

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

CASE NO. 23-62059-CIV-SMITH

TAYLOR MADE GOLF
COMPANY, INC., *et al.*,

Plaintiffs,

v.

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

Defendants.

/

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

Pursuant to the Court’s Order Granting Motion for Default Final Judgment [DE 33], and in accordance with Federal Rule of Civil Procedure 58(a), it is hereby

ORDERED that Default Final Judgment is hereby entered in favor of Plaintiffs, Taylor Made Golf Company, Inc., Acushnet Company, Karsten Manufacturing Corporation, and Topgolf Callaway Brands Corp., (collectively “Plaintiffs”) and against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule “A” (collectively, “Defendants”) as follows:

1. Permanent Injunctive Relief. Defendants and their officers, directors, employees, agents, representatives, subsidiaries, distributors, and all persons acting in concert or participation with Defendants are hereby permanently restrained and enjoined from:
 - a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods

bearing and/or using Plaintiffs' trademarks, or confusingly similar trademarks identified in Paragraphs 20, 30, 40, and 50 of the Complaint [DE 1] ("Plaintiffs' Marks");

- b. using Plaintiffs' Marks in connection with the sale of any unauthorized goods;
- c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;
- d. falsely representing themselves as being connected with Plaintiffs, through sponsorship or association;
- e. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiffs;
- f. using any reproduction, counterfeit, copy, or colorable imitation of Plaintiffs' Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;
- g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants as being those of Plaintiffs or in any way endorsed by Plaintiffs and from offering such goods in commerce;
- h. otherwise unfairly competing with Plaintiffs;
- i. using Plaintiffs' Marks or any confusingly similar trademarks on e-commerce marketplaces, 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 from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to websites, Internet based e-commerce stores, seller identities or domain names registered by, owned, or operated by Defendants; and

- j. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

2. Additional Equitable Relief.

- a. In order to give practical effect to the Permanent Injunction, upon Plaintiffs' request, the e-commerce store names identified on Schedule "A" hereto (the "E-commerce Store Names") are hereby ordered to be immediately transferred by the corresponding Defendants, their assignees and/or successors in interest or title, and the Registrars to Plaintiffs' control. To the extent the current Registrars do not facilitate the transfer of the E-commerce Store Names to Plaintiffs' control within five (5) days of receipt of this Judgment, upon Plaintiffs' request, the top level domain (TLD) Registry for each of the E-commerce Store Names, or their administrators, including backend registry operators or administrators, shall, within thirty (30) days, (i) change the Registrar of Record for the E-commerce Store Names to a Registrar of Plaintiffs' choosing, and that Registrar shall transfer the E-commerce Store Names to Plaintiffs and (ii) place the E-commerce Store Names on Registry Hold status for the life of the current registration period for any such name, thus removing them from the TLD zone files which link the E-commerce

Store Names to the IP addresses where the associated e-commerce stores are hosted;

- b. Plaintiffs may serve this injunction on any Internet search engines with a request that they permanently disable, deindex, or delist all URLs of the E-commerce Store Names used by Defendants to promote, offer for sale and/or sell goods using counterfeits and/or infringements of Plaintiffs' Marks, based upon Defendants' unlawful activities being conducted via the E-commerce Store Names as a whole;
 - c. Defendants, their agent(s) or assign(s), shall assign in writing all rights, title, and interest, to their E-commerce Store Name(s) to Plaintiffs and, if within five (5) days of receipt of this Order Defendants fail to make such an assignment, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a); and
 - d. Defendants, their agent(s) or assign(s), shall instruct in writing all search engines to permanently delist or deindex the E-commerce Store Name(s) and, if within five (5) days of receipt of this Order Defendants fail to make such a written instruction, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a).
3. Statutory damages in favor of Plaintiffs pursuant to 15 U.S.C. § 1117(c). Plaintiffs are awarded damages of \$1,000,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that each Defendant infringed at least one trademark on one type of good. The Court considered both the willfulness of each Defendant's conduct and

the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 15 U.S.C. § 1117(c).

4. Statutory damages in favor of Plaintiffs pursuant to 15 U.S.C. § 1117(d) are determined to be:

- a. \$20,000.00 against Defendant 22 - golf-ping.com, for its domain names, golf-ping.com, and aolping.com, for which let execution issue;
- b. \$10,000.00 against Defendant 23 - ping-online.com, for its domain name, ping-online.com, for which let execution issue;
- c. \$10,000.00 against Defendant 24 - ping-sale.com, for its domain name, ping-sale.com, for which let execution issue;
- d. \$10,000.00 against Defendant 25 - callawayclub.com, for its domain name, callawayclub.com, for which let execution issue; and
- e. \$10,000.00 against Defendant 26 - proactiveping.com, for its domain name, proactiveping.com, for which let execution issue.

5. All funds currently restrained or held on account for all Defendants by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, Inc. (“PayPal”) and Stripe, Inc. (“Stripe”) and their related companies and affiliates, are to be immediately (within 5 business days), transferred by the previously referred to financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms and by Defendants, to Plaintiffs and/or Plaintiffs’ counsel in partial satisfaction of the monetary judgment entered herein against each Defendant. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms,

including but not limited to, PayPal and Stripe and their related companies and affiliates, shall provide to Plaintiffs at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) total funds released per Defendant to Plaintiffs.

6. Pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, Federal Rule of Civil Procedure 65, and the Court's inherent authority, upon Plaintiffs' request, Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal and Stripe and their related companies and affiliates, identify and restrain all funds, up to and including the total amount of judgment, in all financial accounts and/or sub-accounts used in connection with the E-commerce Store Names, or other alias identification names used by Defendants presently or in the future, as well as any other related accounts of the same customer(s) and any other accounts which transfer funds into the same financial institution account(s), and remain restrained until such funds are surrendered to Plaintiffs in partial satisfaction of the monetary judgment entered herein.
7. Interest from the date of this judgment shall accrue at the legal rate. *See* 28 U.S.C. § 1961.
8. The bond posted by Plaintiffs in the amount of \$10,000.00 is hereby ordered released by the Clerk.
9. The Court retains jurisdiction to enforce this Judgment and permanent injunction.
10. Plaintiffs are ordered to serve a copy of this Order upon Defendants by (a) providing the address to Plaintiffs' designated serving notice website to Defendants via the e-mail addresses provided by each Defendant as part of the data related to its e-commerce store,

including customer service e-mail addresses, onsite contact forms, and private messaging applications and/or services or via the registrar of record for each of the e-commerce stores; and (b) publicly by posting a true and accurate copy of the foregoing on Plaintiffs' designated serving notice website appearing at <https://servingnotice.com/Fa8o30/index.html>.

DONE AND ORDERED in Fort Lauderdale, this 26th day of November, 2024.

A handwritten signature in black ink, appearing to read 'Rodney Smith', is written over a horizontal line.

RODNEY SMITH
UNITED STATES DISTRICT JUDGE

cc: counsel of record

SCHEDULE "A"
DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, AND E-MAIL ADDRESS

Def. No.	Defendant / E-commerce Store Name	Account Information Payee	Account Information Merchant ID	Account Information Payment Account	E-mail Address
1	clearanmall.shop	Rex_Stone563@outlook.com		clara.kennedyuart@sellri.com	info@shophelpcenter.com info@mallhelpcenter.com
1	camelliamall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	dbaymall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	excelmall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	goshoppingmall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	hiremall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	lidldeemall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	lushaigemall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	macpemall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	promotionsmall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	speciamall.shop	Rex_Stone563@outlook.com Jean Lucia @JeanLucia686			info@shophelpcenter.com
1	theshymall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com
1	ygkcomall.shop	Rex_Stone563@outlook.com			info@shophelpcenter.com info@mallhelpcenter.com
1	cjmibgrmall.shop		7J8YH5A8E M23Q		info@shophelpcenter.com info@mallhelpcenter.com
			M7NA8J26W FGWS		
		shao412878liu@163.com	GKV3VDJUP WBCS		

1	cypbvmall.shop			armand_emersonnis@icloud.com	info@shophelpcenter.com
		IdaMeredith2345	LB33CJXY8 CPBA		hdfheryre66@gmail.com
1	ebiupmall.shop	James Giron @Giron773			info@shophelpcenter.com
		Arno Mike @Arno324			
1	lsnkmall.shop	Arno Mike @Arno324			info@shophelpcenter.com
1	tseoamall.shop	Amita Chudgar @Amita1Chudgar			info@shophelpcenter.com
		Arno Mike @Arno324			
1	whiteamall.shop	Jeremey Slack @Jeremey261			info@shophelpcenter.com
		Arno Mike @Arno324			
1	ybffomall.shop	Alex Flores @Alex1Flores			info@shophelpcenter.com
		Arno Mike @Arno324			
1	cjpormall.shop	Arno Mike @Arno324			info@shophelpcenter.com
1	lhtrmall.shop	Arno Mike @Arno324			info@shophelpcenter.com
1	uoenpmall.shop	Arno Mike @Arno324			info@shophelpcenter.com
1	lsypockmall.shop		9JHM5EYGS E7HE		info@shophelpcenter.com
			URG UW5CQ 9T9Y8		
			KFC SHH87Y 4NH2		
1	qwtunhmall.shop		TQ8D78WRC WB7N		info@shophelpcenter.com
			KFC SHH87Y 4NH2		
			MD6GZLBK E4JG8		
			96KXQKZL2 P9W2		
			URG UW5CQ 9T9Y8		

			5R88VRFNR FMWQ		
			C6NTR25FN XPUJ		
1	showdomall.shop		9KLTBUWY SZ6KL	LapinskaJoan162@gmail.com	info@shophelpcenter.com
1	kctuimall.shop				info@shophelpcenter.com
1	nuskmall.shop				info@shophelpcenter.com
1	renxomall.shop				info@shophelpcenter.com
1	ufgtmall.shop				info@shophelpcenter.com
1	zhzruommall.shop		W5WAJB4D6 7EZL		info@shophelpcenter.com
			GSKNMHN3 P5ALJ		hdfheryre66@gmail.com
		kou4235pinni@163.com	DDF5S3W52 VPY8		info@mallhelpcenter.com
1	weiliangubaomall.shop	kou4235pinni@163.com	DDF5S3W52 VPY8		
			W5WAJB4D6 7EZL		
			MZ8YHUB8F 4LPG		hdfheryre66@gmail.com
			VDZCJW2N VJNVE		info@shophelpcenter.com
			HC7PD256N EVRY		
			2SY89M75S4 EN8		
1	vslgomall.shop			quintion.harrisonmico@outlook.com	info@shophelpcenter.com
		Tom_Gallachernis@outlook.com			info@mallhelpcenter.com
					hdfheryre66@gmail.com
1	airehomall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
1	aliexmall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
1	daotemall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
1	dewlmall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
1	dsonmall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
1	mollymall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com

1	perfemall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
1	republicmall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
1	seecmall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
1	unitedmall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
1	xmaxmall.shop	Tom_Gallachernis@outlook.com			info@shophelpcenter.com
				louise.evamico@outlook.com	info@shophelpcenter.com
2	aspotan.com		5TVHL4ZHM9CXS	coradiyoeckelp1136@gmail.com	support@aspotan.com
		support partner	5B8M9BSNDT2XN	6nwxwsan@gugemail.life	
			GNZUF84ZW7QLJ		
			WCR9LPPZXMRVG		
			GDGLTX658UUQY		
			LTWVNSWEU7GVG		
			C72FXNAWGFTHA		
			APWEAFMPHT2ZS		
			CJMGGTF5ZZXQA		
			N4B8R6Q6CA2F8		
			PJ8SMTH4C6ATA		
			HXUD66GDWXNHU		
			6AU8PPFH4F5NL		
			HUD55RXEULKCY		
			5PUHSEJQ3YFRL		
			BJNRXNF9TW2SW		
			QGSDBR6EP U4SA		

			22WS6U5LB MWB6		
2	meftala.com		GNZUF84ZW 7QLJ		support@meftala.com no-reply- aws@trackingorder.online
			LGUGCW2V P5EL4		
			22WS6U5LB MWB6		
2	pipodg.com		SYLMVMA8 X8D54		support@pipodg.com khanromash31@gmail.co m
			W5GVVDHL BMBKA		
			MNMFHFRL SDCYQ		
			HUD55RXEU LKCY		
			K29JGJHZTF V88		
			WCR9LPPZX MRVG		
			UXW3B3E22 BJ2E		
			22WS6U5LB MWB6		
			D5RK25KDS KLWE		
3	3dfuncollect.com	3DFUN COLLECT	QG7GXPJXZ 5TDE		support@3dfuncollect.co m
		Stripe Payment	3DFUNCOLL ECT		
4	88silvery.com	88Silvery	HMSB8L5M ZFNCN	support@88silvery.com	support@azestworld.com support@88silvery.com support@nexocorner.com
4	nexocorners.com		BRWXMCSL 2FTMJ		support@nexocorner.com
5	amzgiftboutique.com	Amzgiftboutique	ZSY2UVXBS VED8	support@amzgiftboutique.c om	support@amzgiftboutique. com minhnx109@gmail.com
7	tagotee.net		AAYLWTS4 RCGPG	help.thaovystore@gmail.co m	sales@tagotee.net
7	blinkenzo.com a.k.a. tagotee.net		AAYLWTS4 RCGPG	help.thaovystore@gmail.co m	admin@blinkenzo.com sales@tagotee.net
7	kernelshirt.com a.k.a. tagotee.net		AAYLWTS4 RCGPG		admin@kernelshirt.com sales@tagotee.net

7	tagotee.store		W94P3ZT9D GY4S		sales@tagotee.net
			534J7L62A5L 5W		
8	eceshsports.shop		22HQY4A3R 9DJS	ivanovich.2rahv@rambler.ru	hszsbananas@gmail.com
			WC52HK96A VCC2		
8	eezsjeserys.shop		7AZSCFC7Y ALC4		backerjlc fz3604@gmail.c om jakevisaracely@gmail. com
			JWK2US2D6 NXUE		
			QQQAXYSF 2EBDL		
			UVSD9RCEZ M2UN		
8	eomesjeserys.shop		K8C6N6XA9 TAGE		backerjlc fz3604@gmail.c om jakevisaracely@gmail.co m
			UVSD9RCEZ M2UN		
			WC52HK96A VCC2		
			K7VYCLHT4 DKFE		
8	gogoserys.shop	tiffany	G2SKPER3S FGUS	lovelivin@live.ca	backerjlc fz3604@gmail.c om jakevisaracely@gmail.co m
			TQRMGUX5 UTWQS		
			CYUBRFN59 GCCW		
8	homejeserys.shop		AVY4CWNE XKB3A		backerjlc fz3604@gmail.c om jakevisaracely@gmail.co m
			NZBJXLYKC 8ZNC		
			UVSD9RCEZ M2UN		
			TM4N9F7HP SA5A		
8	homeshsportos.shop		RKYTYBKJ8 2948		hszsbananas@gmail.com
			22HQY4A3R 9DJS	ivanovich.2rahv@rambler.ru	

			WC52HK96A VCC2		
8	hszsportsc.shop		3785YHU5A E59N		hszsbananas@gmail.com
			UVSD9RCEZ M2UN		
			GXNZRCDY 7VTAS		
			MEVFBWT8 9QRRN		
			WC52HK96A VCC2		
8	rachelcat.shop		WC52HK96A VCC2	veachakomn@mail.ru	rcicwsewldubeb8@gmail.com
			UVSD9RCEZ M2UN		
	tiffany		G2SKPER3S FGUS		
			JWK2US2D6 NXUE		
8	smeshsportos.shop		AWE9B5KK7 H5JN		hszsbananas@gmail.com
			UVSD9RCEZ M2UN		
			WC52HK96A VCC2		
8	vssdhporto.shop		WW7UKME4 WXY32		hszsbananas@gmail.com
			WC52HK96A VCC2		
8	youmejeserys.shop		SJ95K3VKM HAYQ		backerjlcfcz3604@gmail.com
	tiffany		G2SKPER3S FGUS		
9	facedsdtd.tech		HFPPBFNSA 5Y7N		support@dailysale-usa.com
			PAFDQSLE5 F6MS		
			5WD5KEWW 62ZYE		
9	ninopstore.com		AKN7STJJ5A JTE		
9	onashshop.com		AKN7STJJ5A JTE		
9	wayfair-us.com		QVHVDHA4 634ZY		

			AKN7STJJ5A JTE		support@dailysale- usa.com support@dailysale.com
9	welbeeshop.com		AKN7STJJ5A JTE		
10	gifnestbuyus.com		WVFHNXNX RC8JJ	support@gnhungtee.com	contact@gifnest.com gifnestbuy@gmail.com
			9VCXPL7298 UNY		
			WQ3V59VW LDTPY		
12	kybershop.com		ZW4B8ENM ARZ3U	pay.dornforest@gmail.com	support@kybershop.us admin@kybershop.com
			6LH46V2RP6 6ZG		
12	kybershop.net		7Z2UUNMBJ CKK6		
13	liouis.com	ping-sale	GEUCXXCD B7JGG	740170821@qq.com	service@ping-online.com help@afterorderservice.co m
13	luxuriousbags.shop	ping-sale	GEUCXXCD B7JGG		ping-sale@outlook.com support@ping-online.com
14	michellepant.shop		FTR6B3ETK QMZC		rjaadyrx84211@gmail.co m
			J9S955FS3C GEU		
			HVD45PBFZ 6666		
		fengguanglan821@126.c om	58BSKLAAN THRA		
			UFLNBAA6F 7KLQ		
			PYP8B7T88G T2Q		
15	mintfabrics.us		5V6DMV4QZ TRRY		support@mintfabrics.us
16	new-golfstore.com		78VQUAWZ UFC2L		admin@sorelshop.com
			4ZJHMD5TS 8UW4		admin@new- golfstore.com
			ZH4L3JM3DJ W58		
18	outdoor-camping- supplies-shop.com		DY4VG3ZNB ZSQ6	gmangzrkzlbxcjr@hotmai l.com	qcghkwzbhu@hotmail.co m
			2GLDT98U95 ENL		jakevisaracely@gmail.co m

			VFZ97WKKP 8LBW		
			NSASU8H3Q EEJ6		
19	thedappertshirt.com		SAVRVFFLC SSX2		info@thedappertshirt.com
			TKN8MFRM EHUXS		romashkhan39@gmail.com
20	storeclearance-us.com		NDNVQ2AG JELB6	jummcarh@hotmail.com	fecbrwn993ea@gmail.com
			2FXC67R9EP 3LS		
			5BJR4S7TPF L72		
			UNRJ5JQKW K3K8		
			WQE69DUD C7QSE		
			MYBDSL4G E93PA		
			76ETWB8A8 SLDN		
			7JZYL9BE7B 6CW		
			M7NAYU3G RPT9L	patsyqlfsg335907@aol.com	
			SGNEMW6A CQTYL		
			QX8RR7R6H DA66		
			WNABXT22 RBY58	pontiusleo084@aol.com	
			R8QBF65LA BPQU		
			5E7VXMLZS CR4S	wgx8psk5@hotmail.com	
21	qnwb.asia		J27KASTSV GTNY		reqdjgjb@hotmail.com
22	golf-ping.com		AUW9EV9D LDT8L	malayuddin@web.de	louisvuitton@nuyis.com
			QMESFEC9K 9VLQ	nurizzuafatinumayrah@web.de	
22	aolping.com		AUW9EV9D LDT8L	xiong950715@163.com	louisvuitton@nuyis.com support@ping-online.com noreply@notice.zhcartapps.com

23	ping-online.com		AHFKPXVF MQSRU	service@ping-online.com	support@ping-online.com service@ping-online.com
24	ping-sale.com	Credit Card			
25	callawayclub.com	Credit Card			
26	proactiveping.com	Stripe Payment	bestepy.com		admin@kayinhome.com
		Online Shop	R4TPTNWB DH9XY		
		Online Shop	KF77ZRMW4 BHQL		
		Online Shop	UKZAB6LHZ QR8Y		
		Online Shop	CFSBPJVZ9R XCY		
		Online Shop	5G4GW78AY ZCPN		
		Online Shop	2M7PSSUA4 M4AS		
			WNBKL68R3 PTRY		
			HYHEBX7L8 9DQG		
		6l5e7e@gmailhf.com	NHKUBE BN T6782		
26	newcallawaygolf.com	Credit Card			admin@kayinhome.com
26	Thegolfcallaway.com	Credit Card			admin@kayinhome.com
27	gupylab.com	Stripe Payment	RH *goronwy.co m		service@goronwy.com service@gupylab.com
28	dealsonlines.shop	Stripe Payment	FIELDE.US		vipservicereply@outlook. com