-5, and Comp. Ex. 1 thereto; Burns Decl. ¶ 4, nn.4-6, and Comp. Ex. 1 thereto.) At the conclusion of the process, the detailed web pages and images of the various Chanel-branded products ordered via Defendants' Seller IDs and Subject Domain Names, together with photographs of products received, were sent to Chanel's representative for inspection. (Rosaler Decl. ¶¶ 4-5, n.2; Burns Decl. ¶¶ 4-5, n.2; Gaffigan Decl. ¶ 2, n.1; Diaz Decl. ¶¶ 11-13, n.1.)

Chanel's representative, Javier Diaz, who is trained to identify the distinctions between genuine Chanel branded merchandise and counterfeit copies of the same, conducted a review and visually inspected the detailed web page captures and photographs reflecting the Chanel branded products identified and captured by the Investigative Firms, and determined the products were non-genuine, unauthorized versions of Chanel's goods. (Diaz Decl. ¶¶ 12-14.)

Section 45 of the Lanham Act defines a "counterfeit" as "a spurious mark which is identical with, or substantially indistinguishable from, a registered mark." 15 U.S.C. § 1127. Also, using the "ocular test" of direct comparison, courts have found that even marks that are slightly modified from the registered marks copied are to be considered counterfeit marks. See Fimab-Finanziaria Maglificio vs. Helio Import/Export, Inc., 601 F. Supp. 1 (S.D. Fla. 1983). A comparison of the Chanel Marks to the marks used by Defendants in connection with the promotion and sale of Defendants' Goods reveals the obvious counterfeit and infringing nature of Defendants' Goods. (Compare Chanel's Trademark Registrations with Defendants' Seller IDs and Subject Domain Names.) Defendants' Goods are being promoted, advertised, offered for sale, and sold by Defendants to consumers within this district and throughout the United States. (See Rosaler Decl. ¶ 4; Burns Decl. ¶ 4.) Defendants are making substantial sums of money by preying upon members of the general public, many of whom have no knowledge Defendants are defrauding them. Defendants are also falsely representing to consumers that their counterfeit and infringing branded goods are genuine, authentic, endorsed, and/or authorized by Chanel. Ultimately, Defendants' Internet activities amount to nothing more than illegal operations, infringing on Chanel's intellectual property rights. The Seller IDs, Subject Domain Names, and associated payment accounts are a substantial part of the means by which Defendants further their scheme and cause harm to Chanel.

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Decl. ¶ 12; Rosaler Decl. at n.5.)

<sup>6</sup> 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 the Investigative Firms, are included in Schedule "A" annexed hereto. (Gaffigan Decl. ¶ 3, n.5; Rosaler Decl. ¶ 4, n.6; Burns Decl. ¶ 4, n.7.)

### III. ARGUMENT

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

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

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

Absent a temporary restraining order without notice, Defendants can and, based upon Chanel's counsel's past experience, will significantly alter the status quo before the Court can determine the parties' respective rights. In particular, the e-commerce stores, photo albums, and the domain names and associated websites at issue are under Defendants' complete control. Thus, Defendants have the ability to change the ownership or modify domain registration, e-commerce store, photo album, and private messaging data and content, change payment accounts, redirect consumer traffic to other seller identification names, private messaging accounts, and websites, and transfer assets and ownership of the Seller IDs and Subject Domain Names. (See Gaffigan Decl. ¶ 4.) Such modifications can happen in a short span of time after Defendants are provided with notice of this action. (Id.) Thus, Defendants can easily electronically transfer and secret the funds sought to be restrained if they obtain advance notice of Plaintiff's Application for TRO and thereby thwart the Court's ability to grant meaningful relief and can completely erase the status quo. (Id.) Furthermore, Chanel's counsel has learned through multiple prior cases that, upon notice of a lawsuit, counterfeit

website owners typically immediately set up a redirect which essentially informs a search engine that the website being crawled has permanently moved to another domain and instructs the search engine to divert traffic to the other website. (*Id.* at ¶¶ 5-6.) Herein, Defendants could use the redirect to push new traffic from the domain names they control at issue to new domains not yet identified in the Complaint. (*Id.*) The result would be to slingshot the new domains to the top of the search engine results pages by leveraging the current Internet traffic to the domains in suit which was built through the illegal use of the Chanel Marks. (*Id.*) Defendants would completely erase the status quo by transferring all the benefits of their illegal activities to new websites. (*Id.* at ¶¶ 4-7 and Comp. Ex. 1 thereto.) As Defendants engage in illegal trademark counterfeiting activities, Chanel has no reason to believe Defendants will make their assets available for recovery pursuant to an accounting of profits or will adhere to the authority of this Court any more than they have adhered to federal trademark law. (*Id.* at ¶ 4.)

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

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

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



entry of the relief would serve the public interest”. Schiavo ex rel. Schindler v. Schiavo, 403 F.3d 1223, 1225-26 (11th Cir. 2005); see also Levi Strauss & Co. v. Sunrise Int’l Trading Inc., 51 F.3d 982, 985 (11th Cir. 1995) (affirming entry of preliminary injunction and freezing of assets). Chanel’s evidence establishes all of the relevant factors.

**1. Probability of Success on the Merits of Chanel’s Claims.**

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

Title 15 U.S.C. § 1114 provides liability for trademark infringement if, without the consent of the registrant, a defendant uses “in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive.” 15 U.S.C. § 1114 (2018). Chanel must demonstrate (1) ownership of the trademarks at issue; (2) Defendants’ use of the trademarks is without Chanel’s authorization; and (3) Defendants’ use is likely to cause confusion, mistake, or deception as to the source, affiliation, or sponsorship of Defendants’ Goods. See 15 U.S.C. § 1114(1). Chanel’s evidence submitted herewith satisfies the three requirements of 15 U.S.C. § 1114.

The first two elements of Chanel’s trademark counterfeiting and infringement claims are easily met. The Chanel Marks are owned by Chanel and registered on the Principal Register of the United States Patent and Trademark Office, and the majority of the trademarks at issue have become “incontestable” under 15 U.S.C. §§ 1058 and 1065.<sup>7</sup> (Diaz Decl. ¶ 4; see also Chanel’s Trademark Registrations.) See Ocean Bio-Chem, Inc. v. Turner Network Television, Inc., 741 F. Supp. 1546, 1554 (S.D. Fla. 1990) (“Incontestable status provides conclusive evidence of the registrant’s exclusive right to use the registered mark, subject to §§ 15 and 33(b) of the Lanham Act.”). Moreover, Defendants have never had the right or authority to use the Chanel Marks. (Diaz Decl. ¶¶ 9, 13-14.)

The Eleventh Circuit uses a seven-factor test in determining the third element, likelihood of confusion. See Ross Bicycles, Inc. v. Cycles USA, Inc., 765 F.2d 1502, 1506 (11th Cir. 1985). These factors, as outlined in Safeway Store, Inc. v. Safeway Discount Drugs, Inc., are: (1) the strength of the mark; (2) the similarity of marks; (3) the similarity of the goods; (4) similarity of the sales methods; (5) the similarity of advertising media; (6) defendants’ intent; and (7) evidence of actual

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<sup>7</sup> Trademark Registrations 5,100,448, 5,166,441, and 5,280,486 are not incontestable.

confusion. See 675 F.2d 1160, 1164 (11th Cir. 1982); see also Lipscher v. LRP Publ'ns, Inc., 266 F.3d 1305, 1303 (11th Cir. 1997). The seven factors listed are to be weighed and balanced and no single factor is dispositive. (Id.)

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

A trademark's strength is determined by viewing the mark in its entirety as it appears in the marketplace. See Lone Star Steakhouse and Saloon, Inc. v. Longhorn Steaks, Inc., 106 F.3d 355, 362 (11th Cir. 1997). The spectrum of protectability and strength for trademarks is divided into four primary types of designations: (1) coined, fanciful or arbitrary; (2) suggestive; (3) descriptive; and (4) generic. See Two Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 768, 112 S. Ct. 2753, 120 L. Ed. 2d 615 (1992). Arbitrary or fanciful marks are the strongest and deemed inherently distinctive and entitled to protection. (Id.) It cannot be seriously disputed that the Chanel Marks are strong, arbitrary, and fanciful marks. (See Diaz Decl. ¶ 4; see also Chanel Trademark Registrations.)

The Chanel Marks have also acquired secondary meaning among consumers. Chanel has expended enormous resources to extensively advertise and promote its goods and associated trademarks. (Diaz Decl. ¶¶ 6-8.) The Chanel Marks enjoy widespread recognition and are prominent in the minds of consumers. Indeed, the Chanel Marks are among the most widely recognized trademarks in the United States for luxury goods. (Id.)

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

Likelihood of confusion is greater when an infringer uses the exact trademark. Turner Greenberg Assocs. v. C & C Imps., 320 F. Supp. 2d 1317, 1332 (S.D. Fla. 2004). Defendants are using marks that are identical to the Chanel Marks. (Compare Chanel's Trademark Registrations with Defendants' Seller IDs and Subject Domain Names.)

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

"The greater the similarity between the products and services, the greater the likelihood of confusion." John H. Harland Co. v. Clarke Checks, Inc., 711 F.2d 966, 976 (11th Cir. 1983). Defendants are selling the same types of goods Chanel sells. (Diaz Decl. ¶¶ 4-5, 9; see also Defendants' Seller IDs and Subject Domain Names.) Because they bear counterfeits of the Chanel Marks, Defendants' Goods appear virtually identical to Chanel's genuine products in the consumer market. Standing alone, this similarity can be held sufficient to establish a likelihood of confusion. See John H. Harland Co., 711 F.2d at 976.

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

Convergent marketing channels increase the likelihood of confusion. See Turner Greenberg Assocs., 320 F. Supp. 2d at 1332. Both Chanel and Defendants sell and advertise their products using at least one of the same marketing channels, the Internet, in the same geographical distribution areas within the United States, including the Southern District of Florida. (See Diaz Decl. ¶¶ 4-7, 15; Rosaler Decl. ¶ 4; Burns Decl. ¶ 4.) Thus, the conditions of purchase for both parties are unmistakably identical. Moreover, both target the same general U.S. consumers, and as such, Chanel is directly competing with Defendants' products.

**(6) Defendants' Intent.**

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

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

Actual confusion is unnecessary to establish infringement, since, the test is likelihood of confusion. See Frehling Enters. v. Int'l Select Group, Inc., 192 F.3d 1330, 1340 (11th Cir. 1999). In this case, however, it is reasonable to infer actual confusion exists in the marketplace based upon the circumstantial evidence available. Defendants are advertising, offering to sell, and selling counterfeit goods identical in appearance to those sold by Chanel. (Diaz Decl. ¶¶ 4-5, 9-14; Rosaler Decl. ¶¶ 4-5 and Comp. Ex. 1 thereto; Burns Decl. ¶¶ 4-5 and Comp. Ex. 1 thereto.) Even if buyers are told of the bogus nature of Defendants' Goods, other consumers viewing Defendants' Goods in a post-sale setting will obviously be confused, because they are viewing goods bearing and/or using the Chanel Marks, which undeniably creates the impression they are viewing genuine goods sold or authorized by Chanel. Such post-sale confusion is entirely actionable. See Remcraft Lighting Products, Inc. v. Maxim Lighting, Inc., 706 F. Supp. 855, 859 (S.D. Fla. 1989) ("The likelihood of confusion need not occur at wholesale level when the end user will be confused.").

The seven factors weigh only in Chanel's favor. Chanel has therefore shown a probability of success on the merits of its trademark counterfeiting and infringement claim.

**b) Likelihood of Success on False Designation of Origin Claim.**

The test for liability for false designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), is also whether the public is likely to be deceived or confused by the similarity of the marks at issue. Two Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. at 780. Whether the violation is called infringement, unfair competition, or false designation of origin, the test is identical -- is there a “likelihood of confusion?” Id. Thus, because Chanel has established the merits of its trademark counterfeiting and infringement claims against Defendants, a likelihood of success is also shown as to Chanel’s claim for false designation of origin.

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

The Anticybersquatting Consumer Protection Act (“ACPA”) protects the owner of a distinctive or famous trademark from another’s bad faith intent to profit from the trademark owner’s mark by registering or using a domain name that is identical or confusingly similar to, or dilutive of, the trademark owner’s mark without regard to the goods or services of the parties. 15 U.S.C. § 1125(d). To prevail under 15 U.S.C. § 1125(d), Chanel must prove (1) the Chanel Marks are distinctive or famous and entitled to protection; (2) Defendants’ domain names are identical or confusingly similar to the Chanel Marks; and (3) Defendants registered or used the domain names with a bad faith intent to profit. Bavaro Palace, S.A. v. Vacation Tours, Inc., 203 Fed. Appx. 252, 256, 2006 WL 2847233, at \*3 (11th Cir. 2006). The evidence submitted herewith satisfies the requirements of 15 U.S.C. § 1125(d). Defendant 29 - bolsoslvchanel.com (“Defendant 29”) has registered its respective domain name which incorporates, at least, one of the Chanel Marks in its entirety surrounded by descriptive or generic terms, rendering the domain name nearly identical to the Chanel Marks (the “Cybersquatted Subject Domain Name”).<sup>8</sup> See Victoria’s Cyber Secret Ltd. P’ship v. V Secret Catalogue, Inc., 161 F. Supp. 2d 1339, 1351 (S.D. Fla. 2001) (“The taking of an identical copy of another’s famous and distinctive trademark for use as a domain name creates a presumption of confusion among Internet users as a matter of law.”). Moreover, Courts have found that even slight differences between a domain name and a registered mark, such as the addition of minor or generic words to the disputed domain name, is irrelevant. See Ford Motor Co. v. Greatdomains.com, Inc., 177 F. Supp. 2d 635, 642 (E.D. Mich. 2001) (holding “unless words or letters added to the plaintiff’s mark within the domain name clearly distinguish it from the plaintiff’s usage, allegations that a domain name incorporates a protected mark generally will suffice.”).

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<sup>8</sup> See Complaint ¶¶ 33, 62, 64 [ECF No. 1].

The ACPA lists nine nonexclusive factors for courts to consider in determining whether a domain name has been registered or used in “bad faith” with an intent to profit from a mark in registering or using the mark in a domain name. See 15 U.S.C. § 1125(d)(1)(B)(i); see also Victoria’s Cyber Secret Ltd. P’ship, 161 F. Supp. 2d at 1346. The nine factors are not meant to be exclusive and the Court may consider all relevant factors in making a determination of bad faith. Id. at 1347. Ultimately, each factor addresses whether “the defendant’s use of the disputed domain name is legitimate – i.e., for some purpose other than simply to profit from the value of the trademark.” Ford Motor Co., 177 F. Supp. 2d at 642. An examination of the bad faith factors compels the conclusion that Defendant 29’s registration and use of the Cybersquatted Subject Domain Name violates 15 U.S.C. § 1125(d).

The first and third factors, § 1125(d)(1)(B)(I) and (III), are clearly present inasmuch as Defendant 29 has no rights in the Chanel Marks and Defendant 29 has never used those Marks in connection with a bona fide offering of goods or services. Additionally, the fourth, fifth, and ninth factors, § 1125(d)(1)(B)(IV), (V), and (IX), weigh in Chanel’s favor. As discussed above, at least Defendant 29 has clearly intentionally incorporated at least one of the Chanel Marks in its Cybersquatted Subject Domain Name to divert consumers looking for Chanel’s Internet website to its own Internet website for commercial gain. Such consumers are likely to be confused as to the source and sponsorship of Defendant 29’s Internet website and mistakenly believe the website is endorsed by and/or affiliated with Chanel. This is especially true because the Internet website is offering for sale counterfeit Chanel branded goods. Clearly, Defendant 29’s registration of the Cybersquatted Subject Domain Name, to sell and offer for sale counterfeit and infringing Chanel branded goods, knowing the domain name is identical or confusingly similar to Chanel’s indisputably famous and distinctive marks, ensures a likelihood of confusion among consumers. See House Judiciary Committee Report on H.R. 3028, H.R. Rep. No. 106-412 p. 13 (October 25, 1999) (“The more distinctive or famous a mark has become, the more likely the owner of that mark is deserving of the relief available under this act.”). Thus, Chanel has shown a likelihood of success on the merits of its cybersquatting claim.

**d) Likelihood of Success on Common Law Unfair Competition and Common Law Trademark Infringement Claims.**

Whether a defendant’s use of a plaintiff’s trademarks created a likelihood of confusion between the plaintiff’s and the defendant’s products is also the determining factor in the analysis of unfair competition under the common law of Florida. See Planetary Motion, Inc. v.

Techsplosion, Inc., 261 F.3d 1188, 1193 n.4 (11th Cir. 2001) (“Courts may use an analysis of federal infringement claims as a ‘measuring stick’ in evaluating the merits of state law claims.”). Additionally, the analysis of liability for Florida common law trademark infringement is the same as the analysis of liability for trademark infringement under § 32(a) of the Lanham Act. PetMed Express, Inc. v. MedPets.com, Inc., 336 F. Supp. 2d 1213, 1217-18 (S.D. Fla. 2004). As discussed above, Chanel has satisfied the three elements of its trademark counterfeiting and infringement claims against Defendants, establishing that a likelihood of confusion exists herein. Accordingly, Chanel is also likely to succeed on the merits of its common law unfair competition and trademark infringement claims.

## **2. Chanel is Suffering Irreparable Injury.**

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

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

Chanel has expended substantial time, money, and other resources to develop the quality, reputation, and goodwill associated with the Chanel Marks. (Diaz Decl. ¶¶ 6-8.) Should Defendants be permitted to continue their trade in counterfeit goods, Chanel will suffer substantial losses and damage to its reputation. (See id. at ¶¶ 8, 18.) However, Defendants will suffer no legitimate hardship in the event a temporary restraining order is issued, because Defendants have no right to engage in their present counterfeiting and infringing activities.

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

Defendants are engaged in illegal activities and are directly defrauding the consuming public by palming off Defendants’ Goods as Chanel’s genuine goods. The public has an interest in not being misled as to the origin, source, or sponsorship of trademarked products. See Nailtiques Cosmetic Corp. v. Salon Sciences, Corp., 1997 WL 244746, 5, 41 U.S.P.Q.2d 1995, 1999 (S.D.

Fla. 1997) (“The interests of the public in not being victimized and misled are important considerations in determining the propriety of granting injunctive relief.”).

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

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

**1. Entry of an Order Immediately Enjoining Defendants’ Unauthorized and Unlawful Use of Chanel’s Trademarks is Appropriate.**

Chanel requests an order requiring Defendants immediately cease all use of the Chanel Marks, or substantially similar marks, including on or in connection with all e-commerce stores, photo albums, domain names, and websites owned and operated, or controlled by them. Such relief is necessary to stop the ongoing harm to Chanel’s trademarks and goodwill and to prevent Defendants from continuing to benefit from the increased consumer traffic to their illegal operations created by their unlawful use of the Chanel Marks. This Court has authorized immediate injunctive relief in similar cases involving the unauthorized use of trademarks.<sup>9</sup>

**2. Entry of an Order Prohibiting Transfer of the Seller IDs and Subject Domain Names During the Pendency of this Action is Appropriate.**

To preserve the status quo, Chanel seeks an order temporarily modifying control of and prohibiting Defendants from transferring use or control of the Seller IDs and Subject Domain Names being used and controlled by Defendants to other parties. Once they become aware of litigation against them, Defendants operating online can easily, and often will, change the ownership or modify domain registration, e-commerce store, social media account, 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, and thereby thwart the Court’s ability to grant meaningful relief. (Gaffigan Decl. ¶ 4.) Here, an interim order prohibiting

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<sup>9</sup> See, e.g., Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 21-cv-60813-RAR (S.D. Fla. Apr. 19, 2021) (Order granting *Ex Parte* Application for TRO); Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 21-cv-60308-RAR (S.D. Fla. Feb. 9, 2021) (same); MPL Communications Limited v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 20-cv-61418-RAR (S.D. Fla. July 17, 2020) (same); adidas AG v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 20-cv-61146-RAR (S.D. Fla. June 16, 2020) (same).

Defendants from transferring their e-commerce stores, photo albums, and domain names operating under the Seller IDs and Subject Domain Names poses no burden on them, preserves the status quo, and ensures that this Court, after fully hearing the merits of this action, will be able to afford Chanel full relief. Courts have granted this precise relief in this district and similar relief in actions where the relied upon instrumentalities of infringement and contact are e-commerce stores, photo albums, domain names and associated websites.<sup>10</sup>

**3. Entry of an Order Modifying Control, Redirecting, and Disabling the Subject Domain Names is Appropriate.**

In domain name trademark cases, courts recognize that an interim order redirecting, transferring, disabling, or canceling the offending domain names often may be the only means of affording a plaintiff interim relief that avoids irreparable harm. Accordingly, in order to disable and redirect the Subject Domain Names, Chanel requests the Court enter an order requiring the registrars and the registries that maintain the Top Level Domain (“TLD”) Zone files for these Subject Domain Names change the registrar of record for the Subject Domain Names to a holding account with a Registrar of Chanel’s choosing, where they will be held in trust for the Court during the pendency of this action and set to automatically redirect to <http://servingnotice.com/cp05e/index.html>.<sup>11</sup> Upon such redirection, a copy of all of the pleadings, other documents, and Court orders issued in this matter will be immediately visible to Defendants the moment they type any of their own domain names into their web browsers. The Subject Domain Names would remain in the legal ownership of Defendants 26-49, but they would no longer be able to display infringing and counterfeit website

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<sup>10</sup> See e.g., Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 21-cv-60813-RAR (S.D. Fla. Apr. 19, 2021) (prohibiting Defendants from transferring, *inter alia*, e-commerce stores, photo albums, and domains during pendency of action or until further Order of the Court); Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 21-cv-60308-RAR (S.D. Fla. Feb. 9, 2021) (same); MPL Communications Limited v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 20-cv-61418-RAR (S.D. Fla. July 17, 2020) (prohibiting Defendants from transferring, *inter alia*, e-commerce stores and domains during pendency of action or until further Order of the Court); see also Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 20-cv-62474-AHS (S.D. Fla. Dec. 8, 2020) (restraining transfer of e-commerce stores, photo albums, and domains during pendency or until further Order of the Court).

<sup>11</sup> Such relief regarding a change of registrars was granted by this Court in Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 21-cv-60813-RAR (S.D. Fla. Apr. 19, 2021).



content at issue in this matter. Rather, they would serve as the single most effective means of notifying Defendants of the pendency of this action and the relief sought by Chanel and affording them and any other interested parties with an opportunity to object.

**4. Entry of an Order Prohibiting Fulfillment of Goods Bearing Plaintiff's Trademarks During this Action is Appropriate.**

Chanel seeks the Court's interim order include that, upon Chanel's request, any Internet marketplace website operators and/or administrators who are provided with notice of the injunction, including but not limited to Amazon.com, Inc., cease fulfillment of and sequester all goods bearing and/or using one or more of the Chanel Marks in its inventory, possession, custody, or control, including, but not limited to, the goods identified by the Amazon Standard Identification Numbers ("ASIN") on Schedule "A" hereto,<sup>12</sup> and hold such goods in trust for the Court during the pendency of this action. Such relief is necessary to prevent the public from continuing to be defrauded by Defendants' illegal activities and avoids continuing irreparable harm to Chanel. As Chanel has conclusively shown Defendants are selling counterfeit goods, Chanel's equitable and legal interest in removing counterfeit merchandise from the marketplace clearly outweighs any interest of Defendants.

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

In addition to an order temporarily restraining Defendants' practices, the Court should enter an order limiting the transfer of Defendants' unlawfully gained assets. Chanel has demonstrated above that it will likely succeed on the merits of its claims. As such, under 15 U.S.C. § 1117, Chanel will be entitled to an accounting and payment of the profits earned by Defendants throughout the course of their counterfeiting scheme. 15 U.S.C. § 1117(a) (2018). Due to the deceptive nature of the counterfeiting business, and Defendants' deliberate violations of federal trademark laws, Chanel respectfully requests this Court grant additional *ex parte* relief identifying payment accounts and restraining the transfer of all monies held or received by the Financial Entities, or other financial institutions, for the benefit of any one or more of the Defendants, and any other financial accounts tied thereto. (See Gaffigan Decl. ¶¶ 8-12.) See International Star Class Yacht Racing Ass'n v.

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<sup>12</sup> The Amazon Standard Identification Number ("ASIN") for the various Chanel branded products were obtained either from the Product Information / Description segments or the URLs of the infringing Chanel-branded items captured and downloaded by Invisible, all of which are identified on Schedule "A" hereto. (See Burns Decl. at n.8 and Schedule "A" thereto.) The ASIN is a unique 10-digit alphanumeric identifier Amazon assigns to each product. (See *id.*)

Tommy Hilfiger USA, Inc., 80 F.3d 749 (2d Cir. 1996); see also SEC v. ETS Payphones, 408 F.3d 727, 735 (11th Cir. 2005) (finding it proper to all of the defendant's assets, because it was necessary to preserve sufficient funds for the potential disgorgement in the case).

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

In light of the illicit nature of the counterfeiting business and the ability of counterfeiters to practically eliminate their evidentiary trails by conducting their business entirely over the Internet, courts in the Eleventh Circuit, among others, have particularly noted the significance of such asset restraints in cases involving counterfeiting defendants. See, e.g. Levi Strauss & Co. v. Sunrise Int'l Trading, 51 F.3d 982 (11th Cir. 1995); Reebok Int'l Ltd. v. Marnatech Enter., 737 F. Supp. 1521 (S.D. Cal. 1989), aff'd, 970 F.2d 552 (9th Cir. 1992). In Levi Strauss, the Eleventh Circuit upheld an order granting an asset restraint against an alleged counterfeiter where the complaint included a request for a permanent injunction and the equitable remedy of disgorgement of the alleged counterfeiter's profits under 15 U.S.C. § 1117. Levi Strauss, 51 F.3d at 987. Distinguishing Levi Strauss from two earlier cases not involving Lanham Act claims, the Court emphasized the necessity of the restraint holding that a “request for equitable relief invokes the district court's inherent equitable powers to order preliminary relief, including an asset freeze, in order to assure the availability of permanent relief.” Id. citing Federal Trade Commission v. United States Oil and Gas Corp., 748 F.2d 1431, 1433-34 (11th Cir. 1984) (district court may exercise its full range of equitable powers, including a preliminary asset restraint, to ensure that permanent equitable relief will be possible). Indeed, courts may issue broad asset restraints to preserve the availability of permanent relief, including assets that are not directly traceable to the fraudulent activity that serves as a basis for the equitable relief requested. See S. E. C. v. Lauer, 445 F. Supp. 2d 1362, 1370 (S.D. Fla. 2006) (noting that there is no requirement for the restrained assets be traceable to the fraudulent activity

underlying a lawsuit); Levi Strauss & Co. v. Sunrise Int’l Trading, 51 F.3d at 987-88 (upholding asset restraint, including assets not linked to the profits of the alleged illegal activity, noting the defendants may request the court exempt any particular assets); Kemp v. Peterson, 940 F.2d 110, 113-14 (4th Cir. 1991) (district court may restrain assets not specifically traced to illegal activity). In cases in this district substantially similar to this matter, this Court and others have entered the precise relief sought herein.<sup>13</sup>

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

Using the power to issue provisional remedies ancillary to their authority to provide final equitable relief, numerous courts have granted orders restraining defendants from transferring their assets under trademark infringement claims. See, e.g., Levi Strauss, 51 F.3d at 987; Reebok Int’l

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<sup>13</sup> See e.g., Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 21-cv-60813-RAR (S.D. Fla. Apr. 19, 2021) (Order granting TRO, requiring financial institutions to identify defendants’ payment accounts and to restrain the funds in those accounts to preserve assets to satisfy plaintiff’s requested relief); Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 21-cv-60308-RAR (S.D. Fla. Feb. 9, 2021) (same); MPL Communications Limited v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 20-cv-61418-RAR (S.D. Fla. July 17, 2020) (same); adidas AG v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 20-cv-61146-RAR (S.D. Fla. June 16, 2020) (same). See also Mycoskie, LLC v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, No. 19-60518-CIV-BLOOM, 2019 U.S. Dist. LEXIS 79803 (S.D. Fla. Mar. 1, 2019) (same).

Ltd., 970 F.2d at 559. Moreover, to provide complete equitable relief, courts have granted such orders without providing notice to the defendants. Specifically, federal courts have held that where advance notice of an asset restraint is likely to cause a party to alienate the assets sought to be restrained, a temporary restraining order may be issued *ex parte*. See F.T. Int'l Ltd v. Mason, 2000 WL 1514881 \*3 (E.D. Pa. 2000) (granting *ex parte* TRO restraining defendants' bank accounts upon finding that advance notice would likely have caused the defendants to secret or alienate funds); CSC Holdings, Inc. v. Greenleaf Elec., Inc., 2000 WL 715601 (N.D. Ill. 2000) (granting *ex parte* TRO enjoining cable television pirates and restraining pirates' assets).

In this case, Defendants' blatant violations of federal trademark laws warrant an *ex parte* order restraining the transfer of their ill-gotten assets. Moreover, as Defendants' businesses are conducted anonymously over the Internet, Chanel has additional cause for *ex parte* relief, as Defendants may easily secret or transfer their assets without the Court's or Chanel's knowledge.

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

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

**IV. CONCLUSION**

In view of the foregoing, Plaintiff, Chanel, Inc., respectfully requests this Court grant its *Ex Parte* Application and enter a temporary restraining order as to Defendants in the form submitted herewith and schedule a hearing on Plaintiff's Motion for a Preliminary Injunction before the expiration of the temporary restraining order. Additionally, in the event the application is granted, Chanel respectfully requests the Court permit the parties, including witnesses, to appear and testify as necessary telephonically at the hearing on Plaintiff's Motion for a Preliminary Injunction, in accordance with Administrative Order 2021-50. Furthermore, due to the time provisions of a temporary restraining order, in the event the application is granted, Chanel respectfully requests the Court provide a copy of the order to Chanel's counsel via e-mail at [stephen@smgpa.net](mailto:stephen@smgpa.net) so that Chanel may immediately effectuate any relief ordered therein and provide Defendants' proper notice of the order and any subsequent hearing date.

DATED: June 29, 2021.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

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Attorneys for Plaintiff, CHANEL, INC.

**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 <sup>14</sup>	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	lareinagu77@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				

<sup>14</sup> 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 pw-fcea6e16dc0a432c610c581efc46421c@privacyguardian.org	
27	areaglam.com	falcosstore10@gmail.com			info@areaglam.com areaglam.com@contactprivacy.com	
28	blessedbedding.com	ntuan8438@gmail.com			support@blessedbedding.com 9028c8495a7f4d5faf28c016c0a6b593.protect@withheldforprivacy.com	
29	bolsoslvchanel.com	jhostyndiaz25@gmail.com				
30	depurses.ru aka purse inspiration	keanyongtan91@gmail.com			WhatsApp: 60165425482 WhatsApp: 8618666021721 desacpurse@gmail.com	
31	dtcbags.com	pp869788680@jackwzm.cn			WhatsApp: +1 561-292-9603 service@dtcbags.com	
32	extrain.com	lehuephuong46933@gmail.com			support@extrain.com	
33	lemaisonparis.com	jabouzasrendal@icloud.com			order@lemaisonparis.com 5c3b7666f422406eafef70ba1ba5df12.protect@whoisguard.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			offstreetunit.com@contactprivacy.com	
37	todadivaofficial.com	sales@todadivaofficial.com			info@todadivaofficial.com todadivaofficial.com@contactprivacy.com	
38	wereplica.com	ulisfyha@gmail.com			wereplica@gmail.com	
39	womyshop.com	kristinbazar99@gmail.com			WhatsApp: +1(579) 390-3848 womyshop21@gmail.com 8b5d341c44894bc781a944311307f9b7.protect@withheldforprivacy.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	raretail.com	hotsstore@hotmail.com	Sunoutdoor Co.,		service.acx@gmail.com	www.facebook.co

			Ltd.		customer01@shopify-service.com	m/Raretail-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 Liangdong 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	jiyuanm.com	foshanaoke001@163.com	佛山市顺强建材有限公司 (Foshan Shunli Building Material Co., Ltd.)		info@jiyuanmei.com 2911800416@qq.com jiyuanm.com@contactprivacy.com	
42	esunnily.com		佛山市顺强建材有限公司 (Foshan Shunli Building Material Co., Ltd.)		info@esunnily.com esunnily.com@contactprivacy.com	
43	vkrijewelry.com	2738429873@qq.com	深圳市豪佳杰贸易有限公司		service@vkrijewelry.com pw-e3e30172429068a3e24c72e5e	



			(Shenzhen Haojiajie Trading Co., Ltd.)		dd81db6@privacyguardian.org	
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 aililady.com@contactprivacy.com	
45	genilicaa.com	wenhaotc2022@163.com	深圳市信速进出口有限公司 (Shenzhen Xinsu Import and Export Co., Ltd.)		contact@genilica.com genilicaa.com@contactprivacy.com	
46	lifefashionday.com	ppvt2020@gmail.com	Nguyen Nhat Vu		support@lifefashionday.com 96c63f7b84fa4f048187dfb24cc8d1a0.protect@whoisguard.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		
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86	Kate.Se	5fcfa4ce0178d2fdf240cbfc		6013982aac36371ccd8679a3		
87	KevinAlvab	5e93bba6d10744003e451ab0		605414b3aa0ad4d1ccd709e1		
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90	loiSaif5	Merchant ID: 5f7c9704e314d8babc01b7de PayPal Account: 329483790@qq.com		606bc83a940b4d7a22d8f422	WhatsApp: +86 15294557196	
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93	nds jagvdilsfjkdnxbhfgxngtngf	606d702c9117791683babd51		6074442f63be3930e8f02ba0		
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114	AngelaZebulonx aka amy0515	5ea76c023f2e0c37f197452c		5fd74dcf723199ce3f36aff1	WhatsApp: +8617394977655	
115	Annestephanie	607efe628b131abe8003abce		609ccb5b9941d9c590bca763		
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191	Bebidasrapidas	6096e47c30cddfb45cb6db0a	60b79a4fce56abc1e82d8ccb
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229	QuintinaSandyuQeN	5e75bb632d03dd0740a14a77	60b9b020210c6d774d730ea4		
230	Revel Windmill	60956d91f3cd39807a951c0b	60b6f4f080395d66fbbff34c		
231	RobinJimmy	5ff3bbff4361b905f45df1c6	6031351b82c6a8c03874c979		
232	RoyBaldwinrNhU	5e97ebd1654fc14a41e47234	60b9a4b99805a140ca978c72		
233	shfdjafghsfjfhws	6072ca4a67b2fce241a7e9f1	60a7522227c02fd69f738fb5		
234	shfjkwhwkfwjhfwf	6072bf286dcdfa0440727f0a	60a735c81b0738865eaaeff9		
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	6002789381125242282094c b		60bdf644745de972e55e8 58e		
244	WSNBB world	60507bcd3d2d6a21822dedf0		60bdaa6703e2eac0e7b80 331		
245	wuzhichao0201	60a9c7f48b8e79b8002cc5db		60b8e81c1edcc7a3074c7 92e		
246	Yethat	6092a7768fd4947b8c198f75		60b6075841a446cf49062 b0e		
247	yinweiyu	607157d70e3b29802fd44035		60b871d09805a1858e979 77d		
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_jkshfkd	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	jsm_shoes	21601207		643869233		
275	Kanyeshoes350_014	Store No. 21563374 PayPal Account: e18059566122@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: yunjiwsecsy@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		
	John shoes and bags factory					
326	aka promotionking	21552685		633303513		
327	joo8277	21581520		688753768		
328	jooobag	21663539		689961632		
329	ladysbag999	21586939		597859624		
330	leochan16	20216802		582041117		
331	luxurybags06	21657177		689950746		
	Luxuryhanbags					
332	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		