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18 CV 6266

UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

IDEAVILLAGE PRODUCTS CORP.,
Plaintiff

v.

29SHYANS2012, 29V-DAILYFU, 500-MILES,
 AIEASYGO, ALIDECAL, ALWAYSBEST_UK,
 AMAZSHOPP, AMERICAMAZING,
 APPLEINTHEBOX, AZO-SHOP,
 BATTERYPOWERMALL, BC_EMPORIUM,
 BE-MAKEUP-2016, BEST4DEALS2013,
 BETTYMARKET-TRADE2017,
 BUYHERE4DEALS, CAR-DVD-GPS, CAR-
 MULTIMEDIA-MANUFACTURER,
 COMMON-NEEDS_989, CRANKLAHRAS,
 CUTE*KIKI, DAILIDEAL86, DBONSALE,
 DELUXEBEAUTYDEALS, DIGIBABYBOY,
 DK888STORE2012, DVDGPS-
 MANUFACTURER, EHOME-MALLTRADE-
 ZONE, ELMAGICO2018,
 EMERALD.EMPIRE.SHOP,
 ENOUGHCLOUDS, EVERYSALE4U4,
 FASHIONSELLER9002, FASHIONTECHOD,
 IXCRAKED, FOR.BEAUTY,
 FOREVERDEALS106, FUUJ6695,

Civil Case No.:

[REDACTED]

1) TEMPORARY RESTRAINING
 ORDER; 2) ORDER
 RESTRAINING ASSETS AND
 MERCHANT STOREFRONTS; 3)
 ORDER TO SHOW CAUSE WHY
 A PRELIMINARY INJUNCTION
 SHOULD NOT ISSUE; 4) ORDER
 AUTHORIZING ALTERNATIVE
 SERVICE BY ELECTRONIC
 MEANS; AND 5) ORDER
 AUTHORIZING EXPEDITED
 DISCOVERY

FILED UNDER SEAL

GREATDEAL335,	HAELO-0,
HAPPYENDING1920,	HARRYNILSON,
HAZEINAS7,	HEZHIHUA2017,
HOMEFASHIONCHOICE,	HONGXIANG6,
HUIWAN2016, IMIKIMISHOP,	INOLITE2016,
JINGCHENGFACTORY,	JINLE-ZHAN,
JORDEN-SHOP2018,	JUST-PERFECT-1840,
KEVINFANG128, KINGMOST1115,	KING-
SELLING, KJ-STORE,	KOLORRAINBOW,
LEMON-BEST2012,	LIAOJIANGANG145-2,
LILLY_BETTER, LIUYU_1,	LOYALTY2017,
LUCKJEWELRYSTORE,	LUCKY-WORLD15,
MARKSHOPDEALS, MATAN3333,	MEDLIFE-
STORE,	METIKTECHNOLOGY,
MIXMIXMIXMIX,	MYVENUSSHOP77,
NALANTRADE,	NINADAVIS98,
ORIGHTHERE,	PAPA-BABY, PRO-
DEAL_5680, PUPU888,	ROY_CAR, SAWA-
STORE2018,	SEYCHELLES_US02,
SHUANGFENGSHIYE,	SMARTOPLED,
SPEAR-8487,	STORE-REPLICAS,
SUPERSUPER7,	TIKTAK.SHOP,
TIMBE.OUTLET,	TREEDEAL,
UNISTORE2014,	UWORLDBUYING,
VIDALI_6,	VOGUETECH,
WONDER4SHOPPING,	WUQIN18,
WUZHANG19950,	WWHOP, XD-
SMARTSHOP,	YAJIE1956,
YOUR_BEST_SELECTION,	YSTORE4U,
ZENGNIAN547-8, ZHANGQS-1 and ZXH1975,	

Defendants

On this day, the Court considered Ideavillage Product Corp.'s ("Ideavillage" or "Plaintiff") *ex parte* application for the following: 1) a temporary restraining order; 2) an order restraining assets and Merchant Storefronts (as defined *infra*); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing alternative service and 5) an order authorizing expedited discovery against Defendants 29shyans2012, 29v-dailyfu, 500-miles, aieasygo, alidecal, alwaysbest_uk, amazshopp, americamazing, appleinthebox, azo-shop, batterypowermall, bc_emporium, be-makeup-2016, best4deals2013, bettymarket-trade2017, buyhere4deals, car-dvd-

gps, car-multimedia-manufacturer, common-needs_989, cranklahras, cute*kiki, dailideal86, dbonsale, deluxebeautydeals, digibabyboy, dk888store2012, dvdgps-manufacturer, ehome-malltrade-zone, elmagico2018, emerald.empire.shop, enoughclouds, everysale4u4, fashionseller9002, fashiontechod, ixcracked, for.beauty, foreverdeals106, fuuj6695, greatdeal335, haelo-0, happyending1920, harrynilson, hazeinas7, hezhihua2017, homefashionchoice, hongxiang6, huiwan2016, imikimishop, inolite2016, jingchengfactory, jinle-zhan, jorden-shop2018, just-perfect-1840, kevinfang128, kingmost1115, king-selling, kj-store, kolorrainbow, lemon-best2012, liaojiangang145-2, lilly_better, liuyu_1, loyalty2017, luckjewelrystore, lucky-world15, markshopdeals, matan3333, medlife-store, metiktechnology, mixmixmixmix, myvenushop77, nalantrade, ninadavis98, orighthere, papa-baby, pro-deal_5680, pupu888, roy_car, sawa-store2018, seychelles_us02, shuangfengshiye, smartopled, spear-8487, store-replicas, supersuper7, tiktak.shop, timbe.outlet, treedeal, unistore2014, uworldbuying, vidali_6, vogue-tech, wonder4shopping, wuqin18, wuzhiang19950, wwshop, xd-smartshop, yajie1956, your_best_selection, ystore4u, zengnian547-8, zhangqs-1 and zxh1975 (hereinafter collectively referred to as “Defendants” or individually as “Defendant”), eBay (as defined *infra*) and Financial Institutions (as defined *infra*) in light of Defendants’ intentional and willful offerings for sale and/or sales of Counterfeit Products (as defined *infra*) (“Application”).¹ A complete list of Defendants is attached hereto as **Schedule A**, which also includes links to Defendants’ Merchant Storefronts. Having reviewed the Application, the Declarations of Jessica Arnaiz, LoriAnn Lombardo and Spencer Wolfgang, along with exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Complaint or Application.

ALLEGATIONS

~~FACTS, FINDINGS & CONCLUSIONS OF LAW~~

1. Ideavillage is a leading developer, producer, marketer, and distributor of quality, innovative consumer products. Plaintiff promotes and sells its products through national direct response television advertising commonly called "As Seen On TV" ("ASOTV"). Plaintiff also promotes and sells its ASOTV products at the retail level at well-known mass retail outlets, including, without limitation: Wal-Mart, Target Stores, Bed Bath & Beyond, Toys R Us, Rite-Aid, CVS and Walgreens; through catalog companies; online, through its own website and its retail customers' websites; as well as through a network of international distributors, among other channels of trade.
2. Ideavillage is among the most well-known, well-respected sources of many of the most popular and most successful ASOTV products sold in the U.S.
3. One of Ideavillage's most popular and successful product brands is a line of personal hair removal tools, marketed and sold under its distinct Touch brand, namely, FINISHING TOUCH, MICROTOUCH, FINISHING TOUCH FLAWLESS, YES! BY FINISHING TOUCH and MICROTOUCH TOUGH BLADE, among others ("Touch Products")
4. While Ideavillage has gained significant common law trademark and other rights in its Touch Products, through use, advertising, and promotion, Ideavillage has also protected its valuable rights by filing for and obtaining federal trademark registrations.
5. For example, Ideavillage is the owner of U.S. Trademark Registration No. 4,422,095 for the wordmark "FINISHING TOUCH" for goods in Class 8, U.S. Trademark Reg. No. 4,693,272 for the wordmark "YES! BY FINISHING TOUCH" for goods in Class 8, U.S. Trademark Registration No. 5,318,698 for the wordmark "FLAWLESS" for goods in Class 8, U.S. Trademark Registration No. 5,391,994 for the wordmark "FLAWLESS" for goods in Class 8, U.S. Trademark Registration No. 5,325,690 for the wordmark "FINISHING TOUCH FLAWLESS" for

goods in Class 8, U.S. Trademark Registration No. 2,884,308 for the wordmark “MICROTOUCH” for goods in Class 8, U.S. Trademark Registration No. 4,183,150 for the wordmark “MICROTOUCH MAX” for goods in Class 8, U.S. Trademark Registration No. 4,937,115 for the wordmark “MICROTOUCH ONE” for goods in Class 8, U.S. Trademark Registration No. 4,582,646 for the wordmark “MICROTOUCH SWITCHBLADE” for goods in Class 8 and U.S. Trademark Registration No. 4,749,480 for the wordmark “TOUGHBLADE” for goods in Class 8 (hereinafter collectively referred to as the “Touch Marks”).

6. The Touch Marks are currently in use in commerce in connection with the Touch Products.

7. In addition, Ideavillage is also the owner of both registered and unregistered copyrights in and related to the Touch Products.

8. For example, Ideavillage is the owner of U.S. Copyright Reg. PA 2-055-361, covering the Finishing Touch Flawless Commercial, U.S. Copyright Reg. VA 2-082-167, covering the Finishing Touch Flawless Website, U.S. Copyright Reg. VA 1-898-348, covering the Yes! by Finishing Touch Website, U.S. Copyright Reg. VA 1-892-726, covering the Microtouch One Packaging and Instructions, U.S. Copyright Reg. VA 2-000-168, covering the MicroTouch One Website, U.S. Copyright Reg. VA 2-000-181, covering the MicroTouch One Packaging Artwork, U.S. Copyright VAu 1-142-294, Microtouch Switchblade Packaging and Instructions and U.S. Copyright Reg. VA 1-945-485, covering the MicroTouch Tough Blade Packaging (collectively, the “Touch Works”).

9. Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling products bearing or used in connection with the Touch Marks and/or Touch Works, and/or products in packaging and/or

containing labels and/or hang tags bearing the Touch Marks and/or Touch Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Touch Marks and/or Touch Works and/or products that are identical or confusingly or substantially similar to the Touch Products (collectively referred to as, “Infringing Product(s)” or “Counterfeit Product(s)”) through accounts with online marketplace platforms such as eBay.com, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“User Accounts”) (*see* **Schedule A** for links to Defendants’ Merchant Storefronts and listings for Counterfeit Products);

10. eBay.com is an online marketplace and e-commerce platform that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale and/or sell in what it characterizes as either auction-style or fixed-price formats and ship their retail products originating from China, among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York (hereinafter, “eBay”);

11. Defendants are not, nor have they ever been, authorized distributors or licensees of the Touch Products. Neither Ideavillage, nor any of Ideavillage’s authorized agents, have consented to Defendants’ use of the Touch Marks or Touch Works, nor has Ideavillage consented to Defendants’ use of any identical or confusingly similar marks or artwork;

12. Ideavillage is likely to prevail on its Lanham Act claims, copyright claims and related state law claims at trial;

13. As a result of Defendants’ infringements, Ideavillage, as well as consumers, are likely to suffer immediate and irreparable losses, damages and injuries before Defendants can be heard in opposition, unless Ideavillage’s Application for *ex parte* relief is granted:

- a. Defendants have offered for sale and sold substandard Counterfeit Products that infringe the Touch Marks and/or Touch Works;
- b. Ideavillage has well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in injury to Ideavillage's reputation and goodwill; and that Ideavillage may suffer loss of sales for its Touch Products; and
- c. Ideavillage has well-founded fears that if it proceeds on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe the Touch Marks and/or Touch Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Ideavillage's claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the Touch Marks and/or Touch Works, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of Counterfeit Products or other goods infringing the Touch Marks and/or Touch Works and records relating thereto that are in their possession or under their control and/or (iv) open new User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in products, including

Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them (“Merchant Storefront(s)”) under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence;

14. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Ideavillage, its business, the goodwill and reputation built up in and associated with the Touch Marks and Touch Works and to its reputation if a temporary restraining order is not issued;

15. Public interest favors issuance of the temporary restraining order in order to protect Ideavillage’s interests in and to its Touch Marks and Touch Works, and to protect the public from being deceived and defrauded by Defendants’ passing off of their substandard Counterfeit Products as Touch Products;

16. Ideavillage has not publicized its request for a temporary restraining order in any way;

17. Service on Defendants via electronic means is reasonably calculated to result in proper notice to Defendants.

18. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the Touch Marks and/or Touch Works. Therefore, good cause exists for granting Ideavillage’s request for an asset restraining order. It typically takes Financial Institutions a minimum of five (5) days after service of the Order (as defined *infra*) to locate, attach and freeze

Defendants' Assets (as defined *infra*) and/or Defendants' Financial Accounts (as defined *infra*) and it is anticipated that it will take eBay a minimum of five (5) days to freeze Defendants' Merchant Storefronts. As such, the Court allows enough time for Ideavillage to serve the Financial Institutions and eBay with this Order, and for the Financial Institutions and eBay to comply with the Paragraphs I(B)(1) through I(B)(2) and I(C)(1) of this Order, respectively, before requiring service on Defendants.

19. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Ideavillage the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. Therefore, Ideavillage has good cause to be granted expedited discovery.

ORDER

Based on the foregoing findings of fact and conclusions of law, Ideavillage's Application is hereby **GRANTED** as follows (the "Order"):

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Ideavillage's Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Touch Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting or infringement of the Touch

- Marks and/or incorporating the Touch Works and/or artwork that is substantially similar to, identical to and constitute an infringement of the Touch Works;
- 2) communicating, directly or indirectly, with any person or persons: (i) from whom they purchased or obtained any Counterfeit Products; (ii) to whom they sold or offered to sell such Counterfeit Products or (iii) of whom they know, or reasonably believe, to possess, control or have access to any such Counterfeit Products;
 - 3) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) (hereinafter collectively referred to as “Defendants’ Assets”) and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
 - 4) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order; and
 - 5) knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(4) above and I(B)(1) through I(B)(2) and I(C)(1) below.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that eBay, Inc., PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”) and PingPong Global Solutions, Inc. (“PingPong”) (eBay, PayPal, Payoneer and PingPong are collectively referred to as the “Financial Institutions”) are hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Ideavillage’s Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants’ Assets from or to financial accounts associated with or utilized by any Defendant or any Defendant’s User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad) (“Defendants’ Financial Accounts”) until further ordered by this Court;
- 2) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defendants’ Assets and Defendants’ Financial Accounts;
and
- 3) knowingly instructing, aiding or abetting any person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(I) through I(A)(4) and I(B)(1) through I(B)(2) above and I(C)(1) below.

C. IT IS HEREBY ORDERED, as sufficient cause has been shown, that eBay is hereby restrained and enjoined from engaging in any of the following acts or omissions pending the hearing and determination of Ideavillage's Application for a preliminary injunction as referenced in **Paragraph (II)(A)** below, or until further order of the Court:

- 1) within five (5) days after receipt of service of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- 2) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs I(A)(1) through I(A)(4), I(B)(1) through I(B)(2) and I(C)(1) above.

**II. Order to Show Cause Why A Preliminary Injunction
Should Not Issue And Order Of Notice**

✓ A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 15D of the United States District Court for the Southern District of New York at 500 Pearl Street/40 Foley Square, New York, New York on July 25, 2018 at 2:00 p.m. or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to FRCP 65(a), should not issue.

B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Ideavillage's counsel by delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42nd Street, Suite 2520, New York, NY 10165, Attn: Jason M.

✓ Drangel on or before July 20, 2018. Ideavillage shall file any Reply papers

✓ on or before July 24, 2018.

C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to FRCP 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

A. IT IS FURTHER ORDERED pursuant to FRCP 64 and 65 and CPLR 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, the Financial Institutions shall locate and attach Defendants' Financial Accounts and shall provide written confirmation of such attachment to Ideavillage's counsel.

IV. Order Authorizing Alternative Service by Electronic Means

A. IT IS FURTHER ORDERED pursuant to FRCP 4(f)(3), as sufficient cause has been shown, that service may be made on, and shall be deemed effective as to Defendants if it is completed by the following means:

- 1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, or (ii) a link to a secure website (including Dropbox.com, NutStore.com, a large mail link created through RPost.com and via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Ideavillage's Application seeking this Order to Defendants' e-mail addresses to be determined after having been identified by eBay pursuant to **Paragraph V(C)**.

- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within five (5) days of the Financial Institutions and eBay's compliance with **Paragraphs III(A)** and **V(C)** of this Order.
- C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons in the name of "29shyans201 and all other Defendants identified in the Complaint" that will apply to all Defendants.
- D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following if it is completed by the below means:
- 1) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal will be able to download a PDF copy of this Order via electronic mail to EE Omaha Legal Specialist at EEOMALegalSpecialist@paypal.com;
 - 2) delivery of: (i) a PDF copy of this Order, (ii) a link to a secure website where eBay, via eBay's Registered Agent, will be able to download a PDF copy of this Order via electronic mail at copyright@ebay.com; and (iii) a true and correct copy of this Order via Federal Express to eBay, via eBay's Registered Agent at 583 W. eBay Way, Draper, UT 84020;
 - 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer will be able to download a PDF copy of this Order via electronic mail to Payoneer's Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer, at Edward.Tulin@skadden.com; and
 - 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PingPong will be able to download a PDF copy of this Order via electronic mail to PingPong's Legal Department at xieqt@pingpongx.com and Mathew Ball, counsel for PingPong, at Matthew.Ball@klgates.com.

V. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 5) Within fourteen (14) days after receiving service of this Order, each Defendant shall serve upon Ideavillage's counsel a written report under oath providing:
 - a. their true name and physical address;
 - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on eBay.com and/or any and all other online marketplace platforms that Defendants own and/or operate;
 - c. the complete sales records for any and all sales of Counterfeit Products, including but not limited to number of units sold, the price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
 - d. the account details for any and all of Defendants' Financial Accounts, including, but not limited to, the account numbers and current account balances; and
 - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.
- 1) Ideavillage may serve interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants who are served with this Order shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Ideavillage's counsel.
- 2) Ideavillage may serve requests for the production of documents pursuant to FRCP 26 and 34, and Defendants who are served with this Order and the requests for the

production of documents shall produce all documents responsive to such requests within fourteen (14) days of service to Ideavillage's counsel.

- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, the Financial Institutions shall identify any and all of Defendants' Financial Accounts, and provide Ideavillage's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, including contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts and confirmation of said compliance with this Order.
- C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, eBay shall identify any and all of Defendants' User Accounts and Merchant Storefronts, and provide Ideavillage's counsel with a summary report containing account details for any and all User Accounts and Merchant Storefronts, which shall include, at a minimum, identifying information for Defendants and Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses) and confirmation of said compliance with this Order.
- D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:
- 1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who are served with this Order shall provide Ideavillage's counsel all documents and records in their possession, custody or control (whether located in the

U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:

- a. account numbers;
- b. current account balances;
- c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, names, addresses and contact information;
- d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
- e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

E. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receipt of service of this Order, eBay shall provide to Ideavillage's counsel all documents and records in its possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and

Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:

- a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with eBay that were not previously provided pursuant to Paragraph V(C);
- b. the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided pursuant to Paragraph V(C);
- c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Touch Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Touch Marks and/or incorporating the Touch Works and/or

artwork that is substantially similar to, identical to and constitute an infringement of the Touch Works.

VI. Security Bond

A. IT IS FURTHER ORDERED that Ideavillage shall place security in the amount of twenty five thousand Dollars (\$25,000) with the Court which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

A. IT IS FURTHER ORDERED that Ideavillage's Complaint and exhibits attached thereto, and Ideavillage's *ex parte* Application and the Declarations of Jessica Arnaiz, LoriAnn Lombardo and Spencer Wolfgang in support thereof and exhibits attached thereto and this Order shall remain sealed until the Financial Institutions and eBay comply with **Paragraphs I(C), III(A) and V(C)** of this Order.

SO ORDERED.

SIGNED this 11th day of July, 2018, at 1:40 p.m.

UNITED STATES DISTRICT JUDGE

Judge Analisa Torres *ATM*