

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

**CASE NO. 25-CV-22489-RAR**

**XYZ CORPORATION,**

Plaintiff,

v.

**ABC CORPORATION 1, et al.,**

Defendants.

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**SEALED ORDER GRANTING PLAINTIFF’S *EX PARTE* MOTION FOR A  
TEMPORARY RESTRAINING ORDER, INCLUDING A  
TEMPORARY ASSET RESTRAINT, AND EXPEDITED DISCOVERY**

**THIS CAUSE** comes before the Court upon Plaintiff Hong Kong Rujing E-Commerce, Co. Limited’s *Ex Parte* Motion for a Temporary Restraining Order, Including a Temporary Asset Restraint, and Expedited Discovery (“Motion”), [ECF No. 17], against various Defendants<sup>1</sup> (the “Online Marketplaces”) under 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and the Court’s inherent authority, for alleged violations of the Lanham Act, 15 U.S.C. §§ 1114 and 1125(a), and violations of Florida law. As explained below, Plaintiff has satisfied the requirements for the issuance of a temporary restraining order.

**FACTUAL BACKGROUND**<sup>2</sup>

Plaintiff is the owner of all rights, title, and interest in and to a Brand Trademark, with Registration No. 5,995,253, used in connection with the promotion and sale of women’s apparel

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<sup>1</sup> The e-commerce store URLs are listed on Schedule A attached hereto.

<sup>2</sup> The factual background is taken from Plaintiff’s Complaint, [ECF No. 1], Plaintiff’s Motion for Temporary Restraining Order, [ECF No. 17], and supporting evidentiary submissions. Plaintiff also attached declarations and exhibits in support of its Motion for Temporary Restraining Order, [ECF Nos. 17-1 through 17-4].

(“Roswe Trademark”). Mot. at 2; Declaration of Tiaolou Tang (“Tang Declaration”), [ECF No. 17-3] ¶¶ 5, 7–8. The Roswe Trademark is valid and registered on the Principal Register of the United States Patent and Trademark Office, [ECF No. 17-4], and is used in connection with the manufacture and distribution of Plaintiff’s sale of women’s apparel. Tang Decl. ¶ 5.

Defendants, by operating e-commerce stores under the seller names identified on Schedule “A” hereto (“E-commerce Store Names”), have advertised, promoted, offered for sale, or sold goods bearing and/or using what Plaintiff has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Roswe Trademark. *See id.* ¶¶ 9, 11–12; Declaration of Joshua H. Sheskin (“Sheskin Declaration”), [ECF No. 17-1] ¶¶ 4–5; Declaration of Melissa Henderson (“Henderson Declaration”), [ECF No. 17-2] ¶¶ 3–6.

Although each Defendant may not copy and infringe the Roswe Trademark for each category of goods protected, *see* Tang Decl. ¶ 10, Plaintiff has submitted sufficient evidence showing each Defendant has infringed the Roswe Trademark. *See generally* Henderson Decl.; Sheskin Decl. ¶¶ 11–21. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, and/or colorable imitations of the Roswe Trademark. *See* Tang Decl. ¶ 10.

Plaintiff has investigated the promotion and sale of counterfeit and infringing versions of Plaintiff’s branded products (“Counterfeit Goods”) by Defendants and has documented the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit branded products. *See generally* Henderson Decl. A representative for Plaintiff accessed each Defendant’s online store on Walmart (“Online Marketplaces”). *Id.* ¶ 3. Upon access, Plaintiff’s representative was able to view products bearing the Roswe Trademark, add products to the online shopping cart, proceed to a point of checkout, and otherwise actively exchange data with each

Defendant. *See id.* ¶¶ 3–4. Plaintiff’s representative then placed an order from each Defendant via its respective E-commerce Store Name(s) for the purchase of, at least, one product bearing and/or using counterfeits and infringements of one or more of Plaintiff’s trademarks at issue in this action, and requested each product be shipped to Florida. *See id.* ¶ 4. Each order was processed online and/or electronically; and resulted in a completed sales transaction. *See id.* ¶ 6.

Plaintiff’s representative reviewed and visually inspected the detailed web page captures and images of the various branded products ordered from each Defendant via the Online Marketplaces operating under or through the E-commerce Store Name(s) and determined each product to be a non-genuine, unauthorized version of Plaintiff’s branded product. *See id.* ¶ 5.

### **LEGAL STANDARD**

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

### ANALYSIS

The declarations Plaintiff submitted in the Motion support the following conclusions of law:

A. Plaintiff has a strong probability of proving at trial 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 Roswe Trademark, and that the products Defendants are selling and promoting for sale are copies of Plaintiff's products that bear and/or use copies of the Roswe Trademark.

B. Because of the infringement of the Roswe Trademark, 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, Motion 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 operating under the E-commerce Store Names which advertise, promote, offer for sale, or 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, 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 puts Defendants on notice of this Motion for Temporary Restraining Order, Defendants can easily and quickly modify e-commerce store and private messaging account data and content, change payment accounts, redirect consumer traffic to other e-commerce store names and private messaging accounts, and transfer assets and ownership of the E-commerce Store Names, thereby thwarting Plaintiff's ability to obtain meaningful relief.

C. The potential harm to Defendants in restraining their trade in counterfeit and infringing branded goods if a temporary restraining order is issued is far outweighed by the potential harm to 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 Roswe Trademark. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) ("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.'") (quoting *Fuller Brush Prods. Co. v. Fuller Brush Co.*, 299 F.2d 772, 777 (7th Cir. 1962) (alterations in original)).

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. v. Sunrise Int’l Trading Inc.*, 51 F.3d 982, 987 (11th Cir. 1995) (citing *FTC v. U.S. Oil & 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 pursuant to 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and the Court’s inherent authority, Plaintiff’s Motion for Temporary Restraining Order, [ECF No. 17], is **GRANTED**. A temporary restraining order is entered as follows:

1. The Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them, be temporarily enjoined and restrained from:

- a. Using the Roswe Trademark or any reproduction, counterfeit, copy or colorable imitation of the Roswe Trademark in connection with the manufacture, importation, distribution, advertisement, offer for sale and/or sale of merchandise that is not the genuine products of Plaintiff, or in any manner likely to cause others to believe that the infringing products are connected with Plaintiff or Plaintiff’s genuine products;
- b. Shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner,

products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which use the Roswe Trademark;

- c. Using, linking to, transferring, selling, exercising control over, or otherwise owning the user accounts associated with the Roswe Trademark, the Online Marketplaces listed in Schedule A attached to the Complaint, or any other domain name or online marketplace account that is being used to sell Defendant's products, or is how Defendant could continue to sell Counterfeit Goods;
- d. Manufacturing, distributing, promoting, or selling any labels, tags, decals, emblems, signs or other forms of markings, packaging, wrappers, containers, or promotional materials bearing the Roswe Trademark or any marks that include or are colorable imitations of or confusingly similar to the Roswe Trademark;
- e. Passing off or enabling others to sell or pass off any goods that are not Plaintiff's genuine goods as being Plaintiff's genuine goods;
- f. Falsely representing that Defendants or Defendants' goods are affiliated with, connected to, or sponsored by Plaintiff;
- g. Committing any acts calculated to cause consumers to believe that Defendants' goods are Plaintiff's goods;
- h. Communicating in any manner with any suppliers of the Counterfeit Goods or any other people involved in advertising, offering for sale, or selling the Counterfeit Goods regarding the existence of this litigation, or taking any

action that would have the effect of revealing to such persons that Plaintiff initiated this litigation;

- i. Representing by any means whatsoever, directly or indirectly, or doing any other acts or things calculated or likely to cause confusion or mistake, or to deceive consumers into believing that Defendants' goods are the goods of Plaintiff or that there is any affiliation or connection between Plaintiff or its goods and Defendants or its goods/services, and from otherwise unfairly competing with Plaintiff;
- j. Advertising, marketing, promoting, offering to sell, selling, distributing, and/or taking orders for the Counterfeit Goods;
- k. Fulfilling orders for, or shipping or distributing the Counterfeit Goods;
- l. Destroying, altering, disposing of, concealing, tampering with or in any manner secreting any and all business records, invoices, correspondence, books of account, receipts or other documentation relating or referring in any manner to the manufacture, advertising, acquisition, importation, purchase, sale or offer for sale, or distribution of any merchandise using the Roswe Trademark or any marks that include or are colorable imitations of or confusingly similar to the Roswe Trademark; and Defendants shall not transfer or dispose of any money or other of the Defendants' assets in any of Defendants' financial accounts.

2. Plaintiff is authorized to issue expedited written discovery to the Defendants, pursuant to Federal Rules of Civil Procedure 33, 34, 36, and 45 related to:

- a. the identities and locations of the Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
- b. the nature of the Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and the Defendants' financial accounts, including the Defendants' sales and listing history related to their respective Online Marketplaces;
- c. any financial accounts owned or controlled by the Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Temu.com ("Temu"), PayPal Inc. ("PayPal"), Alipay, ContextLogic Inc. d/b/a Wish.com ("Wish"), Alibaba Group Holding Ltd. ("Alibaba"), Ant Financial Services Group ("Ant Financial"), Amazon Pay, Afterpay, Klarna or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and Visa); and
- d. The domain name registries for the Defendants ("Defendant Domain Names"), including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the

domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, Cloudflare Inc, Oracle Corp., Amazon Inc., Alibaba Group d/b/a Alibaba Cloud.com, Namesilo, LLC d/b/a privacuguardian.org, and Namecheap Inc., within **seven (7) calendar days** of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.

3. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of the Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Walmart.com, TikTok Temu, eBay Inc., AliExpress, Alibaba, Amazon.com Inc., Wish, and Dhgate (collectively the "Third Party Providers"), shall, within **seven (7) calendar days** after receipt of such notice, provide to Plaintiff expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:

- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
- b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces

and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and

- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Alipay, Wish, Alibaba, Ant Financial, Amazon Pay, or other merchant account providers, payment providers, third party processors, credit card associations (e.g., MasterCard and Visa), including present balances on any accounts.

4. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a PublicDomainRegistry.com, Cloudflare Inc, Oracle Corp., Amazon Inc., Alibaba Group d/b/a Alibaba Cloud.com, Namesilo, LLC d/b/a privacuguardian.org, and Namecheap Inc., within **seven (7) calendar days** of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.

5. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 3, shall within **seven (7) calendar days** after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using the Plaintiff's Trademark.

6. Any Third-Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish, Afterpay, Klarna, and Amazon Pay, shall, within **seven (7) calendar days** of receipt of this Order:

- a. locate all accounts and funds connected to the Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, and any e-mail addresses provided for the Defendants by third parties; and
- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of the Defendants' assets until further order by this Court.

7. Plaintiff must provide notice to the Defendants of any motion for preliminary injunction as required by Federal Rule of Civil Procedure 65(a)(1).

8. Within **seven (7) calendar days** of entry of this Order, Plaintiff shall deposit with the Court \$5,000.00 (Five Thousand Dollars), either cash, cashier's check or surety bond, as security, which amount has, in the absence of adversarial testing, been deemed adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Southern District of Florida Local Rules. Any third party impacted by this Order may move for appropriate relief.

10. This Order shall remain in effect for **fourteen (14) days** from the date of its entry unless extended for good cause. *See* FED. R. CIV. P. 65(b).

**DONE AND ORDERED** in Miami, Florida, this 10th day of July, 2025.

A handwritten signature in black ink, appearing to read 'Rodolfo A. Ruiz II', written over a horizontal line.

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

**SCHEDULE A**

<b>NO.</b>	<b>SELLER'S NAME</b>	<b>LINK TO SELLER'S WEBSITE</b>
1	<b>ChanPants</b>	<a href="https://www.walmart.com/global/seller/101206585">https://www.walmart.com/global/seller/101206585</a>
2	<b>Laysam Tops</b>	<a href="https://www.walmart.com/global/seller/101211405">https://www.walmart.com/global/seller/101211405</a>