

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 21-CV-61893-RAR

SPECIALIZED BICYCLE COMPONENTS, INC.,

Plaintiff,

v.

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

Defendants.

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**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 Specialized Bicycle Components, 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.

**BACKGROUND**<sup>1</sup>

Plaintiff Specialized Bicycle Components, 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 (“Specialized Marks”):

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<sup>1</sup> 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 6–8].

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Class / Goods</b>
SPECIALIZED	1,378,009	January 14, 1986	IC 012. Bicycle components and accessories; namely, tires, cables, tubes, cable housings, handlebars, stems, frames, stayguards.
EPIC	1,496,698	July 19, 1988	IC 12. Bicycles.
	1,515,498	December 6, 1988	IC 025. Bicyclists' shoes and clothings, namely shorts, socks, and jerseys.
SPECIALIZED	1,529,532	March 14, 1989	IC 009. Protective helmets for bicyclists
BODY GEOMETRY	2,427,076	February 6, 2001	IC 028. Bicycle gloves.
BODY GEOMETRY	2,429,939	February 20, 2001	IC 028. Bicycle saddles.
TARMAC	2,854,592	June 15, 2004	IC 12. Bicycles.
S-WORKS	2,940,114	April 12, 2005	IC 012. Bicycles and bicycle frames.
ROVAL	2,955,370	May 24, 2005	IC 012. Bicycle parts, namely wheels.
	3,183,096	December 12, 2006	IC 012. Bicycles, and bicycle parts and accessories, namely, bicycle frames, bicycle pumps, inner tubes, tires, saddles, handlebar grips, handlebar safety pads, handlebars, handlebar tape, brake levers, handlebar stems, seat posts, and water bottle cages.
	3,290,139	September 11, 2007	IC 009. Bicycle helmets; computing devices for bicyclists to measure time, distance, and velocity.

SPECIALIZED	3,293,615	September 18, 2007	IC 009. Bicycle helmets; computing devices for bicyclists to measure time, distance, and velocity.
SPECIALIZED	3,942,515	April 12, 2011	IC 025. Bicyclists' shoes and clothing, namely, shorts, socks and jerseys.
S-WORKS	3,957,466	May 10, 2011	IC 009. For protective clothing, footwear and headgear for wear by bicyclists for protection against accident or injury; cycling helmets.
⚡	3,988,743	July 5, 2011	IC 025. Bicycle gloves
⚡	3,989,153	July 5, 2011	IC 009. Protective body armor. IC 025. Clothing, namely, shirts, t-shirts, tops, base layers, jackets, jerseys, shorts, padded shorts, pants, sweat pants, tights, vests, socks, arm warmers, knee warmers, headwear, and footwear.
⚡	3,989,154	July 5, 2011	IC 012. Pannier bags for bicycles, namely, seat bags. IC 018. Bags, namely messenger bags, sport bags, backpacks, duffel bags and travel bags.
VENGE	4,016,727	August 23, 2011	IC 012. Bicycles and bicycle frames.
SPECIALIZED	4,019,600	August 30, 2011	IC 018. Bags, namely, messenger bags, sport bags, back packs, duffel bags, travel bags.
SPECIALIZED	4,019,602	August 30, 2011	IC 025. Clothing, namely, footwear, shirts, t-shirts, tops, socks, jackets, base layers, shorts, padded shorts, pants, sweat pants, tights, vests, arm warmers, knee warmers, headwear, gloves, namely, cycling gloves and outdoor gloves.
<b>S-WORKS</b>	4,254,076	December 4, 2012	IC 012. Bicycles and bicycle frames

See Declaration of Andrew Love [ECF No. 6-2] ¶ 4. The Specialized Marks are used in connection with the design, marketing, and distribution of high quality goods in the categories identified above. *See id.* at ¶¶ 4-5.

Defendants, by operating Internet based e-commerce stores via Internet marketplace platforms under their seller identification names and/or commercial Internet websites under their domain names identified on Schedule “A”<sup>2</sup> (“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 Specialized Marks. *See* Love Decl. ¶¶ 11–14; Declaration of Virgilio Gigante [ECF No. 6-3] ¶ 2; Declaration of Kathleen Burns [ECF No. 6-4] ¶ 4; Burns Decl. Comp. Ex. 1 [ECF Nos. 6-5 through 6-8].

Although each Defendant may not copy and infringe each Specialized 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 Specialized Marks. *See* Love Decl. ¶¶ 11–14; 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 Specialized Marks. *See* Love Decl. ¶¶ 9, 14.

Plaintiff’s counsel retained Invisible Inc (“Invisible”), a licensed private investigative firm, 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* Love Decl. ¶ 12; Gigante

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<sup>2</sup> 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.”

Decl. ¶ 2; Burns Decl. ¶ 3. Invisible accessed the e-commerce stores and websites operating under Defendants' Seller IDs 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 Specialized Marks at issue in this action, and requested each product be shipped to the Southern District of Florida. *See* Burns Decl. ¶ 4 and Comp. Ex. 1 thereto.

Each order was processed entirely online and following submission of the orders, Invisible 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> which are identified on Schedule "A" hereto.<sup>6</sup> *See* 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 some of the products received, were sent to

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<sup>3</sup> Invisible was instructed not to transmit the funds to finalize the sale for the orders from most of the Defendants so as to avoid funding Defendants' coffers. *See* Gigante Decl. ¶ 2, n.1; Burns Decl. ¶ 4, n.2.

<sup>4</sup> Defendant Numbers 54–60, who operate via commercial Internet websites and Defendant Numbers 61–66, who operate via the non-party e-commerce marketplace platform, eBay.com, use money transfer and retention services with PayPal, Inc. ("PayPal"). The respective payment accounts received for these Defendants is listed on Schedule "A." *See* Burns Decl. ¶ 4, n.3.

<sup>5</sup> Defendant Numbers 1–7 operate via the non-party e-commerce marketplace platform, DHgate.com, and have their payments processed on their behalf using DHpay.com, which is a third-party payment service provided to merchants using DHgate.com. Defendant Numbers 8–53 operate via the non-party e-commerce marketplace platform AliExpress.com, and have their payments processed on their behalf using Alipay, which is a third-party payment service provided to merchants using AliExpress.com. Defendant Numbers 67–81 operate via the non-party e-commerce marketplace platform, Amazon.com. Amazon.com is an e-commerce marketplace that allows merchants to conduct their commercial transactions privately via Amazon's payment processing and retention service, Amazon Payments, Inc. Defendant Numbers 82–87 operate via the non-party e-commerce marketplace platform Joom.com, which is operated by SIA Joom. Defendant Numbers 88–131 operate via the non-party e-commerce marketplace platform, Wish.com ("Wish"), which is operated by ContextLogic Inc. ("ContextLogic"). And Defendant Numbers 132–149 operate via the non-party e-commerce marketplace platform Redbubble.com, which is operated by Redbubble, Inc. As such, the payment information for these Defendants is not publicly disclosed and list the respective marketplace platform payee instead. *See* Gigante Decl. ¶¶ 4–5, 7–10; Burns Decl. ¶ 4, n.3.

<sup>6</sup> The e-mail addresses provided by certain Defendants in connection with their respective Seller IDs and Subject Domain Names are included in Schedule "A" annexed hereto. *See* Burns Decl. ¶ 4, n.4.

Plaintiff's representative for inspection. *See* Burns Decl. ¶ 4; Gigante Decl. ¶ 2; Love Decl. ¶ 13. Plaintiff's representative reviewed and visually inspected the detailed web page captures and photographs reflecting Plaintiff's branded products identified and captured by Invisible and determined the products were non-genuine, unauthorized versions of Plaintiff's products. *See* Love Decl. ¶ 14.

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

B. Because of the infringement of the Specialized 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 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 and e-commerce store account data and content, change payment accounts, redirect consumer traffic to other seller identification names 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 Specialized 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 Specialized 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 Specialized 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 Specialized 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 Specialized Marks or any confusingly similar trademarks, on or in connection with all Internet based e-commerce stores and Internet websites owned and operated, or controlled by them, including the Internet based e-commerce stores 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 Specialized 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 and Internet websites registered, owned, or operated by each Defendant, including the Internet based e-commerce stores 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 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 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 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) 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, 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"), Worldpay US, Inc. ("Worldpay"), Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, Amazon Payments, Inc. ("Amazon"), PayPal, Inc. ("PayPal"), SIA Joom, which operates the Joom.com platform ("Joom"), ContextLogic, Inc., which operates the Wish.com website ("ContextLogic"), Redbubble, Inc., which operates the Redbubble.com platform ("Redbubble"), 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 and Internet websites operating under the Seller IDs and Subject

Domain Names, the payment accounts, merchant 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.

(8) 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, AliExpress, Ant Financial Services, Alipay, WorldPay, Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, Amazon, PayPal, Joom, ContextLogic, Redbubble, 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, AliExpress, Ant Financial Services, Alipay, WorldPay, Dunhuang Group which operates the

DHgate.com and DHPay.com platforms, Camel FinTech Inc, Amazon, PayPal, Joom, ContextLogic, Redbubble, 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.

(9) 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.

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

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

(12) 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.

(13) 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 **September 21, 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.

(14) **A telephonic hearing is set before this Court on September 21, 2021, at 10:30 A.M. at which time Defendants and/or any other affected persons may challenge the appropriateness of this Order and move to dissolve the same and at which time the Court will hear argument on Plaintiff's requested preliminary injunction. **The parties are instructed to call 1-877-402-9753 by no later than 10:25 A.M. on September 21, 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.****

(15) 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 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 or the registrar of record for each of the Seller IDs and Subject Domain Names so that the marketplace platform 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/1a11sx9/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/1a11sx9/index.html>, or by other means reasonably calculated to give notice which is permitted by the Court.

(16) 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 platforms, financial institutions, payment processors, banks, escrow services, or money transmitters, including but not limited to, AliExpress, Ant Financial Services, Alipay, WorldPay, Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, Amazon, PayPal, Joom, ContextLogic, Redbubble, 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.

(17) 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.

(18) 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.").

(19) Under Federal Rule of Civil Procedure 65(b)(2), this Temporary Restraining Order expires at **10:30 A.M.** on **September 21, 2021**, unless extended for good cause.

**DONE AND ORDERED** in Fort Lauderdale, Florida, this 14th day of September, 2021.

A handwritten signature in black ink, appearing to read 'Rodolfo A. Ruiz II', written in a cursive style.

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**RODOLFO A. RUIZ II**  
**UNITED STATES DISTRICT JUDGE**



**SCHEDULE "A"**  
**DEFENDANTS BY NUMBER, SELLER ID, SUBJECT DOMAIN NAME,**  
**FINANCIAL ACCOUNT INFORMATION, INFRINGING PRODUCT**  
**NUMBER, AND ADDITIONAL E-MAIL ADDRESS**

<b>Defendant Number</b>	<b>Defendant / Seller ID / Subject Domain Name</b>	<b>Financial Account Information: Merchant Number / Payment Account</b>	<b>Infringing Product Number</b>	<b>Additional E-mail Address</b>
1	Bike88	20651473	403605795	
2	Carlt	20245026	487332902	
3	He7796201	20274949	470828729	
4	Leerunbike136	21521145	558517288	
5	Lp20170720	20748195	480742342	
6	nike4202	21562431	689727318	
7	zhehua	21458327	656388371	haley@haleylan.com
8	100% carbon flarge welfare Store	5606376	4000842528057	
9	2021 carbon bike shop Store	911716312	1005002468001313	
10	Bruce Outdoor Equipment Store	5563225	4000584865137	
11	Carbon disc frame wheels store	5427128	1005002607043935	
12	carbon factory Store	5589331	4000691208057	
13	carbon OEM bike	1951993	32798006346	
14	Carbon rack store Store	911871411	1005002563879141	
15	Carbon Wheels Outlet Store	5380087	1005002442237630	
16	Championship bike Store	911612241	1005002217639066	
17	Customize Socks Factory Store	911727090	1005002313325407	
18	Cycling workshop Store	2813006	4000091065266	
19	Electric Horseman Store	2942066	1005001500056901	
20	ellie zhang's store	610230	1005002073944295	
21	EN Quality Bike Store	4989117	1005002446767117	chris@haleylan.com
22	Factory direct operation Store	5058356	4001122649292	
23	Flawless quality carbon products Store	911836533	1005002506833514	
24	Go Rides Coalition Store	911667344	1005002277669532	shirley@championcyclingsell.com
25	High Quality Bike Store Store	5421187	4000346123657	mark@bicycle69.com

26	High quality frame wheels store Store	5594277	4000665590490	mark@haleylan.com
27	High-quality carbon product wheel frame Store	911785272	1005002429982921	
28	jenson bike Store	3259051	32843029828	
29	Jinxin movement Store	5789409	4001126843138	
30	Made in Taiwan Store	911614803	1005002237477889	
31	OBM bike Store	911915010	1005002575061658 1005002616031874 1005002586537292	
32	OBM Commission Cycling Store	5579162	4000581450189	
33	QJ carbon Store	910725068	1005001786948599	
34	Shop3112018 Store	3112018	1005001625170454	
35	Shop4149003 Store	4149003	4001348192728	
36	Faster Shipping Store a/k/a Shop4415005 Store	4415005	32993185652	
37	Shop3185027 Store	3185027	1005002889395048	
38	Shop5007138 Store	5007138	1005002486047906	
39	Shop5077011 Store	5077011	1005002361859689	
40	Shop5276005 Store	5276005	4000386365423	
41	Shop5883069 Store	5883069	4001210904470	
42	Socks Factory Store	5586325	4000735622440	
43	sunhaoyu Store	3116004	32949892732	
44	Taiwan carbon factory Store	3899038	1005002547263493	
45	UCI Store	5790922	4001066977250	
46	Ultralight carbon factory Store	4386059	1005002098468672	
47	Ultralight Cycling / Bike Store	3622146	4000351930689 1005002577866378 1005002577473039	
48	WeChat15267953054 Store	5958045	1005001864555954	
49	Xiangri watch store Store	5884493	1005002547124612	
50	xuelongmao Store	910558280	1005002432328209	
51	YI WU China Store	4992185	4000592394096	
52	YI YO Store	3678020	1005001988019076	
53	Yun Fan E-commerce Co., Ltd Store	5115105	4000102096209	
54	allstarbicycle.com			allbestbicycle@gmail.com
54	obmbicycle.com			allbestbicycle@gmail.com

55	amazon-alibaba-ebay.com	q_feng@126.com		cherryhyang@126.com 68534150@qq.com
56	cyclingeasy.com			info@CyclingEasy.com
57	ebikejerseys.com	payment@eeriding.com		service@ebikejerseys.com
57	ecyclingjersey.com	payment@eeriding.com		service@ecyclingjersey.com
58	galleon-bs.myshopify.com	jlekj@sina.com		cassie@galleon-bs.cn ysxkh@163.com
59	radfahrens.com	goecycling@outlook.com		service@radfahrens.com
59	radteamtrikot.com	goecycling@outlook.com		service@radteamtrikot.com
60	shopsfashion2021.ru	binhong7736890@yeah.net		online@customerserviceface.com
61	76pengda	pengdafei983@163.com	124604304542	
62	7flyonsky	bluegiantbay02@163.com	313433396782	
62	blueriverflow	bluegiantbay02@163.com	193876598745	
62	giantvic	bluegiantbay02@163.com	233946669100	
63	bluelans14	sda@chinalogas.com	233909153570	
63	galleonl12	sda@chinalogas.com	313438822274	
64	hsw888	haisongwei01@163.com	203234082394	
65	kffyuj	dghhknnv@163.com	153913668328	
66	shark0078	shark0078@libero.it	164042192829	
67	Cora Jenny	A37ATZV55UBOQL	B08FY3R34B B08FYDB9C7	
68	Da Kang is me	A2M46H1N61UJLT	B07T28XP5T	
69	Foshan Pinglei Trading Co., Ltd	A1Q2WQA8XL41WZ	B08CDX45DB B08CDXLNVC	
70	guolisibaihuodian	A3VXLBFA4X5QA7	B08CDY44VH	
71	J&L US	AFLAGC8UWTN2B	B08CDVKFT3 B08CDXLNVC	
72	KW-TOP	A1O9XD4LXVM6KR	B087362VV3	
73	NAWING	AAHK6COV2JVKB	B08736K6GS B087366V84	
74	Owen Moll	A2D7AC50LXQ5EA	B08CDWCVFJ B08CDX6JVD	
75	R Star	A3KIOOQQUTSYAA	B08772W71V	
76	Saborz	APDHXNPRCZOHC	B089KDB4V7 B089KFR8TX	
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79	Wepread	A1RTWGF5PPT2J	B07V1F897L	
80	Wosear Sports	A1V61JY1R8HQPG	B07WGKS38P B07WQ39GK8 B07WFKYKY9	
81	Xu&ZoneUS	A3SXBHC7I53BI2	B08CDWT35H	
82	baby 1990	60d58223321a573f2e370a66	60e3d506f08378010 645bf0e	291081068@qq.com
83	Cycling code-01	5f5b29af595cd9030642497b	5f5c3d5c3d9760010 7ce0345	279637983@qq.com
83	Jersey a/k/a Jersey Shop	5f5ae419f0cafd0307225c9d	5f71902dd1f3fd0106 86331b	279637983@qq.com
83	Sports Equipage 2 a/k/a Sports Equipage store	5ecdf4ca8b2c3703013f5574	5ece104a8b2c37010 1491d56	279637983@qq.com
83	Sportswear	5da0250f1436d40301864ad8	5fd842fcf127e90106 eac506	279637983@qq.com
83	Tunsechy	5da54e6c1436d40301e73354	5f373bfbfd699ed0106 7c9058	279637983@qq.com
84	Cycling Equipment Alliance	5b723ce28b2c3703c1947cfd	5d9215fd8b2c37010 16f3dfc	876484031@qq.com
85	Key Biker	60c9a0b2b3c9fd0cf6469f1d	60cfef2682b8d30199 e03d52	fanquantao@sina.com
86	Outdoor sportswear	60deb25a8076664562ccc177	60f7ba8962d7b8016 a9eb838	249838926@qq.com
87	Professional Cycling Factory	60cc21b976819de320aa4791	60dbdbb5692ad4018 bf9f8bc	yubing978@163.com
88	23uxi5uxi0	5e9bbb737000cb2dc0b83350	5f70021a7c8e87057 9221039	
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90	Anderson363	5fad99460870fc34246ac09e	5fcb33747699d9027 49e3efb	
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94	denglifang7890	600148fe54836d6e1b2edb00	60701f87c325a4c06c 4009f5	
95	duanxinyun77	60951be28834543e7e436de1	60b1b3245ea4f41ac8 aff9b5	
96	ebupeatarfan	5e9aa83a2405fbc22c4a3f9	5f7dc88056dd661b6 38abd7d	
97	emily.cartwright	5f534c479f843f6909eaa4ce	607fddf47aa74bd910 c1f103	

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102	gfdsunhao	5ac31272e0538836003d6077	5f547f84ebaa5549382be6b8
103	Houston's District F	600c85c2338f832501ad7aa4	605972a9f115a2b990bd9ea0
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106	inversiones carlos	5f6322a6315629f8b8b73464	5f789947713e30274f82a125
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127	Wmpshop	59983e80eea5c50d5a2e7f74	5cee3ea119fa2c082b1f4019	
128	yangxiumei1235	6062d3fced4e8c7007ac2dcd	60adc27de4d54e998a7a061e	
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133	givun717	<a href="https://www.redbubble.com/people/givun717/shop">https://www.redbubble.com/people/givun717/shop</a>	Specialized-by-givun717/67076750	
134	hijodan	<a href="https://www.redbubble.com/people/hijodan/shop">https://www.redbubble.com/people/hijodan/shop</a>	Specialized-by-hijodan/75990845	
135	hilboy	<a href="https://www.redbubble.com/people/hilboy/shop">https://www.redbubble.com/people/hilboy/shop</a>	Specialized-Bicycle-by-hilboy/57711601	
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