

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**Case Number: 25-cv-22562-JEM**

XYZ CORPORATION,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,  
LIMITED LIABILITY COMPANIES,  
PARTNERSHIPS AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON  
SCHEDULE "A",

Defendants.

\_\_\_\_\_/

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

**THIS CAUSE** came before the Court upon Plaintiff's *Ex Parte* Motion for Temporary Restraining Order, Including a Temporary Asset Restraint, and Expedited Discovery (the "Application"), (ECF No. 13). The Court has carefully reviewed the Application and the record and is otherwise fully advised of the premises.

By the instant Application, Plaintiff XYZ Corporation moves *ex parte* for entry of a temporary restraining order against Defendants the Individuals, Corporations, Limited Liability Companies, Partnerships and Unincorporated Associations Identified on Schedule "A" and an entry of an order restraining the financial accounts used by Defendants, pursuant to 15 U.S.C. § 1116, Fed. R. Civ. P. 65, and The All Writs Act, 28 U.S.C. § 1651(a). For the reasons set forth herein, Plaintiff's Application is **GRANTED**.

**I. Factual Background**

The following factual background is taken from Plaintiff's Complaint, (ECF No. 1), the Application, and supporting evidentiary submissions and exhibits.

Plaintiff brings this action against Defendants for Trademark Infringement (Count I); False Designation of Origin (Count II); Florida Common Law Trademark Infringement (Count III); and Florida Common Law Unfair Competition (Count IV). (ECF No. 1). As the Complaint alleges, Defendants promote, advertise, market, distribute, offer for sale, and sell competing products in connection with and through the use and display of Plaintiff's federally registered trademark, "Rotita" ("Brand Trademark"), through marketplace account(s) (the "Online Marketplaces") that are maintained on the Walmart.com sales platform (the "Platform").

Plaintiff owns all rights, title, and interests in and to the Brand Trademark used in connection with the promotion and sale of women's apparel (the "Rotita Brand"). In 2009, Plaintiff founded the Rotita Brand, which is dedicated to fashion apparel. *See* Li Decl. ¶¶ 5, 7, 8, 20. Plaintiff alleges that each Defendant created Online Marketplaces that appear to sell genuine products but instead sell unauthorized and unlicensed competing products to unknowing consumers who mistakenly believe them to be Plaintiff's products because they are advertised using the Brand Trademark (the "Counterfeit Products"). The Online Marketplaces share unique identifiers, such as design elements and similarities of the infringing products offered for sale, establishing a logical relationship between them and suggesting that each Defendant's online intellectual property infringement operation arises from the same transaction, occurrence, or series of transactions or occurrences as the other Defendants. According to Plaintiff, it is unlikely that any Defendant is acting without the coordination of the other Defendants.

Plaintiff alleges each Defendant is reaching out to do business with Florida residents by

operating one or more commercial, interactive Online Marketplaces through which Florida residents can purchase products being sold in connection with the Brand Trademark. As such, Plaintiff requests that this Court issue an *ex parte* Temporary Restraining Order (1) temporarily restraining each Defendant's continued manufacture, importation, distribution, offering for sale, and sale of Infringing Products; (2) temporarily restraining each Defendant's assets to preserve Plaintiff's right to an equitable accounting; and (3) authorizing expedited discovery allowing Plaintiff to inspect and copy each Defendant's records relating to each Defendant's infringement and each Defendant's financial accounts.

## **II. Legal Standard**

In order to obtain a temporary restraining order, a party must demonstrate “(1) [there is] 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 Loc. No. 70 of Alameda Cnty.*, 415 U.S. 423, 439 (1974).

### **III. Conclusions of Law**

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 displaying counterfeits, reproductions, or colorable imitations of Plaintiff's ROTITA Trademark, and that the products Defendants are selling and promoting for sale are copies of Plaintiff's respective products that bear and/or display copies of Plaintiff's respective trademarks.

B. Because of the infringement of Plaintiff's ROTITA Trademark, Plaintiff is likely to suffer immediate and irreparable injury if a temporary restraining order is not granted.

C. 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 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 respective seller identification names and domain names which advertise, promote, offer for sale, and sell products bearing, displaying and/or embodying Plaintiff's trademarks, in violation of Plaintiff's respective rights;
2. There is good cause to believe that more counterfeit and infringing products bearing, displaying and/or embodying 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 on this Application for Temporary Restraining Order, Defendants can easily and quickly change the ownership or modify domain registration, e-commerce store, and private messaging account data and content, change payment accounts, redirect consumer traffic to other seller identification names, private messaging accounts, and domain names, and transfer assets and ownership of the seller identification names and domain names, thereby thwarting Plaintiff's ability to obtain meaningful relief.

D. 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 if such relief is not issued.

E. 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 selling of infringing and counterfeit goods as Plaintiff's genuine goods.

F. 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 of Plaintiff's Trademarks. *See Reebok Int'l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992) (quoting *Fuller Brush Prods. 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.'")).

G. 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 (11th Cir. 1995) (citing *FTC v. United States*

*Oil & Gas Corp.*, 748 F.2d 1431, 1433–34 (11th Cir. 1984)).

H. 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.

I. Upon review of Plaintiff's Complaint, Application for Temporary Restraining Order, and supporting evidentiary submissions, it is hereby **ORDERED** that Plaintiff's Application for Temporary Restraining Order is **GRANTED**, according to the terms set forth below:

#### **TEMPORARY RESTRAINING ORDER**

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 as follows:

- a. Using Plaintiff's Trademark or any reproduction, counterfeit, copy or colorable imitation of Plaintiff's 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 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 Plaintiff's Trademark;
- c. Using, linking to, transferring, selling, exercising control over, or otherwise owning the user accounts associated with Plaintiff's 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 Plaintiff's Trademark or any marks that include or are colorable imitations of or confusingly similar to Plaintiff's Trademark;
- e. Passing off or enabling others to sell or pass off any goods that are not Plaintiff's genuine good 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;
- j. Advertising, marketing, promoting, offering to sell, selling, distributing, and/or taking

orders for the Counterfeit Goods;

- k. Fulfilling orders for, 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 Plaintiff's Trademark or any marks that include or are colorable imitations of or confusingly similar to Plaintiff's Trademark; and
- m. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts

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

- 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, 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).

- 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 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 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 Defendants by third parties; and
- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.

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

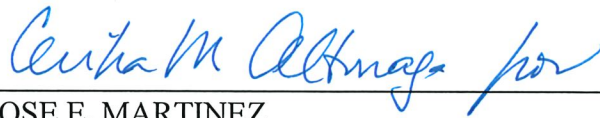
8. Pursuant to 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), Plaintiff shall post a bond in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), as payment of damages to which Defendants may be entitled for a wrongful injunction or restraint, during the pendency of 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.

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 this Order**, or until such further dates as set by the Court or stipulated to by the parties.

**DONE AND ORDERED** in Chambers at Miami, Florida, this 10<sup>th</sup> day of November, 2025.



---

JOSE E. MARTINEZ  
UNITED STATES DISTRICT JUDGE

Copies provided to:  
All Counsel of Record

XYZ Corporation v. The Individuals, Corporations, Limited Liability Companies, Partnerships  
and Unincorporated Associations Identified in Schedule A

**Infringing Defendants**

<b>NO.</b>	<b>SELLER'S NAME</b>	<b>LINK TO SELLER'S WEBSITE</b>
1	QingYing	<a href="https://www.walmart.com/global/seller/102504561">https://www.walmart.com/global/seller/102504561</a>
2	Fesfesfes	<a href="https://www.walmart.com/global/seller/101122387">https://www.walmart.com/global/seller/101122387</a>
3	Baikeli Fashion	<a href="https://www.walmart.com/global/seller/101184606">https://www.walmart.com/global/seller/101184606</a>
4	NTACZA.NC.	<a href="https://www.walmart.com/global/seller/101634055">https://www.walmart.com/global/seller/101634055</a>
5	LaysamTops	<a href="https://www.walmart.com/global/seller/101211405">https://www.walmart.com/global/seller/101211405</a>
6	TrendyWear	<a href="https://www.walmart.com/global/seller/101232262">https://www.walmart.com/global/seller/101232262</a>
7	Dasayo	<a href="https://www.walmart.com/global/seller/101239914">https://www.walmart.com/global/seller/101239914</a>
8	JUAN Co. ltd	<a href="https://www.walmart.com/global/seller/101213868">https://www.walmart.com/global/seller/101213868</a>