## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-cv-20335-BLOOM/Elfenbein

RICHEMONT INTERNATIONAL SA,

Plaintiff,

v.

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

Defendants.

ORDER GRANTING PLAINTIFF'S MOTION FOR ENTRY OF PRELIMINARY INJUNCTION

**THIS CAUSE** is before the Court upon Plaintiff's Motion for Entry of a Preliminary Injunction ("Motion"), ECF No. [10]. The Court has carefully considered the Motion, the record in this case, the applicable law, and is otherwise fully advised.

Plaintiff, Richemont International SA ("Plaintiff"), moves for entry of a preliminary injunction against Defendants<sup>1</sup> for alleged violations of the Lanham Act, 15 U.S.C. §§ 1114 and 1125(a). The Court held a hearing on February 6, 2025, which was attended by counsel for Plaintiff only. During the hearing, Plaintiff directed the Court to evidence supporting the Motion. None of the Defendants formally responded to the Motion, nor have they made any appearance or filing in this case, either individually or through counsel. Because Plaintiff has satisfied the requirements for the issuance of a preliminary injunction, the Court grants the Motion.

<sup>&</sup>lt;sup>1</sup> Defendants are the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A".

#### I. BACKGROUND<sup>2</sup>

Plaintiff Richemont International SA is the owner of the following trademarks (the "Plaintiff's Marks"), which are valid and registered on the Principal Register of the United States Patent and Trademark Office (USPTO):

Registered Trademark	Registration Number	Registration Date	Classes/Goods	
CARTIER	0,411,239	January 9, 1945	IC 014 - Precious-Metal Warenamely, the following articles made, in whole or in part, of Precious Metals or Plated With the Same; Jewel Boxes, Fobs, Bracelets, Watch Bracelets And Buckles Therefore, not including Watches, Cuff Links, Brooches, Earrings, Eyeglass Cases, Cigarette Lighters, Ash Trays, Envelope Openers, Wallets, Money Clips, Perfume Bottles, Desk Sets, Handbags, Key Chains, Finger Rings.	
	0,411,240	January 9, 1945	IC 014 - Articles of Jewelry for Personal Wear and for Precious-Metal Ware-Namely, the Following Articles Made, in Whole or in Part, of Precious Metals or Plated with the Same viz, Jewel Boxes, Fobs, Bracelets, Watch Bracelets and Buckles Therefor, Not Including Watches, Cuff Links, Brooches, Earrings, Eyeglass Cases, Cigarette Lighters, Ash Trays, Envelope Openers, Wallets, Money Clips, Perfume Bottles, Desk Sets, Handbags, Key Chains, Finger Rings	

<sup>&</sup>lt;sup>2</sup> The factual background is taken from Plaintiff's Amended Complaint, ECF No. [20], Plaintiff's Motion, ECF No. [10], and supporting evidentiary submissions. Plaintiff filed declarations and exhibits annexed thereto in support of its Motion. The declarations are available in the docket at the following entries: Tritton Decl., ECF No. [10-1], Gaffigan Decl., ECF No. [10-2], and Burns Decl., ECF No. [10-3].

Cartier	0,411,975	February 13, 1945	IC 014 - Watches and Clocks and Wrist Watches with Wrist Straps and Bracelets Attached for Securing the Same on the Wrist of the Wearer, and Traveling Clocks and Watches with Covers of Leather, Fabric and the Like for Protecting Them While Traveling	
CARTIER	0,759,201	October 29, 1963	IC 014 - Watches and Clocks	
TANK	1,006,321	March 11, 1975	IC 014 - Watches	
SANTOS	1,344,284	June 25, 1985	IC 014 - Watches	
PANTHERE	1,353,952	August 13, 1985	IC 014 - Watches	
PANTHERE DE CARTIER	1,365,478	October 15, 1985	IC 014 - Watches	
BALLON BLEU	3,476,888	July 29, 2008	IC 014 - Watches, Chronometers, Clocks	
Cartier	4,178,047	July 24, 2012	IC 014 - Jewelry and watches	

See Decl. of Emma-Jane Tritton (Tritton Decl.), ECF No. [10-1] ¶ 6; ECF No. [20-1] (containing Certificates of Registrations for the Plaintiff's Marks at issue). The Plaintiff's Marks are used in connection with the manufacture, promotion, distribution, and sale of high-quality goods in the categories identified above. See Tritton Decl., ECF No. [10-1] ¶¶ 5-7.

Defendants, by operating the Internet based e-commerce stores under the seller names (the "E-commerce Store Names") identified on Schedule "A" have advertised, promoted, offered for sale, or sold goods bearing and/or using what Plaintiff has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Plaintiff's Marks. *See id.* ¶¶ 11-

15; Decl. of Stephen M. Gaffigan (Gaffigan Decl.), ECF No. [10-2] ¶¶ 2-3; Decl. of Kathleen Burns (Burns Decl.), ECF No. [10-3] ¶ 4.

Although each Defendant may not copy and infringe each of the Plaintiff's Marks for each category of goods protected, Plaintiff has submitted sufficient evidence showing that each Defendant has infringed at least one or more of the Plaintiff's Marks. *See* Tritton Decl., ECF No. [10-1] ¶¶ 11-15. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the Plaintiff's Marks. *Id.* ¶¶ 11, 14-15.

Plaintiff's counsel retained Invisible Inc, a licensed private investigative firm ("Invisible"), to investigate the promotion and sale of counterfeit and infringing versions of Plaintiff's branded products by Defendants and to obtain the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit and infringing versions of Plaintiff's branded products. *See* Tritton Decl., ECF No. [10-1] ¶ 12; Gaffigan Decl., ECF No. [10-2] ¶ 2; Burns Decl., ECF No. [10-3] ¶ 3. Invisible accessed the Internet based e-commerce stores operating under Defendants' E-commerce Store Names,<sup>3</sup> placed an order from each Defendant for the purchase of a product bearing and/or using counterfeits of at least one of the Plaintiff's Marks and requested each product be shipped to the Southern District of Florida. *See* Burns Decl., ECF No. [10-3] ¶ 4 and ECF Nos. [10-4] – [10-6]. Each order was processed entirely online and following the

<sup>&</sup>lt;sup>3</sup> Certain Defendants operate their E-commerce Store Names in tandem with electronic communication via private messaging applications and/or services to complete their offer and sale of counterfeit and infringing versions of Plaintiff's branded products. Additional means of contact provided by Defendants, including e-mail addresses and WhatsApp phone numbers are also identified on Schedule "A" hereto. (Burns Decl., ECF No. [10-3] ¶ 4, n.1.)

<sup>&</sup>lt;sup>4</sup> During the checkout process from Defendant 13's E-commerce Store Names, cnxsces.store and cysenwk.shop, Invisible's firm was automatically redirected to Defendant 13's E-commerce Store Name, yewugu.store. (Burns Decl., ECF No. [10-3] ¶ 4, n.2.)

submission of the orders, Invisible received information for finalizing payment<sup>5</sup> for the various products ordered on each of the Defendants' e-commerce stores as identified on Schedule "A." *See id.* At the conclusion of the process, the detailed web page captures and images of the various products bearing and/or using the Plaintiff's Marks offered for sale and ordered via Defendants' E-commerce Store Names were sent to Plaintiff's representative for inspection. *See* Tritton Decl., ECF No. [10-1] ¶¶ 4, 11-15; Gaffigan Decl., ECF No. [10-2] ¶ 2; Burns Decl., ECF No. [10-3] ¶ 4.

Under the direct supervision of Plaintiff's representative, Corsearch Inc.'s reviewing representatives reviewed the various products bearing and/or using Plaintiff's Marks identified and captured by Invisible by reviewing the Internet based e-commerce stores operating under Defendants' E-commerce Store Names, and/or the detailed web page captures thereof, together with photographs of certain received goods, and determined the products were non-genuine, unauthorized versions of Plaintiff's products. *See* Tritton Decl., ECF No. [10-1] ¶¶ 4, 11-15.

On January 22, 2025, Plaintiff filed its Complaint, ECF No. [1], and thereafter on January 31, 2025, its Amended Complaint against Defendants for trademark counterfeiting and infringement, false designation of origin, common law unfair competition, and common law trademark infringement, ECF No. [20]. On January 23, 2025, Plaintiff filed its *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets, ECF No. [10]. On January 24, 2025, this Court issued a Temporary Restraining Order and temporarily restrained Defendants from infringing the Plaintiff's Marks at issue. *See* ECF No. [13]. The Temporary Restraining Order also directed PayPal, Inc. ("PayPal"), to identify and restrain funds in payment accounts associated with Defendants and to divert those

<sup>&</sup>lt;sup>5</sup> Invisible did not transmit the funds to finalize the sale for orders from many of the Defendants purportedly to avoid adding additional funds to Defendants' coffers. (Gaffigan Decl., ECF No. [10-2] ¶ 2 n.1; Burns Decl., ECF No. [10-3] ¶ 4 n.3.)

funds to a holding account. Pursuant to the Court's January 24, 2025, Order, Plaintiff served Defendants with a copy of the Complaint together with copies of the Ex Parte Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets, and the Court's January 24, 2025, Temporary Restraining Order, thereby providing notice and copies of the January 24, 2025, Temporary Restraining Order and Plaintiff's Ex Parte Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets via email to each Defendant's corresponding email/online contact form, via registrar, and by posting copies of the Temporary Restraining Order and all other pleadings and documents on file in this action on the website located http://servingnotice.com/RUM7tz/index.html. Thereafter, Certificates of Service were filed confirming service on each Defendant, ECF Nos. [21]-[23].

#### II. LEGAL STANDARD

In order to obtain a preliminary injunction, 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 nonmovant; and (4) that the entry of the relief would serve the public interest." *Schiavo ex. rel Schiavo*, 403 F.3d 1223, 1225-26 (11th Cir. 2005).

#### III. DISCUSSION

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

- 1. 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 using counterfeits, reproductions, or colorable imitations of the Plaintiff's Marks, and that the products Defendants are selling and promoting for sale are copies of the Plaintiff's products that bear and/or use copies of the Plaintiff's Marks;
- 2. Because of the infringement of the Plaintiff's Marks, Plaintiff is likely to suffer immediate and irreparable injury if a preliminary injunction is not granted. It appears from the following specific facts, as set forth in Plaintiff's Amended Complaint, Motion, and accompanying declarations on file, that immediate and irreparable loss, damage, and injury will result to Plaintiff and to consumers because it is more likely true than not that:
- a. Defendants own or control Internet based e-commerce stores operating under their E-commerce Store Names that advertise, promote, offer for sale, and sell products bearing and/or using counterfeit and infringing trademarks in violation of the Plaintiff's rights; and
- b. There is good cause to believe that more counterfeit and infringing products bearing and/or using Plaintiff's trademarks will appear in the marketplace; that consumers are likely to be misled, confused, and disappointed by the quality of these products; and that Plaintiff may suffer loss of sales for its genuine products.
- 3. The balance of potential harm to the Defendants in restraining their trade in counterfeit and infringing branded goods if a preliminary injunction is issued is far outweighed by the potential harm to Plaintiff, its reputation, and its goodwill as a manufacturer and distributor of quality products if such relief is not issued.

- 4. The public interest favors issuance of the preliminary injunction to protect the Plaintiff's trademark interests and protect the public from being defrauded by the palming off of counterfeit goods as Plaintiff's genuine goods.
- 5. Under 15 U.S.C. § 1117(a), Plaintiff may be entitled to recover, as an equitable remedy, the illegal profits gained through Defendants' distribution and sales of goods bearing and/or using counterfeits and infringements of the Plaintiff's Marks. *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."")).
- 6. 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 (citing *Federal Trade Commission v. United States Oil & Gas Corp.*, 748 F.2d 1431, 1433-34 (11th Cir. 1984)).
- 7. Considering the inherently deceptive nature of the counterfeiting business, and the likelihood that the Defendants have violated federal trademark laws, Plaintiff has good reason to believe the Defendants will hide or transfer their ill-gotten assets beyond the jurisdiction of this Court unless those assets are restrained.

#### IV. CONCLUSION

Accordingly, it is **ORDERED AND ADJUDGED** that pursuant to 15 U.S.C. § 1116, Federal Rule of Civil Procedure 65, 28 U.S.C. § 1651(a), and the Court's inherent authority, Plaintiff's Motion, **ECF No. [10]**, is **GRANTED** as follows:

- 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 enjoined and restrained until further Order of this Court:
  - a. From manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing and/or using the Plaintiff's Marks, or any confusingly similar trademarks, other than those actually manufactured or distributed by the Plaintiff; and
  - b. From secreting, concealing, destroying, selling off, transferring, or otherwise disposing of: (i) any products, not manufactured or distributed by the Plaintiff, bearing and/or using the Plaintiff's Marks, or any confusingly similar trademarks; (ii) any evidence relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any products bearing and/or using the Plaintiff's Marks, or any confusingly similar trademarks; or (iii) any assets or other financial accounts subject to this Order, including inventory assets, in the actual or constructive possession of, or owned, controlled, or held by, or subject to access by, any Defendant, including, but not limited to, any assets held by or on behalf of any Defendant.
- 2. 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 shall immediately discontinue, until further Order of this Court, the use of the Plaintiff's Marks or any confusingly similar trademarks, on or in connection with all Internet based e-commerce stores owned and operated, or controlled by them, including the Internet based e-commerce stores operating under the E-commerce Store Names;

- 3. Each of the Defendants, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendants having notice of this Order shall immediately discontinue, until further Order of this Court, the use of the Plaintiff's 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 any other form of use of such terms that are visible to a computer user or serves to direct computer searches to ecommerce stores registered, owned, or operated by any Defendant, including the Internet based e-commerce stores operating under the E-commerce Store Names;
- 4. Each Defendant shall continue to preserve copies of all computer files relating to the use of any of the E-commerce Store Names and shall take all steps necessary to retrieve computer files relating to the use of the E-commerce Store Names that may have been deleted before the entry of this Order;
- 5. Upon Plaintiff's request, the privacy protection service for any of the E-commerce Store Names for which the registrant uses such privacy protection service to conceal the registrant's identity and contact information is ordered to disclose to Plaintiff, to the extent not already done, the true identities and contact information of those registrants;
- 6. Upon receipt of notice of this Order, the Defendants and all 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 shall immediately, to the extent not already done, (i) identify all financial accounts and/or sub-accounts, associated with the Internet based e-commerce stores operating under

the E-commerce Store Names, the payment accounts, payees, merchant identification numbers, and/or the e-mail addresses identified on Schedule "A" hereto, as well as any other related accounts of the same customer(s); (ii) identify all other accounts that transfer funds into the same financial institution account(s), and/or any of the other financial accounts subject to this Order; (iii) restrain the transfer of all funds, as opposed to ongoing account activity, held or received for their benefit or to be transferred into their respective financial accounts, and any other financial accounts tied thereto; and (iv) divert those restrained funds to a holding account for the trust of the Court;

- 7. Upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, and their related companies and affiliates, shall further, to the extent not already done, provide Plaintiff's counsel with all data that details (i) an accounting of the total funds restrained and identify the financial account(s) and sub-account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) and sub-account(s) which have been restrained. No funds restrained by this Order shall be transferred or surrendered by any financial institution, payment processor, bank, escrow service, money transmitter, or marketplace website, including but not limited to, PayPal, and their related companies and affiliates for any purpose (other than pursuant to a purchase refund chargeback made by a consumer) without the express authorization of this Court;
- 8. Any Defendant or financial institution account holder subject to this Order may petition the Court to modify the asset restraint set out in this Order;

- 9. This Order shall apply to the E-commerce Store Names, associated e-commerce stores, and financial accounts, any other seller identification names, e-commerce store names, private messaging accounts, or financial accounts that are being used by Defendants for the purpose of counterfeiting the Plaintiff's Marks and/or unfairly competing with the Plaintiff;
- 10. As a matter of law, this Order shall no longer apply to any Defendant or associated e-commerce store dismissed from this action or as to which Plaintiff has withdrawn its request for a preliminary injunction;
- 11. Pursuant to 15 U.S.C. § 1116(d)(5)(D) and Federal Rule of Civil Procedure 65(c), Plaintiff shall maintain its previously posted bond in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), 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;
- 12. Additionally, for the purpose of providing additional notice of this proceeding, and all other pleadings, orders, and documents filed herein, the owners, operators, and/or administrators of the e-commerce stores, messaging services, and/or financial institutions, payment processors, banks, escrow services, and money transmitters, and marketplace platforms, including but not limited to, PayPal, and their related companies and affiliates, shall, to the extent not already done, at Plaintiff's request, provide Plaintiff's counsel with any e-mail address known to be associated with the Defendants' respective E-commerce Store Names; and

13. This Order shall remain in effect during the pendency of this action, or until further Order of this Court.

**DONE AND ORDERED** in Chambers at Miami, Florida, on February 6, 2025.

BETH BLOOM UNITED STATES DISTRICT JUDGE

Copies to: Counsel of Record

# SCHEDULE "A" <u>DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,</u> FINANCIAL ACCOUNT INFORMATION, AND MEANS OF CONTACT

Def. No.	Defendant / E-commerce Store Name	Payee Information	Merchant ID	PayPal E-mail	Additional Means of Contact
1	aaawatch.to	aaamontre@gmail .com	L4FVGTYDXH A2Y		aaa-watch@outlook.com
2	astonishing.top	南昌高新区知选 贸易商行	MLJBSMP243W 6C		tingxicm@outlook.com
2	fashiones.top	南昌高新区知选 贸易商行	MLJBSMP243W 6C		tingxicm@outlook.com iwcslife@outlook.com
3	bestwatches.to	13912343095@13 9.com	XVQTNF9LYL7 HS		ibestwatches2020@hotm ail.com
4	betterlifego.com		6KYHVUP45RS W2		CustomerService@ashoe sfactory.com
4	shoefactory.top	zi bo wei cai mao yi you xian gong si	HKGKQZ2CKW 3K2		CustomerService@ashoe sfactory.com
5				1	WhatsApp: +852 6703 0781
	blog.12h.to	潘浩		leonberenguer445 @gmail.com	WhatsApp: +852 6403 5279
6	buyonbest.com a.k.a. bobjewelry.com	Tran Ha Giang		hatranha833@gma il.com	support@buyonbest.com sale@buyonbest.com
6	bobjewelry.com		FP37G4QXV8U EE		support@bobjewelry.co m support@buyonbest.com
7	cashial.online	太原爱食客餐饮 管理有限公司	27FL5UUAP33G J		interhz11@163.com
7	grgdger.online	太原爱食客餐饮 管理有限公司	27FL5UUAP33G J		interhz11@163.com
8	cheercash.online	北京京西弘基商 业有限公司	CCATQHZ7P44 ZS		
9	chicstime.com		F6C5GX2ULBS YC	byrondeems3138 @gmail.com	byrondeems3138@gmail .com

## Case 1:25-cv-20335-BB Document 24 Entered on FLSD Docket 02/06/2025 Page 15 of 18

10	chris-luxury.shop	陕西暖尧建闹网 络科技有限公司		cbx19977@outloo k.com	115070853475@gmail.co m vipservicecenter@outloo k.com Mailiuy@outlook.com swissmadeluxury.cai@g mail.com depursesbag@hotmail.co
11	clothes.nu			soonzai227@gmail .com	m WhatsApp: +86 186 6602 1721
12	cloverjw.com	Changting County Lianzhongxin Department Store Operations Department  Changting County Lianzhongxin Department Store Business Department		342212184@qq.co	support@cloverjw.com
13	cnxsces.store a.k.a. yewugu.store		7DATNYQ3NW MW4		Customer.service@henwinto.com order.service@henwinto.com
13	cysenwk.shop a.k.a. yewugu.store		8TQRCSTZA743 J		Customer.service@henwinto.com order.service@henwinto.com
13	kwsdrfh.shop		QVH544T9VF3T 4		Customer.service@henw into.com
14	daxiewatch.shop	杭州磐辰贸易有 限公司	ZK7RVBVX6B9 QE		kezhuowei0514@gmail.c
15	emuobag.shop	文智弘 @41y8	KF29JLWXMC QWA		support@emuobag.shop worldsroderickthyiqph@ gmail.com sales@emuobag.shop
15	wwcbag.shop	文智弘 @41y8 智弘文	KF29JLWXMC QWA	asd763881227@16 3.com	cntopshoes@gmail.com support@wwcbag.shop sales@wwcbag.shop

## Case 1:25-cv-20335-BB Document 24 Entered on FLSD Docket 02/06/2025 Page 16 of 18

1	I	I	i	İ	l l
		文智弘 @41y8	KF29JLWXMC QWA		support@wwcbag.shop cntopshoes@gmail.com sales@wwcbag.shop
15	zvldbag.shop	文 智弘 @41y8	KF29JLWXMC QWA		support@zvldbag.shop worldsroderickthyiqph@ gmail.com sales@zvldbag.shop
16	ffluxury.top		ZRPT6GFWNH MH6		djtecknoservice@gmail.c om service@luxurydpt.com
17	getjewelrys.com	武欣欣		maryjohna@hotma il.com	kerytony88@gmail.com
18	gilltime.com	Gilltime	KSDAR3RJQLR Y8		vipwatchesreplica@hotm ail.com
19	goodv-jewellery.store	Zhang Jin @cyoushin	RQWCB59VNH MPA		support@goodv- jewelry.com info@roejewels.com business@goodv- jewelry.com WhatsApp: +852 5108 3462
19	goodv-jewellery.com			chenglizhu95@gm ail.com	info@roejewels.com info@rosetomorrow.com WhatsApp: +852 6337 7012
20	iwcwatch.life	义乌市菊彭3贸易 商行	GL7G2VCVE25 RA		bookerdivollco@hotmail. com tingxicm@outlook.com
21	jeordwatch.co	Zhang Di @jeordwatch6	URHE6GQMLJ WS6		jeordwatch@gmail.com info@jeordwatch.co
22				J19605996622	Andrewchun69@gmail.c om PWP- 0633DA0F87C7D7C775 C46E2D5D2EFE5B@P RIVACYGUARDIAN.O RG
	kernelluxuy.com			dxx18605886632 @163.com	WhatsApp: +86 190 1281 5052

## Case 1:25-cv-20335-BB Document 24 Entered on FLSD Docket 02/06/2025 Page 17 of 18

i		I	1	1	
22					Andrewchun69@gmail.c om
	supermanluxury.com			dxx18605886632 @163.com	WhatsApp: +86 190 1281 5052
23	kohvjewelry.com		VQGKNHFJA4J XA		support@kohvjewelry.co m
24	marielco.com		5SPGDZVCY8T B4		support@marielco.com
25	mqsz.shop	PRODO CROWN SHOP	HL9H8UF8QJ7 WJ		mqbee88@gmail.com
25	sdyy.shop		HL9H8UF8QJ7 WJ		mqbee88@gmail.com
26	primetickers.com		P3VJHHV6QP33 N		contact@primetickers.co m 3CF0EA2B6C524D4A9 787E74AC513B837.PR OTECT@WITHHELDF ORPRIVACY.COM
27	puhjfyhj.online	洛阳灿佳商贸有 限公司	UXP93MQVUA 2DG		ieu9989@163.com
28	rariate.com	N&M Co. Ltd	W689E84A4SR9 W		admin@elttes.com PW- 50A9F0166DEF5832FC 2841216DCBBCA9@PR IVACYGUARDIAN.OR G
29	replicabest.store		9WLP868VMUY 6E		
30	replicaluxuryshop.co	RSL Online Platform	CNG2LHREQE YW8		contact@replicaluxurysh op.com
31	replicawatch.shop	Bartoletti- Lockman		PankratzCooner44 5@gmail.com	service@replicawatch.sh
32	replicawatchesworld.	Tuấn Lê @bonsaiworld	ZDUUH5QKZH KQC		replicawatchesworldus.c om@gmail.com 5C2360736F934E32BD ADBC7C2EAD6CE6.PR OTECT@WITHHELDF ORPRIVACY.COM
33	replicawrist.com			moramlisa@gmail.	support@replicawrist.co m WhatsApp: +44 7532 820531

## Case 1:25-cv-20335-BB Document 24 Entered on FLSD Docket 02/06/2025 Page 18 of 18

34	repwatchplug.com	Angelo Williams @Hrt50		wangelo655@gmail.com	info@repwatchplug.com repwatchplug@gmail.co m Hypepay2021@gmail.co m
35				Tongtaozhong@g	info@royal-jewelrys.com support@charmaries.com WhatsApp: +852 4688
	royal-jewelry.shop	涛中 童		mail.com	3784
36	shoppingservices.top	Yi Jie Trading Co., Ltd.	PE72TH3MCSZ 8G		support@shoppingser.co m
36	us.watchswiss.top	Yi Jie Trading Co., Ltd.	PE72TH3MCSZ 8G		support@shoppingserv.c
37	storeluxury.top		N9VRJDULAPS WL	linhuodan@yeah.n et	us@onlinshoppingservic es.com
38	superreplica.shop		CLQ752BLKTY 8A		support@superreplica.sh
39	swisswatchesf.com	guang zhou rui yu tu ke ji you xian gong si	RHW23KWUFN 988		info@sportsservir.com PW- 5F897A95B33D888339F 8C2484FCDC731@PRI VACYGUARDIAN.OR G
39	watchesdd.com		KTD6G262PAK C4		info@sportsservir.com PW- CCB114C5EA35472289 F6CA71DE275D8D@P RIVACYGUARDIAN.O RG
40	tickunique.is	MeetCadeau Co., Ltd.	6QLHZ526VAB 74	vinking- wiio@outlook.com	cstickunique@gmail.com WhatsApp: +44 7355 236610
				ganyong2019@out look.com	admin@liomui.com vincystore@hotmail.com
41	vincyrep.ru	福来 黄		fulai- 2022@outlook.co m	vincystore@hotmail.com admin@liomui.com WhatsApp: +86 187 5092 5283