

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

**CASE NO. 25-cv-20181-BLOOM/Elfenbein**

S.A.S JEAN CASSEGRAIN, *et al.*,

Plaintiffs,

v.

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

Defendants.

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**DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION**

**THIS CAUSE** is before the Court upon Plaintiffs' Motion for Entry of Default Final Judgment Against Defendants, ECF No. [33] ("Motion"), filed on March 26, 2025. For the reasons set forth in the Court's Order on the Motion, ECF No. [34], **FINAL JUDGMENT** is entered, pursuant to Federal Rule of Civil Procedure 58, in favor of Plaintiffs, S.A.S Jean Cassegrain and Longchamp USA, Inc. ("Plaintiffs"), and against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants" and/or "E-commerce Store Names") on all Counts of the Amended Complaint as follows:

(1) **Permanent Injunctive Relief**: Defendants and their officers, directors, employees, agents, subsidiaries, distributors, and all persons acting in concert and 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 any confusingly

similar trademarks, identified in Paragraph 16, of the Amended Complaint (“Plaintiffs’ Marks”);

- b. using the Plaintiffs’ Marks in connection with the sale of any unauthorized goods;
- c. using any logo and/or layout that 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 that 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, infringement, copy, or colorable imitation of the 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 the Plaintiffs' Marks, or any confusingly similar trademarks, within domain name extensions, 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 that are visible to a computer user or serves to direct computer searches to e-commerce stores registered, owned, or operated by the 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:** In order to give practical effect to the Permanent Injunction:

- a. Upon Plaintiffs' request, the E-commerce Store Names identified on Schedule "A" hereto are hereby ordered to be immediately transferred by the corresponding Defendants also identified on Schedule "A" hereto, 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 the Plaintiffs' control within five (5) days of receipt of this Judgment, upon the Plaintiffs' request, those corresponding Defendants and 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 the Plaintiffs' choosing, and that Registrar shall transfer the E-commerce Store Names to the Plaintiffs, or (ii) place the E-commerce Store Names on Registry Hold status for the life of the current registration, thus removing them from the TLD zone files maintained by the Registries that link the E-commerce Store Names to the IP addresses where the associated websites are hosted;

- b. Plaintiffs may serve this injunction on any Internet search engines or any service provider referring or linking users to any specific URLs of the E-commerce Store Names with a request that the service provider permanently disable the references or links to, and/or permanently de-index or delist any specific URLs identified by Plaintiffs which are being used by Defendants in connection with the offering for sale or sale of goods bearing and/or using counterfeits of the Plaintiffs' Marks, based upon Defendants' unlawful activities being conducted via the E-commerce Store Names as a whole and via the URLs identified by Plaintiffs;
- c. Defendants, their agent(s) or assign(s), shall voluntarily assign 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);
- d. The 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, the 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 the Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a);

- e. Upon Plaintiffs' request, the Defendants shall request, in writing, permanent termination of any messaging services, E-commerce Store Names, usernames, and social media accounts they own, operate, or control on any messaging service, e-commerce marketplace, and social media website;
- f. Plaintiffs may serve this injunction on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses that are or have been used by the Defendants in connection with the Defendants' promotion, offering for sale, and/or sale of goods using counterfeits and/or infringements of the Plaintiffs' Marks; and
- g. Plaintiffs may serve this injunction on the e-commerce store's registrar(s) and/or the privacy protection service(s) for the E-commerce Store Names to disclose to Plaintiffs the true identities and contact information for the registrants of the E-commerce Store Names.

**(3) Statutory damages pursuant to 15 U.S.C. § 1117(c):** Plaintiffs are entitled to an award of statutory damages against each Defendant pursuant to 15 U.S.C. § 1117(c) as follows:

- a. \$960,000.00 against Defendant Number 1 - long-champ.com.tr a/k/a longchampargentina.com, for which sum let execution issue;

- b. \$2,400,000.00 against Defendant Number 2 - buylongchampshop.com, for which sum let execution issue;
- c. \$360,000.00 against Defendant Number 4 - longchampbagireland.com, for which sum let execution issue;
- d. \$1,440,000.00 against Defendant Number 5 - longchampbagoutletusa.com, for which sum let execution issue;
- e. \$720,000.00 against Defendant Number 6 - longchampbagsk.com, for which sum let execution issue;
- f. \$480,000.00 against Defendant Number 7 - longchampbagsuae.com a/k/a longchamp-colombia.com, for which sum let execution issue;
- g. \$480,000.00 against Defendant Number 8 - longchampbolsoschile.com, for which sum let execution issue;
- h. \$960,000.00 against Defendant Number 9 - longchampcantaturkiyefiyatlarl.com, for which sum let execution issue;
- i. \$1,440,000.00 against Defendant Number 10 - longchamphenchile.com, for which sum let execution issue;
- j. \$480,000.00 against Defendant Number 11 - longchamp-factory-outlet.com, for which sum let execution issue;
- k. \$480,000.00 against Defendant Number 13 - longchamp-ksa.com, for which sum let execution issue;
- l. \$480,000.00 against Defendant Number 15 - longchamplondonoutlet.com, for which sum let execution issue;
- m. \$1,440,000.00 against Defendant Number 16 - longchampnyc.com a/k/a longchampnewyork.com, for which sum let execution issue;
- n. \$1,440,000.00 against Defendant Number 17 - longchamposterreich.at, for which sum let execution issue;
- o. \$720,000.00 against Defendant Number 18 - longchampoutletpolska.pl, for which sum let execution issue;
- p. \$480,000.00 against Defendant Number 19 - longchampoutletsfactory.com, for which sum let execution issue;
- q. \$1,440,000.00 against Defendant Number 20 - longchamp-outletstoreonline.com, for which sum let execution issue;

- r. \$480,000.00 against Defendant Number 21 - longchampportugallojas.com, for which sum let execution issue;
- s. \$480,000.00 against Defendant Number 22 - longchamp-romania.com, for which sum let execution issue;
- t. \$360,000.00 against Defendant Number 23 - longchampslovenija.com, for which sum let execution issue;
- u. \$360,000.00 against Defendant Number 24 - longchampsrbija.com, for which sum let execution issue;
- v. \$360,000.00 against Defendant Number 25 - longchamptasche.com, for which sum let execution issue;
- w. \$480,000.00 against Defendant Number 26 - longchamptr.com, for which sum let execution issue;
- x. \$360,000.00 against Defendant Number 27 - longchamp-turkey.com, for which sum let execution issue;
- y. \$480,000.00 against Defendant Number 28 - longchampuadubaimall.com, for which sum let execution issue;
- z. \$960,000.00 against Defendant Number 29 - longchampuaesale.com, for which sum let execution issue;
- aa. \$480,000.00 against Defendant Number 30 - longchampurwebsite.com, for which sum let execution issue; and
- bb. \$960,000.00 against Defendant Number 31 - newlongchampstore.com, for which sum let execution issue.

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 pursuant to 15 U.S.C. § 1117(d):** Plaintiffs are entitled to an award of statutory damages against each Defendant pursuant to 15 U.S.C. § 1117(d) as follows:

- a. \$20,000.00 against Defendant Number 1 - long-champ.com.tr a/k/a longchampargentina.com, for its e-commerce store names long-champ.com.tr and longchampargentina.com, for which sum let execution issue;
- b. \$10,000.00 against Defendant Number 2 - buylongchampshop.com, for its e-commerce store name buylongchampshop.com, for which sum let execution issue;
- c. \$10,000.00 against Defendant Number 4 - longchampbagireland.com, for its e-commerce store name longchampbagireland.com, for which sum let execution issue;
- d. \$10,000.00 against Defendant Number 5 - longchampbagoutletusa.com, for its e-commerce store name longchampbagoutletusa.com, for which sum let execution issue;
- e. \$10,000.00 against Defendant Number 6 - longchampbagsk.com, for its e-commerce store name longchampbagsk.com, for which sum let execution issue;
- f. \$20,000.00 against Defendant Number 7 - longchampbagsuae.com a/k/a longchamp-colombia.com, for its e-commerce store names longchampbagsuae.com and longchamp-colombia.com, for which sum let execution issue;
- g. \$10,000.00 against Defendant Number 8 - longchambolsoschile.com, for its e-commerce store name longchambolsoschile.com, for which sum let execution issue;
- h. \$10,000.00 against Defendant Number 9 - longchampcantaturkiyefiyatlarl.com, for its e-commerce store name longchampcantaturkiyefiyatlarl.com, for which sum let execution issue;
- i. \$10,000.00 against Defendant Number 10 - longchampen Chile.com, for its e-commerce store name longchampen Chile.com, for which sum let execution issue;
- j. \$10,000.00 against Defendant Number 11 - longchamp-factory-outlet.com, for its e-commerce store name longchamp-factory-outlet.com, for which sum let execution issue;
- k. \$10,000.00 against Defendant Number 13 - longchamp-ksa.com, for its e-commerce store name longchamp-ksa.com, for which sum let execution issue;

- l. \$10,000.00 against Defendant Number 15 - longchamplondonoutlet.com, for its e-commerce store name longchamplondonoutlet.com, for which sum let execution issue;
- m. \$20,000.00 against Defendant Number 16 - longchampnyc.com a/k/a longchampnewyork.com, for its e-commerce store names longchampnyc.com and longchampnewyork.com, for which sum let execution issue;
- n. \$10,000.00 against Defendant Number 17 - longchamposterreich.at, for its e-commerce store name longchamposterreich.at, for which sum let execution issue;
- o. \$10,000.00 against Defendant Number 18 - longchampoutletpolska.pl, for its e-commerce store name longchampoutletpolska.pl, for which sum let execution issue;
- p. \$10,000.00 against Defendant Number 19 - longchampoutletsfactory.com, for its e-commerce store name longchampoutletsfactory.com, for which sum let execution issue;
- q. \$10,000.00 against Defendant Number 20 - longchamp-outletstoreonline.com, for its e-commerce store name longchamp-outletstoreonline.com, for which sum let execution issue;
- r. \$10,000.00 against Defendant Number 21 - longchampportugallojas.com, for its e-commerce store name longchampportugallojas.com, for which sum let execution issue;
- s. \$10,000.00 against Defendant Number 22 - longchamp-romania.com, for its e-commerce store name longchamp-romania.com, for which sum let execution issue;
- t. \$10,000.00 against Defendant Number 23 - longchampslovenija.com, for its e-commerce store name longchampslovenija.com, for which sum let execution issue;
- u. \$10,000.00 against Defendant Number 24 - longchampsrbija.com, for its e-commerce store name longchampsrbija.com, for which sum let execution issue;
- v. \$10,000.00 against Defendant Number 25 - longchamptasche.com, for its e-commerce store name longchamptasche.com, for which sum let execution issue;
- w. \$10,000.00 against Defendant Number 26 - longchamptr.com, for its e-commerce store name longchamptr.com, for which sum let execution issue;

- x. \$10,000.00 against Defendant Number 27 - longchamp-turkey.com for its e-commerce store name longchamp-turkey.com, for which sum let execution issue;
- y. \$10,000.00 against Defendant Number 28 - longchampaedubaimall.com, for its e-commerce store name longchampaedubaimall.com, for which sum let execution issue;
- z. \$10,000.00 against Defendant Number 29 - longchampaesale.com, for its e-commerce store name longchampaesale.com, for which sum let execution issue;
- aa. \$10,000.00 against Defendant Number 30 - longchampukwebsite.com, for its e-commerce store name longchampukwebsite.com, for which sum let execution issue; and
- bb. \$10,000.00 against Defendant Number 31 - newlongchampstore.com, for its e-commerce store name newlongchampstore.com, for which sum let execution issue.

(5) 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, Inc. ("PayPal"), and their related companies and affiliates, are to immediately (within five (5) business days) identify, restrain, and be required to surrender to Plaintiffs 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 used by Defendants presently or in the future, as well as any other related E-commerce Store Name(s) and account(s) of the same customer(s), and any other account(s) which transfer funds into the same financial institution account(s). Such financial accounts and/or sub-accounts shall remain restrained until such funds are surrendered to Plaintiffs in partial satisfaction of the monetary judgment entered herein. All financial institutions, payment processors, banks, escrow

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services, money transmitters, or marketplace platforms including but not limited to, PayPal, and their related companies and affiliates, shall provide to Plaintiffs at the time any funds are surrendered, 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) the total funds released per Defendant to Plaintiffs.

(6) The Clerk of Court shall **RELEASE** the bond posted by Plaintiffs in the amount of \$10,000.00.

(7) Interest from the date this action was filed shall accrue at the legal rate pursuant to 28 U.S.C. § 1961.

(8) The Court retains jurisdiction to enforce this Default Final Judgment and Permanent Injunction.

**DONE AND ORDERED** in Chambers at Miami, Florida on March 31, 2025.

A handwritten signature in black ink, appearing to be 'JB' with a long horizontal stroke extending to the right.

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**BETH BLOOM**  
**UNITED STATES DISTRICT JUDGE**

Copies to:  
Counsel of Record

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

Def. No.	Defendant / E-commerce Store Name	Payee Information	Merchant ID	PayPal E-mail	E-mail Addresses
1	long-champ.com.tr		CFMN9AY679 26C		
1	longchampargentina.com		CFMN9AY679 26C		
2	buylongchampshop.com		MRBPVAEQB EHM2		admin@buylongchampshop.com
		More Four Less		blgbjdkkeytau@hotmai.com	admin@buylongchampshop.com
			L43WSVNQ93 YV6		admin@buylongchampshop.com
3	<i>Dismissed</i>				
4	longchampbagireland.com	Ceridian Hcm Holding Inc.	PVGNH MJNQ 45HQ		
5	longchampbagoutletusa.com		8WXPR9C26A MM6		
		FRANK ENGLAND		herculeslinde46@gmail.com	no-reply-aws@trackingorder.online
6	longchampbagsk.com	TIANAORTEGA	DLHZM82B53 SZ2		
7	longchampbagsuae.com	ROBERTROBERTSON	AXCJ8QF8XT CPY		
7	longchamp-colombia.com	ROBERTROBERTSON	AXCJ8QF8XT CPY		
8	longchambolsoschile.com	ADAMGRECO	VDK7SGV6N GGJL		
		jazares martins	4TUJ5B5LQR D9U		
		bernice tillman	2UP5MZM6X5 2DS		
		kristie hunter	X9MJT73W4V R5Q		
		tuyen dang	FCB6DP6AFL ARC		
		marsha cummings	GAXQPW5KZ L98A		
9	longchampcantaturkiyefiyatlarl.com		XQCBUCLRA 4NSJ		

10	longchamphenchile.com		9QPQFYZLFA PW2		
11	longchamp-factory-outlet.com		26VLN58X8T V6E		
12	<i>Dismissed</i>				
13	longchamp-ksa.com	Camille Marston	K9AUBEQFY ULPQ		
		kathleen harvey	EZAAZ39R5D 5F8		
		kathleen harvey	DYV3JM4V99 3RS		
		maryann kolas	ER93V6DHUC N8J		
		maryann kolas	Q9ZQMLY5A4 SVN		
		janetcruz	Y6WEE29E7F AQQ		
		janetcruz	7TH33QKUW VGDY		
		maryann kolas	Y6AG66VYFF HDY		
14	<i>Dismissed</i>				
15	longchamlondonoutlet.com	sharon hotwick	6X8HSTDVU5 VEE		
16	longchampnyc.com		E84WBWRLJF CS4		
16	longchampnewyork.com				
17	longchamposterreich.at	Patricia Benson	W6QEBC9HRF 3GU @PatriciaBricia 27336		
18	longchampoutletpolska.pl		XC3F47XABZ L6S		
19	longchampoutletsfactory.com		76YHCLJQ953 3L		
20	longchamp- outletstoreonline.com		E7SUQWATY VMVN		
21	longchampportugallojas.com	Cle.Mser	N7YMC7HVQ C5SW		
22	longchamp-romania.com		GYK7ENRF3S PSN		
23	longchampslovenija.com	LINXIAN	QJYCM85GAR BLQ		
24	longchampsrbija.com	LUOJIANW EI	VVRWKDZ8P 3JFW		

25	longchamptasche.com		AHYH2WWSV 2EJU		admin@longchamptaschen.com
			F4SSCYBM26 FB4		admin@longchamptaschen.com
			FHVUDUPACJ YR6		admin@longchamptaschen.com
26	longchamptr.com		HRVEVBB3V UUDJ		
			RJ94ZJYUZ5X ME		
			YRDA6HMY WY3KY		
27	longchamp-turkey.com	BARFIELD LEON	XC2H4RJ2EW RF2		
		WayneBanne r93@hotmail .com	VWKYS3WUZ EK4A		
28	longchampuadubaimall.com	BonesteelBer trand26@gm ail.com	FF2ADSZQEB JP6		
29	longchampuaesale.com		JRRMNBHA45 CES		
30	longchampukwebsite.com	JENNIFERC HAMBERS	X3YUDJ3BLB 72J		
31	newlongchampstore.com		WUDTDPVBE M4NQ		admin@newlongchampstore.com
			B4SN679ML4J QA		admin@newlongchampstore.com
			5MMTR42R5 M3KS		admin@newlongchampstore.com
			4FSVGQP3245 X8		admin@newlongchampstore.com
			5WENT9EL48 GA6		admin@newlongchampstore.com
		Hearth & Soul	VRGW7PG9S8 BCA	fnbyad9663@ hotmail.com	d@chieftratt.com admin@newlongchampstore.com