

**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.

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE is before the Court upon Plaintiff's Motion for Entry of Default Final Judgment Against Defendants, ECF No. [31] ("Motion"), filed on March 18, 2025. For the reasons set forth in the Court's Order on the Motion, ECF No. [], **FINAL JUDGMENT** is entered, pursuant to Federal Rule of Civil Procedure 58, in favor of Plaintiff, Richemont International SA ("Plaintiff"), 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 Plaintiff's trademarks, or any confusingly

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

- b. using the Plaintiff’s 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 Plaintiff;
- d. falsely representing themselves as being connected with Plaintiff, 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 Plaintiff;
- f. using any reproduction, counterfeit, infringement, copy, or colorable imitation of the Plaintiff’s 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 Plaintiff or in any way endorsed by Plaintiff and from offering such goods in commerce;
- h. otherwise unfairly competing with Plaintiff;

- i. using 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 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 Plaintiff's 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 Plaintiff's control. To the extent the current Registrars do not facilitate the transfer of the E-commerce Store Names to the Plaintiff's control within five (5) days of receipt of this Judgment, upon the Plaintiff's 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 Plaintiff's choosing, and that Registrar shall transfer the E-commerce Store Names to the Plaintiff, 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. Plaintiff 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 Plaintiff which are being used by Defendants in connection with the offering for sale or sale of goods bearing and/or using counterfeits of the Plaintiff's Marks, based upon Defendants' unlawful activities being conducted via the E-commerce Store Names as a whole and via the URLs identified by Plaintiff;
- c. Defendants, their agent(s) or assign(s), shall voluntarily assign all rights, title, and interest, to their E-commerce Store Name(s) to Plaintiff 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 Plaintiff's 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. Plaintiff 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 Plaintiff's Marks; and
- g. Plaintiff 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 Plaintiff 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): Plaintiff is entitled to an award of statutory damages against each Defendant pursuant to 15 U.S.C. § 1117(c) as follows:

- a. \$240,000.00 against Defendant Number 1 - aaawatch.to, for which sum let execution issue;

- b. \$360,000.00 against Defendant Number 2 - astonishing.top a/k/a fashiones.top, for which sum let execution issue;
- c. \$240,000.00 against Defendant Number 3 - bestwatches.to, for which sum let execution issue;
- d. \$360,000.00 against Defendant Number 4 - betterlifego.com a/k/a shoefactory.top, for which sum let execution issue;
- e. \$360,000.00 against Defendant Number 5 - blog.12h.to, for which sum let execution issue;
- f. \$720,000.00 against Defendant Number 6 - buyonbest.com a/k/a bobjewelry.com, for which sum let execution issue;
- g. \$240,000.00 against Defendant Number 7 - cashial.online a/k/a grgdger.online, for which sum let execution issue;
- h. \$240,000.00 against Defendant Number 8 - cheercash.online, for which sum let execution issue;
- i. \$360,000.00 against Defendant Number 9 - chicstime.com, for which sum let execution issue;
- j. \$240,000.00 against Defendant Number 10 - chris-luxury.shop, for which sum let execution issue;
- k. \$480,000.00 against Defendant Number 11 - clothes.nu a/k/a timesru.com, for which sum let execution issue;
- l. \$360,000.00 against Defendant Number 12 - cloverjw.com a/k/a fbonline.shop, for which sum let execution issue;
- m. \$600,000.00 against Defendant Number 13 - cnxscs.store a/k/a yewugu.store a/k/a cysenwk.shop a/k/a kwsdrfh.shop, for which sum let execution issue;
- n. \$240,000.00 against Defendant Number 14 - daxiewatch.shop, for which sum let execution issue;
- o. \$360,000.00 against Defendant Number 15 - emuobag.shop a/k/a wwcbag.shop a/k/a zvldbag.shop, for which sum let execution issue;
- p. \$240,000.00 against Defendant Number 16 - ffluxury.top, for which sum let execution issue;

- q. \$360,000.00 against Defendant Number 17 - getjewelrys.com, for which sum let execution issue;
- r. \$360,000.00 against Defendant Number 18 - gilltime.com, for which sum let execution issue;
- s. \$360,000.00 against Defendant Number 19 - goodv-jewellery.store a/k/a goodv-jewellery.com, for which sum let execution issue;
- t. \$480,000.00 against Defendant Number 20 - iwcwatch.life, for which sum let execution issue;
- u. \$360,000.00 against Defendant Number 21 - jeordwatch.co, for which sum let execution issue;
- v. \$480,000.00 against Defendant Number 22 - kernelluxuy.com a/k/a supermanluxury.com, for which sum let execution issue;
- w. \$360,000.00 against Defendant Number 23 - kohvjewelry.com, for which sum let execution issue;
- x. \$360,000.00 against Defendant Number 24 - marielco.com, for which sum let execution issue;
- y. \$360,000.00 against Defendant Number 25 - mqszy.shop a/k/a sdyzy.shop, for which sum let execution issue;
- z. \$240,000.00 against Defendant Number 26 - primetickers.com, for which sum let execution issue;
- aa. \$240,000.00 against Defendant Number 27 - puhjfyhj.online, for which sum let execution issue;
- bb. \$240,000.00 against Defendant Number 28 - rariate.com, for which sum let execution issue;
- cc. \$360,000.00 against Defendant Number 29 - replicabest.store, for which sum let execution issue;
- dd. \$360,000.00 against Defendant Number 30 - replicaluxuryshop.com, for which sum let execution issue;
- ee. \$240,000.00 against Defendant Number 31 - replicawatch.shop, for which sum let execution issue;
- ff. \$600,000.00 against Defendant Number 32 - replicawatchesworld.com, for which sum let execution issue;

- gg. \$240,000.00 against Defendant Number 33 - replicawrist.com, for which sum let execution issue;
- hh. \$360,000.00 against Defendant Number 34 - repwatchplug.com, for which sum let execution issue;
- ii. \$360,000.00 against Defendant Number 35 - royal-jewelry.shop, for which sum let execution issue;
- jj. \$240,000.00 against Defendant Number 36 - shoppingservices.top a/k/a us.watchswiss.top, for which sum let execution issue;
- kk. \$240,000.00 against Defendant Number 37 - storeluxury.top, for which sum let execution issue;
- ll. \$360,000.00 against Defendant Number 38 - superreplica.shop, for which sum let execution issue;
- mm. \$480,000.00 against Defendant Number 39 - swisswatchesf.com a/k/a watchesdd.com, for which sum let execution issue;
- nn. \$480,000.00 against Defendant Number 40 - tickunique.is, for which sum let execution issue; and
- oo. \$1,200,000.00 against Defendant Number 41 - vincyrep.ru, 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) 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 Plaintiff's 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 Plaintiff 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 Plaintiff in partial satisfaction of the monetary judgment entered herein. 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 provide to Plaintiff 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 Plaintiff.

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

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

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

DONE AND ORDERED in Chambers at Miami, Florida on _____, 2025.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to:

Counsel of Record

SCHEDULE "A"
DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, AND OTHER 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@139.com	XVQTNF9LYL7 HS		ibestwatches2020@hotmail.com
4	betterlifego.com		6KYHVUP45RS W2		CustomerService@ashoesfactory.com
4	shoefactory.top	zi bo wei cai mao yi you xian gong si	HKGKQZ2CKW 3K2		CustomerService@ashoesfactory.com
5	blog.12h.to	潘浩 王锋		leonberenguer445@gmail.com doernerzara@gmail.com	WhatsApp: +852 6703 0781 WhatsApp: +852 6403 5279 WhatsApp: +852 5263 8029
6	buyonbest.com a.k.a. bobjewelry.com	Tran Ha Giang		hatranha833@gmail.com	support@buyonbest.com sale@buyonbest.com
6	bobjewelry.com		FP37G4QXV8U EE		support@bobjewelry.com 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

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10	chris-luxury.shop	陕西暖尧建闹网络科技有限公司		cbx19977@outlook.com	115070853475@gmail.com vipservicecenter@outlook.com Mailiuy@outlook.com swissmadeluxury.cai@gmail.com
11	clothes.nu			soonzai227@gmail.com	depursesbag@hotmail.com WhatsApp: +86 186 6602 1721
11	timesru.com			kei227@outlook.com	pursesde@gmail.com
12	cloverjw.com	Changting County Lianzhongxin Department Store Operations Department Changting County Lianzhongxin Department Store Business Department	8U3Q3R26WZG CQ	342212184@qq.com	support@cloverjw.com em15336681973@gmail.com shopify_jewelry@163.com
12	fbonline.shop		8U3Q3R26WZG CQ		support@luxe-us.com shopify_jewelry@163.com em15336681973@gmail.com
13	cnxscs.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@henwinto.com
14	daxiewatch.shop	杭州磐辰贸易有限公司	ZK7RVBVX6B9 QE		kezhzhouwei0514@gmail.com

15	emuobag.shop	文 智弘 @41y8	KF29JLWXMC QWA		support@emuobag.shop worldsroderickthiyiqph@gmail.com sales@emuobag.shop
15	wwcbag.shop	文 智弘 @41y8 智弘 文	KF29JLWXMC QWA	asd763881227@163.com	cntopshoes@gmail.com support@wwcbag.shop sales@wwcbag.shop
		文 智弘 @41y8	KF29JLWXMC QWA		support@wwcbag.shop cntopshoes@gmail.com sales@wwcbag.shop
15	zvldbagg.shop	文 智弘 @41y8	KF29JLWXMC QWA		support@zvldbagg.shop worldsroderickthiyiqph@gmail.com sales@zvldbagg.shop
16	ffluxury.top		ZRPT6GFWNH MH6		djtecknoservice@gmail.com service@luxurydpt.com
17	getjewelrys.com	武欣欣		maryjohna@hotmail.com	kerytony88@gmail.com
18	gilltime.com	Gilltime rotwa	KSDAR3RJQLR Y8 SZFZBCZ73VA Q8		vipwatchesreplica@hotmail.com rtvipwatch@hotmail.com watchvipservice@hotmail.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@gmail.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

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21	jeordwatch.co	Zhang Di @jeordwatch6	URHE6GQMLJ WS6		jeordwatch@gmail.com info@jeordwatch.co
22	kernelluxuy.com			dx18605886632 @163.com	Andrewchun69@gmail.c om PWP- 0633DA0F87C7D7C775 C46E2D5D2EFE5B@P RIVACYGUARDIAN.O RG WhatsApp: +86 190 1281 5052
22	supermanluxury.com			dx18605886632 @163.com	Andrewchun69@gmail.c om WhatsApp: +86 190 1281 5052
23	kohvjewelry.com		VQGKNHFJA4J XA		support@kohvjewelry.co m
24	marielco.com		5SPGDZVCY8T B4		support@marielco.com
25	mqs2.shop	PRODO CROWN SHOP	HL9H8UF8QJ7 WJ HN5XTHUCQLJ GG UEPT2DD8GGQ KG		mqbee88@gmail.com
25	sdyy.shop		HL9H8UF8QJ7 WJ		mqbee88@gmail.com
26	primetickers.com		P3VJHHV6QP33 N		contact@primetickers.co m 3CF0EA2B6C524D4A9 787E74AC513B837.PR OTECT@WITHHELD ORPRIVACY.COM
27	puhfjyjh.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	repicaluxuryshop.co m	RSL Online Platform	CNG2LHREQE YW8		contact@repicaluxurysh op.com

31	replicawatch.shop	Bartoletti-Lockman		PankratzCooner445@gmail.com	service@replicawatch.shop
32	replicawatchesworld.com	Tuấn Lê @bonsaiworld	ZDUUH5QKZH KQC		replicawatchesworldus.com@gmail.com 5C2360736F934E32BD ADBC7C2EAD6CE6.PR OTECT@WITHHELDFO RPRIVACY.COM
33	replicawrist.com			moramlisa@gmail.com lisamoram9@gmail.com	support@replicawrist.com WhatsApp: +44 7532 820531
34	repwatchplug.com	Angelo Williams @Hrt50		wangelo655@gmail.com	info@repwatchplug.com repwatchplug@gmail.com Hypepay2021@gmail.com
35	royal-jewelry.shop	涛中 童		Tongtaozhong@gmail.com	info@royal-jewelrys.com support@charmaries.com WhatsApp: +852 4688 3784
36	shoppingservices.top	Yi Jie Trading Co., Ltd.	PE72TH3MCSZ 8G		support@shoppingser.com
36	us.watchswiss.top	Yi Jie Trading Co., Ltd.	PE72TH3MCSZ 8G		support@shoppingserv.com
37	storeluxury.top		N9VRJDULAPS WL 3ED2C6JTBVSJ 2	linhuodan@yeah.net	us@onlinshoppingservices.com support2@wppay.online
38	superreplica.shop		CLQ752BLKTY 8A		support@superreplica.shop
39	swisswatchesf.com	guang zhou rui yu tu ke ji you xian gong si	RHW23KWUFN 988		info@sportsservir.com PW- 5F897A95B33D888339F 8C2484FCDC731@PR IVACYGUARDIAN.ORG
39	watchesdd.com		KTD6G262PAK C4		info@sportsservir.com PW- CCB114C5EA35472289 F6CA71DE275D8D@P RIVACYGUARDIAN.ORG

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41	vincyrep.ru	福来 黄 睿翰 曾		ganyong2019@outlook.com fulai-2022@outlook.com zusong-2024@outlook.com jiangzhou-2022@outlook.com Ruihan-2022@outlook.com	admin@liomui.com vincystore@hotmail.com WhatsApp: +86 187 5092 5283