

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-61668-CIV-ALTMAN/Hunt

YETI COOLERS, LLC,

Plaintiff,

vs.

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

Defendants.

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

THIS MATTER comes before the Court on the Plaintiff’s *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets (“Application”) [ECF No. 6]. The Plaintiff, YETI Coolers, LLC (“Plaintiff”) moves *ex parte*, for entry of a temporary restraining order against Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on Schedule “A” hereto (collectively “Defendants”), and an order restraining the financial accounts used by the Defendants, pursuant to 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, and The All Writs Act, 28 U.S.C. § 1651(a).

The Court has carefully considered the Application, the record, and the governing law. For the reasons stated below, the Plaintiff’s *Ex Parte* Application for Temporary Restraining Order [ECF No. 6] is **GRANTED**.

I. Factual Background¹

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

| Trademark | Registration Number | Registration Date | Class(es) / Good(s) |
|----------------------|----------------------------|--------------------------|--|
| YETI | 3,203,869 | January 30, 2007 | IC 021 – Portable Coolers |
| YETI COLSTER | 4,833,419 | October 13, 2015 | IC 021 – Stainless Steel Drink Holders |
| YETI RAMBLER COLSTER | 4,871,725 | December 15, 2015 | IC 021 – Stainless Steel Drink Holders |
| COLSTER | 4,883,074 | January 5, 2016 | IC 021 – Stainless Steel Drink Holders |
| RAMBLER | 4,998,897 | July 12, 2016 | IC 021 – Jugs |

¹ The factual background is taken from the Plaintiff’s Complaint, *Ex Parte* Application for Temporary Restraining Order, and supporting Declarations submitted by the Plaintiff.

| Trademark | Registration Number | Registration Date | Class(es) / Good(s) |
|-----------|---------------------|-------------------|--|
| RAMBLER | 5,233,441 | June 27, 2017 | IC 021 - Beverageware; cups; drinking glasses; tumblers for use as drinking vessels; jugs; mugs; temperature-retaining drinking vessels; storage containers for household or domestic use, namely, vacuum container for hot or cold food and drink; beer growlers; insulated food and drink containers; stainless steel tumblers for use as drinking vessels; stainless steel drinking glasses; stainless steel beverageware; drinking straws. |

(See Declaration of Jeni Zuercher in Support of Plaintiff’s Application for Temporary Restraining Order (“Zuercher Decl.”) ¶¶ 4-5; see also United States Trademark Registrations for the YETI Marks at issue attached as Composite Exhibit 1 to the Complaint.) The YETI Marks are used in connection with the manufacture and distribution of quality goods in the categories identified above. (See *id.* ¶¶ 4-5.)

Defendants, through the commercial Internet websites, social media account and e-commerce stores operating via social media and Internet marketplace platforms under the domain names and seller identification names identified on Schedule “A” hereto (the “Subject Domain Names and Seller IDs”), have advertised, promoted, offered for sale, or sold goods bearing what Plaintiff has determined to be counterfeits, infringements, reproductions and/or colorable imitations of the YETI Marks. (See Zuercher Decl. ¶¶ 10-14; Declaration of Stephen M. Gaffigan in Support of Plaintiff’s Application for Temporary Restraining Order (“Gaffigan Decl.”) ¶ 2; Declaration of Kathleen Burns in Support of Plaintiff’s Application for Temporary Restraining Order (“Burns Decl.”) ¶ 4.)

Although each Defendant may not copy and infringe each YETI 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 YETI Marks. (*See* Zuercher Decl. ¶¶ 10-14.) Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the YETI Marks. (*See id.* ¶¶ 10, 13-14.)

Plaintiff's counsel retained Invisible Inc ("Invisible"), a licensed private investigative firm, to investigate the promotion and sale of counterfeit and infringing versions of YETI branded products by Defendants and to obtain the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit versions of YETI branded merchandise through the Seller IDs. (*See* Zuercher Decl. ¶ 12; Burns Decl. ¶ 3; Gaffigan Decl. ¶ 2.) Invisible accessed the Internet websites, social media account, and Internet based e-commerce stores operating under the Subject Domain Names and Seller IDs and downloaded web page captures reflecting samples of each Defendant promoting and offering for sale goods bearing and/or using counterfeits of, at least, one of the YETI Marks at issue in this action. (*See* Burns Decl. ¶ 4.)

As part of the investigation, Invisible placed orders via the Subject Domain Names and Seller IDs for the purchase of a YETI-branded product, all² bearing and/or using counterfeits and infringements of at least one of YETI's trademarks at issue in this action, and requested each product to be shipped to Invisible's address in the Southern District of Florida. (*See* Burns Decl. ¶ 4 and Comp. Exs. 1 through 6 thereto.) Each order was processed entirely online and following submission of the orders, Invisible received information for finalizing payment³ for the

² Several Defendants blurred-out and/or physically altered the images of the YETI Marks on the products being offered for sale via their e-commerce stores. The products Invisible received from these Defendants bear the YETI Marks in their entirety. (*See* Burns Decl. ¶ 4, n.1.)

³ Invisible was instructed not to transmit the funds to finalize the sale for the order from certain

various products ordered via Alipay, Amazon Payments, Inc., and PayPal, Inc. (“PayPal”)⁴ to Defendants’ respective financial accounts and/or via Defendants’ respective payee,⁵ as identified on Schedule “A” hereto.⁶ *See id.* At the conclusion of the process, the detailed web pages captures⁷ and images of the various YETI branded products promoted and offered for sale via the Subject Domain names and Seller IDs, together with photographs of some of the products

Defendants so as to avoid adding additional funds to Defendants’ coffers. (*See* Gaffigan Decl. 2, n.1; Burns Decl. ¶ 4, n.2.)

⁴ Defendant Numbers 1-3 and 8-20 use money transfer and retention services with PayPal. (*See* Zuercher Decl. ¶ 11; Gaffigan Decl. ¶ 7; Burns Decl. ¶ 4, n.5.) Defendant Number 21 operates via the social media platform, Facebook.com, and uses money transfer and retention services with PayPal. (*See* Burns Decl. ¶ 4, n.5.) Upon completion of Invisible’s purchase from Defendant Number 11 operating via eBay.com, Invisible discovered that the PayPal receipt received did not identify this Defendant’s PayPal financial account in the form of an e-mail address. However, the receipt identifies the Transaction Identification Number (“Transaction ID”) for the purchase made from this Defendant’s Seller ID and PayPal is able to identify a PayPal account using the Transaction ID. (*See* Burns Decl. ¶ 4, n.5.)

⁵ Defendant Number 4 operates via the non-party Internet marketplace platform, AliExpress.com, and has its payments processed on its behalf using Alipay. Defendant Numbers 5-7 operate via the non-party Internet marketplace platform, Amazon.com and have their payments processed on their behalf using Amazon’s payment processing and retention service, Amazon Payments, Inc. As such, these Defendants’ payment information is not publicly disclosed. (*See* Gaffigan Decl. ¶¶ 5-6; Burns Decl. ¶ 4, n.3-4.)

Additionally, the payee for the orders placed from Defendant Numbers 22-23 identifies “Joom USA Inc,” which is the aggregate PayPal account for purchases made via Joom.com. (*See* Burns Decl. ¶ 4 n.6; Gaffigan Decl. ¶ 8.) The Joom.com platform itself is not the ultimate merchant, but it can tie a particular Seller ID using the seller’s unique merchant identification number to a reported transaction and identify the merchant’s funds held within the aggregate account. (*See* Gaffigan Decl. ¶ 8.)

⁶ The customer service e-mail addresses identified for certain Defendants are also included in Schedule “A” hereto. (*See* Burns Decl. ¶ 4, n.7.)

⁷ The web pages captured and downloaded by Plaintiff’s counsel’s office, Stephen M. Gaffigan, P.A., identifying the Seller Identification Number, Store Name and/or Store Number for certain Defendants are included in Comp. Exs. “1” and “6” to the Burns Decl.

received, were sent to YETI's representative for inspection. (*See* Gaffigan Decl. ¶ 2; Zuercher Decl. ¶ 12.)

Additionally, YETI accessed the websites operating under Defendant Numbers 1-2's Subject Domain Names. (*See* Zuercher Decl. ¶ 11.) Upon accessing the websites, YETI was able to view products bearing and/or using at least one of the YETI Marks, add products to the online shopping cart, proceed to a point of checkout, and otherwise actively exchange data with each website. *Id.* YETI then placed an order via Defendant Numbers 1-2's Subject Domain Names for the purchase of various products bearing and/or using counterfeits and infringements of at least one of the YETI trademarks at issue in this action and YETI received information for finalizing payment for the products ordered from Defendant Numbers 1-2 via PayPal, Inc. ("PayPal") to Defendants' respective PayPal accounts. At the conclusion of the process, YETI downloaded the web pages reflecting the YETI branded products YETI ordered via Defendant Numbers 1-2's Subject Domain Names. *Id.* and Comp. Ex. 1 thereto.

Plaintiff's representative reviewed and visually inspected the detailed web page captures and photographs reflecting the various products bearing the YETI Marks identified and captured by Invisible and YETI and determined the products were not genuine versions of YETI's goods. (*See* Zuercher Decl. ¶¶ 13-14.)

II. Legal Standard

To obtain a temporary restraining order, a party must demonstrate "(1) a substantial likelihood of success on the merits; (2) that irreparable injury will be suffered if the relief is not granted; (3) that the threatened injury outweighs the harm the relief would inflict on the non-movant; and (4) that the entry of the relief would serve the public interest." *Schiavo ex. rel Schindler v. Schiavo*, 403 F.3d 1223, 1225–26 (11th Cir. 2005); *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. Brotherhood of Teamsters & Auto Truck Drivers Local No. 70 of Alameda Cnty*, 415 U.S. 423, 439 (1974).

III. Conclusions of Law

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

A. Plaintiff has a strong probability of proving at trial that (1) consumers are likely to be confused by Defendants' advertisement, promotion, sale, offer for sale, or distribution of goods bearing and/or using counterfeits, reproductions, or colorable imitations of the YETI Marks, and that (2) the products Defendants are selling and promoting for sale are copies of Plaintiff's products that bear copies of the YETI Marks.

B. Because of the infringement of the YETI Marks, Plaintiff is likely to suffer immediate and irreparable injury if a temporary restraining order is not granted. The following specific facts, as set forth in Plaintiff's Complaint, Application for Temporary Restraining Order, and accompanying declarations, demonstrate that immediate and irreparable loss, damage, and

injury will result to the 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 commercial Internet websites, a social media account, or e-commerce stores via social media and Internet marketplace platforms operating under their domain names and seller identification 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 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 the Defendants on this Application for Temporary Restraining Order, Defendants can easily and quickly transfer or modify domain registration, e-commerce store and social media account data and content, change payment accounts, redirect consumer traffic to other domain names and seller identification names, and transfer assets and ownership of the Subject Domain Names and Seller IDs, 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 products 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 counterfeits and infringements of the YETI 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 *Federal Trade Commission 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.

Upon review of Plaintiff's Complaint, Application for Temporary Restraining Order, and supporting evidentiary submissions, the Court hereby

ORDERS AND ADJUDGES that Plaintiff's *Ex Parte* Application for Temporary Restraining Order [ECF No. 6] is **GRANTED**, under the terms set forth below:

(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 temporarily restrained as follows:

- a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing and/or using the YETI Marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by the Plaintiff; and
- b. From secreting, concealing, destroying, selling off, transferring, or otherwise disposing of: (i) any products, not manufactured or distributed by the Plaintiff, bearing and/or using the YETI 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 YETI 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 YETI Marks or any confusingly similar trademarks, on or in connection with all Internet websites, social media accounts and Internet based e-commerce stores owned and operated, or controlled by them, including the Internet websites, social media account and Internet based e-commerce stores operating under the Subject Domain Names and Seller IDs;

(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 YETI Marks, or any confusingly similar trademarks within 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 websites, social media accounts and Internet based e-commerce stores registered, owned, or operated by any Defendant, including the Internet websites, social media account and Internet based e-commerce stores operating under the Subject Domain Names and Seller IDs;

(4) Each Defendant shall not transfer ownership of the Subject Domain Names and Seller IDs 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 Subject Domain Names and Seller IDs and shall take all steps necessary to retrieve computer files relating to the use of the Subject Domain Names and Seller IDs that may have been deleted before the entry of this Order;

(6) Upon Plaintiff's request, the privacy protection service for any of 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 of those registrants;

(7) Upon entry of this Order, Plaintiff shall provide a copy of the Order by e-mail to the registrar of record for the Cybersquatted Subject Domain Name, identified on Schedule "B" hereto. Upon receipt of the Order, the registrar of record for the Cybersquatted Subject Domain Name shall immediately lock the Cybersquatted Subject Domain Name; shall notify the registrant of record of the Order; and shall provide notice of the locking of the domain name to the registrant of record. After providing such notice to the registrar so the domain name may be locked, Plaintiff shall also provide notice and a copy of this Order to the registrant for the Cybersquatted Subject Domain Name via e-mail to the e-mail address provided as part of the

domain registration data for the Cybersquatted Subject Domain Name identified in the Application for Temporary Restraining Order. If an e-mail address was not provided as part of the domain registration data for a Subject Domain Name, Plaintiff shall provide notice and a copy of this Order to the operators of the Internet website via an onsite e-mail address and/or online submission form provided on the Internet website operating under such Cybersquatted Subject Domain Name. Forty-eight hours after e-mailing this Order to the registrar of record and the registrant, Plaintiff shall provide a copy of this Order to the registrar and the registry for the Cybersquatted Subject Domain Name for the purposes described in Paragraph 8, below;

(8) The domain name registrar for the Cybersquatted Subject Domain Name, identified on Schedule "B" hereto, shall immediately assist in changing the registrar of record for the Cybersquatted Subject Domain Name to a holding account with a registrar of Plaintiff's choosing (the "New Registrar"), excepting any such domain name which such registrar has been notified in writing by Plaintiff has been or will be dismissed from this action, or as to which Plaintiff has withdrawn its request to immediately transfer such domain name. To the extent the registrar does not assist in changing the registrar of record for the domain under its control within one business day of receipt of this Order, the top-level domain (TLD) registry, for the Cybersquatted Subject Domain Name, or its administrators, including backend registry operators or administrators, within five business days of receipt of this Order, shall change, or assist in changing, the registrar of record for the Cybersquatted Subject Domain Name to a holding account with the New Registrar, excepting any such domain name which such registry has been notified in writing by Plaintiff has been or will be dismissed from this action, or as to which Plaintiff has withdrawn its request to immediately transfer such domain name. Upon the change of the registrar of record for the Cybersquatted Subject Domain Name, the New Registrar will

maintain access to the Cybersquatted Subject Domain Name in trust for the Court during the pendency of this action. Additionally, the New Registrar shall immediately institute a temporary 302 domain name redirection which will automatically redirect any visitor to the Subject Domain Name to the following Uniform Resource Locator (“URL”) <http://servingnotice.com/yoyeb9/index.html>, whereon copies of the Complaint, this Order, and all other documents on file in this action are displayed. Alternatively, the New Registrar may update the Domain Name System (“DNS”) data it maintains for the Cybersquatted Subject Domain Name, which link the domain name to the IP address where its associated website is hosted, to NS1.MEDIATEMPLE.NET and NS2.MEDIATEMPLE.NET, which will cause the domain name to resolve to the website where copies of the Complaint, this Order, and all other documents on file in this action are displayed. After the New Registrar has effected this change, the Cybersquatted Subject Domain Name shall be placed on lock status by the New Registrar, preventing the modification or deletion of the domain by the New Registrar or Defendant Number 1;

(9) Upon receipt of notice of this Order, the 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. and Alipay.com Co., Ltd. (collectively, “Alipay”), Worldpay US, Inc. (“Worldpay”), Amazon Payments, Inc. (“Amazon”), PayPal, Inc. (“PayPal”), SIA Joom, which operates the Joom.com platform (“Joom”), and their related companies and affiliates shall (i) immediately identify all financial accounts and/or sub-accounts associated with the Internet websites, social media

account and e-commerce stores operating under the Subject Domain Names and Seller IDs, merchant identification numbers, and/or the e-mail addresses identified on Schedule “A” hereto, as well as any other related accounts of the same customer(s); (ii) identify all other accounts which transfer funds into the same financial institution account(s) or any of the other financial accounts subject to this Order; and (iii) restrain the transfer of all funds, as opposed to ongoing account activity, held or received for their benefit or to be transferred into their respective financial accounts, and any other financial accounts tied thereto; and (iv) immediately divert those restrained funds to a holding account for the trust of the Court;

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

(11) Upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms receiving notice of this Order, including but not limited to, AliExpress, Ant Financial Services, Alipay, Worldpay, Amazon, PayPal, Joom, and their related companies and affiliates, shall further, within five business days of receiving this Order, provide Plaintiff’s counsel with all data that details (i) an accounting of the total funds restrained and identifies 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, Amazon, PayPal, Joom, 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;

(12) 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;

(13) This Order shall apply to the Subject Domain Names and Seller IDs, associated websites, social media account and e-commerce stores, and any other domain names, websites, social media accounts, seller identification names, e-commerce stores, or financial accounts which are being used by the Defendants for the purpose of counterfeiting the YETI Marks and/or unfairly competing with Plaintiff;

(14) This Order shall remain in effect until the date for the hearing on the Motion for Preliminary Injunction set forth below, or until such further dates as set by the Court or stipulated to by the parties;

(15) Pursuant to 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), the Plaintiff shall post a bond in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), as payment of damages to which Defendants may be entitled for a wrongful injunction or restraint, during the pendency of this action, or until further Order of the Court. In the Court's discretion, the bond may be subject to increase should an application be made in the interest of justice;

(16) A **telephonic hearing** is set before this Court on **October 20, 2020 10:00 a.m.**, at which time the 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. At that time, the parties shall dial 1-888-363-4734 and enter access code 9127026, followed by the # symbol.

(17) After Plaintiff's counsel has received confirmation from the financial institutions regarding the funds restrained as directed herein, Plaintiff shall serve copies of the Complaint, Application for Temporary Restraining Order, and this Order on each Defendant by e-mail via their corresponding e-mail address and/or online contact form or other means of electronic contact provided on the Internet websites, social media account and e-commerce stores operating under the Subject Domain Names and Seller IDs, or by providing a copy of this Order by e-mail to the registrar of record for each of the Subject Domain Names or to the social media platform or marketplace platform for each of the Seller IDs so that they, in turn, notify each Defendant of the Order, or by other means reasonably calculated to give notice which is permitted by the Court. In addition, 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/yoyeb9/index.html>⁸ and shall provide the address to the website 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 the Defendants by regularly

⁸ In this Circuit, Rule 65 has been interpreted to require that a party have notice of the motion and hearing; perfecting service on a defendant is not a prerequisite to the entry of a preliminary injunction order. *See Corrigan Dispatch Co. v. Casa Guzman, S.A.*, 569 F.2d 300, 302 (5th Cir. 1978); *Diamond Crystal Brands, Inc. v. Wallace*, 531 F. Supp. 2d 1366, 1370-71 (N.D. Ga. 2008).

updating the website located at <http://servingnotice.com/yoyeb9/index.html>, or by other means reasonably calculated to give notice which is permitted by the Court;

(18) Additionally, for the purpose of providing additional notice of this proceeding, and all other pleadings, orders, and documents filed herein, the owners, operators and/or administrators of the social media and Internet marketplace platforms, and/or financial institutions, payment processors, banks, escrow services, and money transmitters, including but not limited to AliExpress, Ant Financial Services, Alipay, Worldpay, Amazon.com, Inc., PayPal, eBay.com, Joom, 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 the Defendants' respective Seller IDs and Subject Domain Names;

(19) Any response or opposition to Plaintiff's Motion for Preliminary Injunction must be filed and served on Plaintiff's counsel by **October 16, 2020**. The Plaintiff shall file any Reply Memorandum on or before **October 19, 2020**. The above dates may be revised upon stipulation by all parties and approval of this Court. If necessary, the parties may also move for an extension of time.

(20) The 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.

(21) The Clerk shall file this Order under seal until further order of the Court.

DONE AND ORDERED in Fort Lauderdale, Florida, this 13th day of October 2020.

A handwritten signature in black ink, appearing to be 'Roy K. Altman', written in a cursive style. The signature is positioned above a horizontal line.

ROY K. ALTMAN
UNITED STATES DISTRICT JUDGE

cc: counsel of record
Seal clerk

SCHEDULE "A"
DEFENDANTS BY NUMBER, SELLER ID, SUBJECT DOMAIN NAME,
ASSOCIATED FINANCIAL ACCOUNTS, ASIN, AND E-MAIL ADDRESSES

| Def. No. | Defendant / Subject Domain & Seller ID | Financial Account Information | Amazon Item ASIN or E-mail Address |
|-----------------|---|---|---|
| 1 | shopyeticups.net | thataeoam@hotmail.com | helpdesk@customerservicesglobal.com helpdesk@customerservicebest.com contact@privacyprotect.org |
| 2 | hydroflaskoutletstore.com | aq4966@163.com mvdmx4@163.com shotajrgptp@hotmail.com jmmmzyk@163.com | cs.choogo@gmail.com Customerservice@after-saleservice.com support@oxborder.com |
| 2 | hydro-flask.ca | ouphsy@163.com jmmmzyk@163.com | cs.choogo@gmail.com support@oxborder.com |
| 2 | hydroflasksale.ca | ks0172@163.com ouphsy@163.com flo596@163.com | cs.choogo@gmail.com Customerservice@after-saleservice.com |
| 2 | hydro-flask.org.uk | ks0172@163.com bcj3p99@163.com | cs.choogo@gmail.com |
| 2 | hydroflaskuk.co.uk | ks0172@163.com bcj3p99@163.com | cs.choogo@gmail.com |
| 2 | hydroflasks.ca | mvdmx4@163.com vzn271@163.com | service14@vinayotap.com Customerservice@after-saleservice.com support@oxborder.com |
| 3 | avilaaldia.com | mhbejc@163.com | |
| 4 | DFT Hhouse Store | 5779213 | |
| 5 | RebeccaHawk | A28GXATBKW233V | B07WK44BK2 |
| 6 | RichardDoty | A3J735QFR4G8KW | B07WK44BK2 |
| 7 | TOPFINANO INC | A1DGH1TCMSE0WH | B0822WMSVF |
| 8 | confidenc-3 | confidencstore2020@hotmail.com | |
| 9 | daman_8 | daomanh68742@gmail.com | |
| 10 | dfsgf18 | dfsgfdyang@163.com | |
| 11 | iqsmart001 | Transaction ID: 6C0337357J927654L | |

| Def. No. | Defendant / Subject Domain & Seller ID | Financial Account Information | Amazon Item ASIN or E-mail Address |
|-----------------|---|--------------------------------------|---|
| 12 | mintcase-5 | mintcasepay@outlook.com | |
| 13 | nguyekhan-43 | nguyenvankhanh450690@gmail.com | |
| 14 | thie_71 | buitienphuc643@gmail.com | |
| 15 | thitungu77 | tuyethanguyen11@gmail.com | |
| 16 | trusty_deals_2019 | 2557247003@qq.com | |
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| 21 | RTTumbler | 244998259@qq.com | |
| 22 | Discountorgy | 5b2b186f8b2c37030cfb2845 | |
| 23 | FINEHOME | 5af53a2b8b2c370319376092 | |

SCHEDULE "B"
CYBERSQUATTED SUBJECT DOMAIN NAME

| Def. No. | Cybersquatted Subject Domain Name |
|----------|-----------------------------------|
| 1 | shopyeticups.net |