

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 21-61447-CIV-SINGHAL/VALLE

AUDEMARS PIGUET HOLDING SA, *et al.*,

Plaintiffs,

v.

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

Defendants.

CONSENT FINAL JUDGMENT AND PERMANENT INJUNCTION
AS TO DEFENDANT NUMBER 139

THIS CAUSE is before the Court on Plaintiffs' Motion for Entry of Consent Final Judgment and Permanent Injunction as to Defendant Number 139 (DE [50]), filed January 26, 2022. The Court has carefully considered the motion, the record, and is otherwise fully advised in the premises.

Plaintiffs, Audemars Piguet Holding SA, Breitling SA, Breitling U.S.A. Inc., Hublot SA, Genève, Compagnie des Montres Longines, Francillon S.A., Omega SA, Patek Philippe SA Geneve, Henri Stern Watch Agency, Inc., Pamp SA, Turlen Holding SA, Tissot SA, LVMH Swiss Manufactures SA, and Manufacture et Fabrique de Montres et Chronometres Ulysse Nardin Le Locle S.A. (collectively "Plaintiffs") and Defendant unmatched (Defendant Number 139) a/k/a Yang Jun ("Defendant"), stipulate and consent to the following:

WHEREAS, Defendant allegedly adopted and began using trademarks in the United States that infringe the distinctive quality of Plaintiffs' various registered

trademarks identified in Paragraphs 27, 33, 38, 44, 50, 56, 62, 68, 74, 79, 80, and 86 of Plaintiffs' Amended Complaint (DE [32]), ("Plaintiffs' Marks");

WHEREAS, Defendant's use of names and marks that incorporate one or more of Plaintiffs' Marks is likely to cause confusion as to source or origin;

WHEREAS, the parties desire to settle and have amicably resolved their dispute to each of their satisfaction; and

WHEREAS, based upon Plaintiffs' good faith prior use of Plaintiffs' Marks, Plaintiffs have superior and exclusive rights in and to Plaintiffs' Marks in the United States and any confusingly similar names or marks. Accordingly, it is hereby


ORDERED AND ADJUDGED as follows:

1. Plaintiffs Motion for Entry of Consent Final Judgment and Permanent Injunction as to Defendant Number 139 (DE [50]) is **GRANTED**.
2. Final Judgment is entered in favor of Plaintiffs and against Defendant.
3. Defendant and its officers, agents, servants, employees, and attorneys, and all persons in active concert and participation with them 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' 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 Defendant as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs;
 - d. falsely representing Defendant 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 Defendant, 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 Defendant;
 - 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 Defendant's goods as being those of Plaintiffs, or in any way endorsed by Plaintiffs;
 - h. offering such goods in commerce and from otherwise unfairly competing with Plaintiffs;
 - i. secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe Plaintiffs' Marks; and
 - j. effecting assignments or transfers, forming new entities or associations or using any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (a) through (i).
4. Plaintiffs shall have the right to seek sanctions for contempt, compensatory damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the event of a violation or failure by Defendant to comply with any of the provisions hereof. The prevailing party in any such proceeding shall be entitled to recover its attorney's fees and costs.
5. This Consent Final Judgment shall be conclusive for purposes of collateral estoppel regarding all issues that have been or could have been brought on the same operative facts.
6. Each party shall bear its own attorney's fees and costs.

7. This Court retains jurisdiction over this cause to enforce the terms of this Consent Final Judgment.
8. Dunhuang Group, which operates the DHgate.com and DHpay.com platforms, and Camel FinTech Inc (“DHgate”), and their related companies and affiliates shall (1) disburse the funds of Defendant restrained in accordance with the Sealed Order Granting *Ex Parte* Application for Entry of Temporary Restraining Order, dated July 22, 2021 (DE [11]) (“the TRO”), as directed by Plaintiffs’ counsel; (2) upon transfer of the funds to Plaintiffs as required herein, DHgate shall remove any restraints that were placed on Defendant’s account under the TRO; and (3) return Defendant’s account back to an unrestrained status in accordance with their operating procedures and contract for services with Defendant.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 28th day of January 2022.



RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished to counsel of record via CM/ECF