

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
CASE NO. 24-23663-CIV-BLOOM**

GOYARD ST-HONORE,

Plaintiff,

vs.

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

Defendants.

---

**PLAINTIFF'S MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT  
AGAINST DEFENDANTS AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

Plaintiff, Goyard St-Honore ("Goyard" or "Plaintiff"), by and through its undersigned counsel, hereby moves this Honorable Court for an entry of default final judgment against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" hereto (collectively "Defendants"). In support thereof, Goyard submits the following Memorandum of Law.

**I. INTRODUCTION**

Goyard initiated this action against Defendants through the filing of its Complaint and subsequent Amended Complaint for trademark counterfeiting and infringement (Count I), false designation of origin (Count II), cybersquatting (Count III), common law unfair competition (Count IV), and common law trademark infringement (Count V). Defendants are in default, and the prerequisites for a default judgment have been met. As relief, Goyard seeks default judgment finding Defendants liable on all counts of Goyard's Amended Complaint. Goyard prays such

judgment includes the entry of a permanent injunction and awards of statutory damages<sup>1</sup> to Goyard for each Defendant's willful counterfeiting pursuant to 15 U.S.C. § 1117(c) and cybersquatting pursuant to 15 U.S.C. § 1117(d), and an order transferring all funds currently restrained or held on account for Defendants by all financial institutions to Plaintiff in partial satisfaction of any award of damages. Goyard also requests the Court enter equitable relief pursuant to 15 U.S.C. § 1116, Fed. R. Civ. P. 65, and The All Writs Act, 28 U.S.C. § 1651(a), and this Court's inherent authority requiring (1) cancellation, or at Goyard's election, transfer the E-commerce Store Names at issue to Goyard, (2) permanent disabling, delisting, or deindexing the uniform resource locators ("URLs") of the E-commerce Store Names at issue, (3) the service providers to cease providing services to the E-commerce Store Names and disclose Defendants' identities, requiring (4) Defendants, their agents or assigns to (i) assign all rights, title and interest, to the E-commerce Store Names to Goyard, (ii) instruct all search engines and service providers to permanently disable, delist, or deindex the E-commerce Store Names at issue, (iii) instruct all service providers to permanently cease providing any services to Defendants in connection with all E-commerce Store Names and websites, and (iv) instruct the registrars for the E-commerce Store Names to permanently close the e-commerce store registration accounts in which those accounts are located; and (5) the permanent termination of Defendants' messaging application and/or service accounts, including e-mail addresses, to ensure the associated websites may no longer be used as a means for selling goods bearing and/or using counterfeits and infringements of Goyard's trademarks and infringing upon Goyard's rights.

---

<sup>1</sup> Goyard is not requesting the Court award damages against Defendants jointly and severally, therefore, there is no possibility of inconsistent liability, and all Defendants in this case have defaulted on the same allegations.

## II. STATEMENT OF FACTS

### A. Plaintiff's Rights.

Goyard is a foreign business entity organized under the laws of the Republic of France with its principal place of business located in Paris, France. (Am. Compl. ¶ 4; Declaration of Jean-Laurent Thierry in Support of Plaintiff's *Ex Parte* Application for Entry of Temporary Restraining Order, ("Thierry Decl.") ¶ 2, ECF No. [9-1], incorporated herein by reference.)<sup>2</sup> Goyard is, in part, engaged in the business of manufacturing and distributing throughout the United States, including within this district, a variety of high-quality goods under multiple federally registered trademarks. (Am. Compl. ¶¶ 4, 15; Thierry Decl. ¶¶ 4-5.)

Goyard is the owner of all rights in and to the federally registered trademarks identified in Paragraph 5 of the Declaration of Jean-Laurent Thierry (the "Goyard Marks"), which are used in connection with the manufacture and distribution of high-quality goods in the categories identified therein. (See Thierry Decl. ¶¶ 4-5; see also U.S. Trademark Registrations for the Goyard Marks, attached as Comp. Ex. 1 to the Am. Compl., ECF No. [20-1].) The Goyard Marks are symbols of Goyard's quality, reputation, and goodwill and have never been abandoned. (Thierry Decl. ¶¶ 6-7.) Moreover, Goyard expends substantial time, money, and other resources developing and otherwise promoting its trademarks. (Id.) Accordingly, the Goyard Marks are famous marks as the term is used in 15 U.S.C. § 1125(c)(1).

Furthermore, Goyard extensively uses the Goyard Marks in the United States in interstate commerce in association with the sale of high-quality goods, and has carefully monitored and

---

<sup>2</sup> Plaintiff's *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets ("Plaintiff's Application for Temporary Restraining Order"), filed on September 25, 2024, and all declarations and exhibits attached thereto, are incorporated herein by reference. (See ECF No. [9].)

policed the use of the Goyard Marks. (See Thierry Decl. ¶¶ 6-8.) As a result of Goyard’s efforts, members of the consuming public readily identify products bearing the Goyard Marks as being quality merchandise sponsored and approved by Goyard. (*Id.*) Accordingly, the Goyard Marks have achieved secondary meaning as identifiers of high-quality goods.

**B. Defendants’ Infringing Acts.**

As alleged by Goyard, admitted by default, and established by the evidence submitted herewith, Defendants operate and control the Internet based e-commerce stores under the seller names identified on Schedule “A” hereto (the “E-commerce Store Names”). As such, Defendants are the active, conscious, and dominant forces behind the promotion, advertisement, distribution, offering for sale, and/or sale of goods via the E-commerce Store Names bearing and/or using counterfeit and infringing trademarks that are exact copies of the Goyard Marks (the “Counterfeit Goods”). (See Am. Compl. ¶¶ 7-14, 24-36, 41-43, 48-52, 55-58, 63-68, 73-75, 78-81; see also Thierry Decl. ¶¶ 4, 9-13; Declaration of T. Raquel Wiborg-Rodriguez in Support of Plaintiff’s Application for Temporary Restraining Order [“Wiborg-Rodriguez Decl.”] ¶ 2, ECF No. [9-2]; Declaration of Kathleen Burns in Support of Plaintiff’s Application for Temporary Restraining Order [“Burns Decl.”] ¶ 4, ECF No. [9-3]; Declaration of Kathleen Burns in Support of Plaintiff’s Notice of Identification of Additional Financial Accounts Used by Certain Defendants<sup>3</sup> [“Burns Decl. in Support of Notice”] ¶¶ 5, ECF No. [39-1], all incorporated herein by reference; see also relevant web page captures from Defendants’ E-commerce Store Names displaying the Goyard branded items offered for sale [“Defendants’ E-commerce Store Names”] attached as Comp. Ex.

---

<sup>3</sup> On October 31, 2024, Goyard filed a Notice of Identification of Additional Financial Accounts Used by Certain Defendants, together with a supporting declaration and exhibit, which are incorporated herein by reference. (See ECF No. [39].)

1 to the Burns Decl., ECF Nos. [9-4 through 9-6], and Comp. Ex. 1 to the Burns Decl in Support of Notice, ECF No. [39-1].)

Further, as admitted by Defendants through default, at all times relevant, Defendants have had full knowledge of Goyard's ownership of the Goyard Marks, including its exclusive right to use and license such intellectual property and the goodwill associated therewith. (Am. Compl. ¶ 29.) Defendants do not have, nor have they ever had, the right or authority to use the Goyard Marks for any purpose. (Thierry Decl. ¶¶ 9, 12-13.) However, despite their known lack of authority to do so, Defendants have engaged in the activity of promoting, and otherwise advertising, selling, offering for sale, and distributing their Counterfeit Goods via the Internet based e-commerce stores operating under the E-commerce Store Names. (Am. Compl. ¶¶ 7-14, 24-36, 41-43, 48-52, 55-58, 63-68, 73-75, 78-81; see also Thierry Decl. ¶¶ 9-13; Burns Decl. in Support of FDJ ¶ 4 and Comp. Ex. 1 thereto; Burns Decl. in Support of Notice ¶ 5 and Ex. 1 thereto.)

Goyard's evidence, obtained as a result of its investigation of Defendants, clearly demonstrates Defendants are engaged in the fraudulent promotion, advertisement, distribution, offering for sale, and/or sale of goods bearing counterfeits of the Goyard Marks. As part of its ongoing investigation regarding the sale of counterfeit and infringing products, Goyard's counsel retained Invisible Inc ("Invisible"), a licensed private investigative firm, to investigate the promotion and sale of counterfeit and infringing Goyard branded products by Defendants and to document the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit Goyard branded products. (Thierry Decl. ¶ 10; Burns Decl. ¶ 3; Wiborg-Rodriguez Decl. ¶ 2; Burns Decl. in Support of Notice ¶ 5.)

Invisible accessed Defendants' Internet based e-commerce stores operating under their respective E-commerce Store Name, placed an order for the purchase of a product from each e-

commerce store bearing and/or using counterfeits of, at least, one of the Goyard Marks at issue and requested the products be shipped to an address in the Southern District of Florida.<sup>4</sup> (Burns Decl. ¶ 4 and Comp. Ex. 1 thereto; Burns Decl. in Support of Notice ¶ 5.) Each order was processed entirely online, and following the submission of its orders, Invisible documented information<sup>5</sup> for finalizing payment<sup>6</sup> for the products ordered from Defendants to their payment account data identified on Schedule “A” hereto.<sup>7</sup> (See Burns Decl. ¶ 4; Burns Decl. in Support of Notice ¶ 5.) At the conclusion of the process, the detailed web page captures of the various Goyard branded products ordered via Defendants’ E-commerce Store Names were sent to Goyard’s representative, Jean-Laurent Thierry, for inspection. (See Burns Decl. ¶ 4; Thierry Decl. ¶ 11; Wiborg-Rodriguez Decl. ¶ 2; Burns Decl. in Support of Notice ¶ 5.)

Goyard’s representative, Jean-Laurent Thierry, who has the ability to identify the distinctions between genuine Goyard branded merchandise and counterfeit copies of the same, reviewed and visually inspected the Goyard branded goods offered for sale and ordered by Invisible by reviewing the Internet based e-commerce stores operating under each of the E-

---

<sup>4</sup> Certain Defendants use their E-commerce Store Names in tandem with electronic communication via private messaging applications and/or services in order to complete their offer and sale of counterfeit and infringing Goyard-branded products. (Burns Decl. ¶ 4 n.1; Burns Decl. in Support of Notice ¶ 5 n.1.)

<sup>5</sup> Defendants use money transfer and retention services with PayPal, Inc. (“PayPal”) as a method to receive monies generated through the sale of counterfeit products. (See Burns Decl. ¶ 4, n.2; Wiborg-Rodriguez Decl. ¶ 5; Burns Decl. in Support of Notice ¶ 5 n.2.)

<sup>6</sup> Invisible did not transmit the funds to finalize the sale for the orders to avoid adding money to Defendants’ coffers. (See Wiborg-Rodriguez Decl. ¶ 2 n.1; Burns Decl. ¶ 4 n.3; Burns Decl. in Support of Notice ¶ 5 n.3.)

<sup>7</sup> Certain Defendants also provided contact e-mail addresses in connection with their E-commerce Store Names, which are included on Schedule “A” hereto. (See Wiborg-Rodriguez Decl. ¶ 3; Burns Decl. ¶ 4 n.4.)

commerce Store Names or the detailed web page captures thereof, and determined the products were not genuine versions of Goyard's goods. (Thierry Decl. ¶¶ 12-13.)

**C. Procedural Background.**

On September 24, 2024, Goyard filed its Complaint, ECF No. [1], and on October 4, 2024, its Amended Complaint, for Damages and Injunctive Relief against Defendants, ECF No. [20]. On September 25, 2024, Plaintiff filed its Application for Temporary Restraining Order, ECF No. [9]. On September 26, 2024, the Court granted Goyard's Application for Temporary Restraining Order, ECF No. [13], docketed Sept. 27, 2024, and subsequently converted the temporary restraining order into a preliminary injunction on October 11, 2024, ECF No. [31].

The Temporary Restraining Order required, *inter alia*, PayPal, Inc. ("PayPal"), and its related companies and affiliates, to identify and restrain all funds in Defendants' associated payment accounts, including all financial accounts tied to, used by, or that transmit funds into, the respective Defendants' financial accounts, and divert those funds to a holding account for the trust of the Court. Subsequently, Plaintiff's counsel received notice from PayPal that it complied with the requirements of the Court's Orders. (See Declaration of T. Raquel Wiborg-Rodriguez in Support of Motion for Entry of Default Final Judgment Against Defendants ["Wiborg-Rodriguez Decl. in Support of FDJ"] ¶ 3, filed herewith.)

On September 25, 2024, Goyard filed its *Ex Parte* Motion for Order Authorizing Alternate Service of Process on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3), ECF No. [10], which the Court granted on September 26, 2024, ECF No. [14], docketed Sept. 27, 2024, authorizing Goyard to serve the Summonses, Complaint, and Amended Complaint, and all other filings in this matter upon Defendants via electronic mail ("e-mail") and posting copies of the same on Plaintiff's designated serving notice website. Pursuant to the Court's Order, Goyard served

Defendants with their respective Summons and a copy of the Amended Complaint via e-mail service and website posting on October 4, 2024. (See Wiborg-Rodriguez Decl. in Support of FDJ ¶ 6; see also ECF No. [25], Proof of Service on file with the Court.)

The time allowed for Defendants to respond to the Amended Complaint has expired. (See Wiborg-Rodriguez Decl. in Support of FDJ ¶ 7.) Defendants have not been granted any extension of time to respond, nor have they served or filed an Answer or other response. (Id. ¶ 8.) To Goyard's knowledge, none of the Defendants are infants or incompetent persons, and, upon information and belief, the Servicemembers Civil Relief Act does not apply. (Id. ¶ 9.)

On October 31, 2024, Plaintiff filed a Motion for Clerk's Entry of Default as to Defendants, ECF No. [37], and the Clerk subsequently entered default against all Defendants that same day for failure to plead or otherwise defend pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, ECF No. [38]. Goyard now moves for entry of Default Final Judgment against all Defendants pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure and submits this Motion in compliance with the Court's Order requiring same, ECF No. [41].

### **III. ARGUMENT**

#### **A. Default Judgment Should be Entered Against Defendants.**

This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338. Personal jurisdiction over Defendants and venue in this district are proper under 28 U.S.C. § 1391 as Defendants direct business activities toward consumers within this district and cause harm to Goyard's business through the Internet based e-commerce stores operating under the E-commerce Store Names. (Am. Compl. ¶¶ 1-3, 7, 11, 28.)

##### **1. Default Judgment is Proper.**

A court may order a default judgment pursuant to Fed. R. Civ. P. 55(b)(2) following the



entry of default by the court clerk under Rule 55(a). See Fed. R. Civ. P. 55. Upon entry of default by the clerk, the well-pled factual allegations of a plaintiff's complaint, other than those related to damages, will be taken as true. PetMed Express, Inc. v. Medpets.com, 336 F. Supp. 2d 1213, 1217 (S.D. Fla. 2004) (citing Buchanan v. Bowman, 820 F.2d 359 (11th Cir. 1987)). In this case, the Amended Complaint, pleadings, and declarations filed in support of Plaintiff's Motion for Entry of Default Final Judgment clearly demonstrate that default judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure should be entered against Defendants.

## **2. Factual Allegations Establish Defendants' Liability.**

Title 15 U.S.C. § 1114 provides liability for trademark infringement if, without the consent of the registrant, a defendant uses "in commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark: which is likely to cause confusion, or to cause mistake, or to deceive." In order to prevail on its trademark infringement claim under Section 32 of the Lanham Act, Goyard must demonstrate "(1) that it had prior rights to the mark at issue and (2) that the defendant had adopted a mark or name that was the same, or confusingly similar to its mark, such that consumers were likely to confuse the two." Planetary Motion, Inc. v. Techsplosion, Inc., 261 F.3d 1188, 1193 (11th Cir. 2001) (citing Lone Star Steakhouse & Saloon, Inc. v. Longhorn Steaks, Inc., 106 F.3d 355, 360 (11th Cir. 1997)).

To prevail on a claim of false designation of origin under Section 43(a) of the Lanham Act, Goyard must prove that Defendants used in commerce, in connection with any goods or services, any word, term, name, symbol or device, or any combination thereof, or any false designation of origin, which is likely to deceive as to the affiliation, connection, or association of Defendants with Goyard, or as to the origin, sponsorship, or approval, of Defendants' goods by Goyard. 15 U.S.C. § 1125(a)(1). As with trademark infringement claims, the test for liability for false designation of

origin under Section 43(a) is also “whether the public is likely to be deceived or confused by the similarity of the marks at issue.” Two Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 780, 112 S. Ct. 2753, 2763 (1992).

Goyards’s Amended Complaint also sets forth a cause of action for cybersquatting pursuant to the Anticybersquatting Consumer Protection Act (“ACPA”) 15 U.S.C. § 1125(d). To prevail under 15 U.S.C. § 1125(d), Goyard must demonstrate that “(1) its mark is distinctive or famous and entitled to protection; (2) the defendant’s domain name is identical or confusingly similar to the plaintiff’s mark; and (3) the defendant registered or used the domain name with a bad faith intent to profit.” Bavaro Palace, S.A. v. Vacation Tours, Inc., 203 Fed. Appx. 252, 256 (11th Cir. 2006). See also 15 U.S.C. § 1125(d).

Whether a defendant’s use of a plaintiff’s trademarks creates a likelihood of confusion between the plaintiff’s and the defendant’s products is also the determining factor in the analysis of unfair competition under the common law of Florida. See Planetary Motion, 261 F.3d at 1193 n.4 (“Courts may use an analysis of federal infringement claims as a ‘measuring stick’ in evaluating the merits of state law claims.”). Further, the analysis of liability for Florida common law trademark infringement is also the same as the analysis of liability for trademark infringement under § 32(a) of the Lanham Act, evaluating whether there is a likelihood of confusion between the registered mark and the allegedly infringing mark. See PetMed Express, Inc., 336 F. Supp. 2d at 1217-18.

The well-pled factual allegations of Goyard’s Amended Complaint, including specifically those pled in Paragraphs 7-14, 24-36, 41-43, 48-52, 55-58, 63-68, 73-75, 78-81, ECF No. [20], properly allege the elements for each of the above claims. Moreover, the factual allegations in Goyard’s Amended Complaint, substantiated by the evidence submitted herewith, conclusively

establish Defendants' liability under each of the claims asserted in the Amended Complaint. Accordingly, Default Judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure should be entered against Defendants.

**B. Plaintiff's Requested Relief Should Be Granted.**

**1. Entry of a Permanent Injunction is Appropriate.**

Pursuant to the Lanham Act, a district court is authorized to issue an injunction "according to the principles of equity and upon such terms as the court may deem reasonable," to prevent violations of trademark law. 15 U.S.C. § 1116(a). Indeed, "[i]njunctive relief is the remedy of choice for trademark and unfair competition cases, since there is no adequate remedy at law for the injury caused by a defendant's continuing infringement." Burger King Corp. v. Agad, 911 F. Supp. 1499, 1509-10 (S.D. Fla. 1995) (citing Century 21 Real Estate Corp. v. Sandlin, 846 F.2d 1175, 1180 (9th Cir. 1988)). Moreover, even in a default judgment setting, injunctive relief is available. See e.g., PetMed Express, Inc., 336 F. Supp. 2d at 1222-23. Defendants' failure to respond or otherwise appear in this action makes it difficult for Goyard to prevent further infringement absent an injunction. See Jackson v. Sturkie, 255 F. Supp. 2d 1096, 1103 (N.D. Cal. 2003) ("[D]efendant's lack of participation in this litigation has given the court no assurance that defendant's infringing activity will cease. Therefore, plaintiff is entitled to permanent injunctive relief.") Pursuant to 15 U.S.C. § 1116, this Court should permanently enjoin Defendants from continuing to infringe any of Goyard's intellectual property rights, including the Goyard Marks.

Permanent injunctive relief is appropriate where a plaintiff demonstrates 1) it has suffered irreparable injury; 2) there is no adequate remedy at law; 3) the balance of hardship favors an equitable remedy; and 4) an issuance of an injunction is in the public's interest. eBay, Inc. v. MercExchange, LLC, 547 U.S. 388, 392-93 (2006). As demonstrated herein and based upon

the issuance of the temporary restraining order entered in this matter, Goyard has clearly carried its burden on each of the four factors, warranting permanent injunctive relief, because Defendants have unlawfully used Goyard's goodwill to make a profit. Accordingly, permanent injunctive relief is appropriate.

Defendants' actions merit permanent injunctive relief, not only to protect Goyard's reputation, but also to protect consumers from being deceived as to the quality and source of products bearing Goyard's trademarks. The facts alleged in Goyard's Amended Complaint, substantiated by the evidence submitted herewith, shows Defendants are "continuously infringing and inducing others to infringe" the Goyard Marks by using them to advertise, promote, and sell goods bearing marks which are identical or altered to be identical to the Goyard Marks. (Am. Compl. ¶ 49; see also Thierry Decl. ¶¶ 9-13; Burns Decl. ¶ 4; Burns Decl. in Support of Notice ¶ 5; see generally Defendants' E-commerce Store Names).

Goyard is clearly suffering, and will continue to suffer, irreparable injury if Defendants' infringing activities are not permanently enjoined. (Thierry Decl. ¶¶ 8, 20.) In trademark cases, "a sufficiently strong showing of likelihood of confusion . . . may by itself constitute a showing of a substantial threat of irreparable harm." McDonald's Corp. v. Robertson, 147 F.3d 1301, 1306 (11th Cir. 1998). See also Levi Strauss & Co. v. Sunrise Int'l Trading Inc., 51 F.3d 982, 986 (11th Cir.1995) ("There is no doubt that the continued sale of thousands of pairs of counterfeit jeans would damage LS & Co.'s business reputation and might decrease its legitimate sales.") In any event, Goyard's Amended Complaint alleges that Defendants' unlawful actions have caused irreparable injury to Goyard and will continue to do so if Defendants are not permanently enjoined. (Am. Compl. ¶¶ 45, 53, 61, 71, 76, 82.) Defendants have defaulted upon Goyard's factual allegations in that respect.

Additionally, Goyard has no adequate remedy at law so long as Defendants continue to use Goyard's trademarks in connection with the operation of the e-commerce stores under the E-commerce Store Names, because Goyard will have no control of the quality of what appears to be its products in the marketplace. (See Am. Compl. ¶¶ 44, 61, 70, 76, 82.) An award of money damages alone will not cure the injury to Goyard's reputation and goodwill which will result if Defendants' counterfeiting and infringing actions are allowed to continue. Moreover, it can hardly be said that Defendants face hardship in refraining from their willful infringement of Goyard's trademarks, whereas Goyard faces hardship from loss of sales and its inability to control its reputation. In reality, Defendants have no cognizable hardship, as they will be prohibited from selling counterfeit goods, which is an illegal act to begin with. Finally, the public has an interest in the issuance of a permanent injunction against Defendants to prevent consumers from being misled by Defendants' products. See Chanel, Inc. v. besumart.com, 240 F. Supp. 3d 1283, 1291 (S.D. Fla. 2016) ("[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior." (citation omitted)); BellSouth Adver. & Publ'g. Corp. v. Real Color Pages, Inc., 792 F. Supp. 775, 785 (M.D. Fla. 1991) (holding "[i]n a trademark infringement or unfair competition case, a third party, the consuming public is present and its interests are paramount.") Ultimately, the permanent injunction will prevent consumer confusion and deception in the marketplace and will protect Goyard's property interest in its Marks, which are the touchstones of trademark law.

Furthermore, as admitted by Defendants through default, (i) the E-commerce Store Names and associated payment accounts are essential components of Defendants' online activities, and (ii) the E-commerce Store Names themselves are one of the means by which Defendants further their counterfeiting and infringement scheme and cause harm to Goyard. (See Am. Compl. ¶ 14.)

Therefore, to effectuate the injunction as a practical matter pursuant to the Court's inherent authority and the All Writs Act, 28 U.S.C. § 1651(a), the E-commerce Store Names should be ordered transferred to Goyard's control by Defendants, their registrars, and/or registries. Additionally, the URLs used by Defendants to promote, advertise, offer for sale, and sell their Counterfeit Goods via the E-commerce Store Names, should be permanently disabled, de-indexed, or delisted by any Internet search engines or service provider referring or linking users to the specific URLs and the service providers should cease providing services to the E-commerce Store Names and disclose Defendants' identities. Further, Defendants, their agents or assigns, should be required to (i) assign all rights, title, and interest, to their E-commerce Store Names to Goyard, (ii) instruct all search engines to permanently disable, delist, or de-index the websites' uniform resource locators ("URLs") of the E-commerce Store Names, (iii) instruct all service providers to permanently cease providing any services to Defendants in connection with all E-commerce Store Names and websites, and (iv) instruct the registrars for the E-commerce Store Names to permanently close the e-commerce store registration accounts in which those accounts are located. (Id. ¶ 83(c), (j)-(l).) Moreover, the messaging applications, services, and/or accounts, including e-mail addresses, used by Defendants in connection with their promotion, offering for sale, and/or sale of goods bearing and/or using counterfeits and/or infringements of the Goyard Marks via the E-commerce Store Names should be permanently terminated by Defendants and the applicable third-party service providers so the messaging accounts and e-mail addresses may no longer be used to facilitate Defendants' counterfeiting activities. (Id. ¶ 83(o).) Absent such relief, Defendants will remain free to continue infringing Goyard's trademarks with impunity, will continue to benefit from the Internet traffic to those e-commerce stores built through the unlawful use of Goyard's trademarks, and will continue to defraud the public by their illegal activities.

The Court's powers of equity are sufficiently broad to compel measures necessary to enforce an injunction against infringement. See, e.g., Swann v. Charlotte-Mecklenburg Bd. of Educ., 402 U.S. 1, 15, 91 S. Ct. 1267, 1276 (1971) ("Once a right and a violation have been shown, the scope of a district court's equitable powers to remedy past wrongs is broad, for. . . the essence of equity jurisdiction has been the power of the Chancellor to do equity and to mould each decree to the necessities of the particular case."); United States v. Bausch & Lomb Optical Co., 321 U.S. 707, 724 (1944) ("Equity has power to eradicate the evils of a condemned scheme by prohibition of the use of admittedly valid parts of an invalid whole.") District courts are expressly authorized to order the transfer or surrender of domain names in an *in rem* action against a domain name. See 15 U.S.C. § 1125(d)(1)(C), (d)(2). However, the remedy is by no means limited to that context. See, e.g., Philip Morris USA v. Otamedia Ltd., 331 F. Supp. 2d 228, 230-31 (S.D.N.Y. 2004) (Yesmoke.com domain name transferred to plaintiff despite the fact that plaintiff did not own a trademark in the term "Yesmoke" and noting that 15 U.S.C. § 1125 "neither states nor implies that an *in rem* action against the domain name constitutes the exclusive remedy for a plaintiff aggrieved by trademark violations in cyberspace."); Ford Motor Co. v. Cross, 441 F. Supp. 2d 837, 853 (E.D. Mich. 2006) (defendants ordered to disclose all other domain registrations held by them and to transfer registration of a particular domain name to plaintiff in part under authority of 15 U.S.C. § 1116(a)). This Court, and others, have not hesitated to order the transfer of domain names when faced with factual scenarios similar to the one herein.<sup>8</sup>

---

<sup>8</sup> Chanel, Inc. v. Individuals, No. 24-cv-22336-BB, 2024 U.S. Dist. LEXIS 145638 (S.D. Fla. Aug. 15, 2024) (ordering, inter alia, (i) transfer of domain names or e-stores at issue as part of grant of permanent injunction, (ii) assignment of all rights, title, and interest to defendants' domain names or e-stores used to promote, offer for sale, and/or sell goods bearing counterfeits and/or infringements of plaintiff's trademarks to plaintiff, (iii) permanent de-indexing or delisting of defendants' domain names); Chanel, Inc. v. civel.shop, No. 23-cv-61106-BB, 2023 U.S. Dist.

Defendants have created an Internet-based counterfeiting and infringement scheme and are profiting from the deliberate misappropriation of Goyard's rights. Accordingly, the Court should eliminate the means by which Defendants are conducting their unlawful activities to further prevent the use of these instrumentalities of infringement.

**C. Damages as to Count I for Trademark Counterfeiting and Infringement.**

In a case involving the use of counterfeit marks in connection with a sale, offering for sale, or distribution of goods, 15 U.S.C. § 1117(c) provides that a plaintiff may elect an award of statutory damages at any time before final judgment is rendered in the sum of not less than \$1,000.00 nor more than \$200,000.00 per counterfeit mark per type of good. 15 U.S.C. § 1117(c)(1). In addition, if the Court finds that Defendants' counterfeiting actions were willful, it may impose damages above the maximum limit up to \$2,000,000.00 per counterfeit mark per type of good. 15 U.S.C. § 1117(c)(2). Pursuant to 15 U.S.C. § 1117(c), Plaintiff elects to recover an award of statutory damages as to Count I of the Amended Complaint.

The Court has wide discretion to set an amount of statutory damages. PetMed Express, Inc., 336 F. Supp. 2d at 1219 (citing Cable/Home Commc'n Corp. v. Network Prod., Inc., 902 F.2d 829, 852 (11th Cir. 1990)). Indeed, an award of statutory damages is an appropriate remedy, despite a plaintiff's inability to provide actual damages caused by a defendant's infringement. Ford

---

LEXIS 212686 (S.D. Fla. Nov. 28, 2023) (same); Yves Saint Laurent S.A.S. v. Individuals, No. 23-cv-61028-BB, 2023 U.S. Dist. LEXIS 149455 (S.D. Fla. Aug. 24, 2023) (same); Malletier v. LVhut.Net, No. 22-cv-60228-BB, 2022 U.S. Dist. LEXIS 63339 (S.D. Fla. Apr. 5, 2022) (same); adidas AG v. Individuals, No. 23-cv-62188-BB (S.D. Fla. Feb. 28, 2024) (same). See also Chanel, Inc. v. Individuals, Bus. Entities, & Unincorporated Ass'ns Identified on Schedule "A", No. 24-cv-22823-BECERRA, 2024 U.S. Dist. LEXIS 173486 (S.D. Fla. Sept. 25, 2024) (same); Omega SA v. Individuals, Bus. Entities & Unincorporated Ass'ns Identified on Schedule "A", No. 24-cv-60989-DAMIAN, 2024 U.S. Dist. LEXIS 155692 (S.D. Fla. Aug. 29, 2024) (same); Cartier Int'l A.G. v. Individual, No. 24-60156-CIV-SINGHAL, 2024 U.S. Dist. LEXIS 129745 (S.D. Fla. July 23, 2024) (same); Malletier v. Individuals, No. 0:23-cv-62209-MOORE, 2024 U.S. Dist. LEXIS 132920 (S.D. Fla. June 21, 2024) (same).



Motor Co. v. Cross, 441 F. Supp. 2d 837, 852 (E.D. Mich. 2006) (“[A] successful plaintiff in a trademark infringement case is entitled to recover enhanced statutory damages even where its actual damages are nominal or non-existent.”). Congress enacted a statutory damages remedy in trademark counterfeiting cases because evidence of a defendant’s profits in such cases is almost impossible to ascertain. See, e.g., S. REP. NO. 104-177, pt. V(7) (1995) (discussing purposes of Lanham Act statutory damages.) See also PetMed Express, Inc., 336 F. Supp. 2d at 1220 (statutory damages are “especially appropriate in default judgment cases due to infringer nondisclosure”). This case is no exception.

A defendant’s intent can be of probative value for establishing willfulness, triggering an enhanced statutory award. PetMed Express, Inc., 336 F. Supp. 2d at 1220. A defendant is deemed to have acted willfully where “the infringer acted with actual knowledge or reckless disregard” to a plaintiff’s intellectual property rights. See Arista Records, Inc. v. Beker Enter., Inc., 298 F. Supp. 2d 1310, 1312 (S.D. Fla. 2003). Willfulness may also be inferred from the defendant’s default. See PetMed Express, Inc., 336 F. Supp. 2d at 1217 (upon default, well plead allegations taken as true). In either case, a defendant is deemed to have the requisite knowledge that their acts constitute an infringement.

The Goyard Marks are renowned worldwide as identifiers of high-quality merchandise, and the fact that Defendants offered for sale and sold goods using marks which are identical or altered to be identical to such strong marks shows their desire and purpose to trade upon Goyard’s goodwill. Indeed, in a case of clear-cut copying such as this, it is appropriate to infer that Defendants intended to cause confusion and benefit from Goyard’s reputation to Goyard’s detriment. See PetMed Express, Inc., 336 F. Supp. 2d at 1220 (court infers intent to confuse consumers into believing affiliation from Defendants’ use of such a mark that was confusingly

similar). Moreover, in this district, it has been held that when an alleged infringer adopts a mark “with the intent of obtaining benefit from the plaintiff’s business reputation, ‘this fact alone may be sufficient to justify the inference that there is confusing similarity.’” Turner Greenberg Assocs., 320 F. Supp. 2d 1317, 1333 (S.D. Fla. 2004) (citing Carnival Corp. v. Seascapes Casino Cruises, Inc., 74 F. Supp. 2d 1261, 1268 (S.D. Fla. 1999)). Ultimately, the evidence clearly establishes Defendants intentionally copied one or more of the Goyard Marks for the purpose of deriving the benefit of Plaintiff’s world-famous reputation, and Defendants defaulted on Plaintiff’s allegations of willfulness. (Am. Compl. ¶ 31.) See Arista Records, Inc., 298 F. Supp. 2d at 1313 (finding a Court may infer willfulness from the defendants’ default.) As such, the Court should award a significant amount of statutory damages under the Lanham Act to ensure Defendants do not continue their intentional and willful counterfeiting activities.

Based on the above considerations, Plaintiffs respectfully request the Court award statutory damages against each Defendant. The evidence in this case demonstrates that each Defendant promoted, distributed, advertised, offered for sale, and/or sold at least one (1) type of good bearing and/or using at least one (1) mark which is in fact a counterfeit of one of the Goyard Marks. (See Am. Compl. ¶¶ 15, 24, 49; see also Declaration of a Jean-Laurent Thierry in Support of Motion for Entry of Default Final Judgment Against Defendants (“Thierry Decl. in Support of FDJ”) ¶ 5, filed herewith, and Ex. 1 attached thereto, Statutory Damages Calculation Chart; Burns Decl. in Support of TRO ¶ 4; see also Defendants’ E-commerce Store Names, attached as Comp. Ex. 1 to the Burns Decl., web page captures reflecting samples of each Defendant promoting and offering for sale goods bearing and/or using counterfeits of, at least, one of the Goyard Marks via its respective E-commerce Store Name.) And, as noted above, based upon the evidence Plaintiff has presented, it is reasonable to infer Defendants’ infringement was willful. As such, Plaintiff has

prepared a Statutory Damages Calculation Chart illustrating the statutory damage award calculated per Defendant. (See Thierry Decl. in Support of FDJ ¶ 5 and Ex. 1 attached thereto.) As reflected in the chart, Plaintiff calculated the statutory damages awards by starting with a baseline of \$20,000.00, trebled to reflect Defendants' willfulness, and doubled for the purpose of deterrence, resulting in \$120,000.00 per Goyard Mark counterfeited per type of good sold per Defendant. (Id.) Plaintiffs then multiplied the \$120,000.00 baseline number by the number of Plaintiff's trademarks counterfeited and the number of different types of goods offered for sale by each Defendant. (Id.) As further set forth in Exhibit 1 to the Thierry Decl. in Support of FDJ, Plaintiff is requesting a statutory damage award in the amount of \$120,000.00 per Goyard Mark counterfeited per type of good sold against each Defendant as partial compensation to Plaintiff and to deter Defendants and others from continuing to counterfeit Goyard's trademarks. (See Thierry Decl. in Support of FDJ ¶¶ 5-6 and the Statutory Damages Calculation Chart illustrating the method of calculating the statutory damage award per Defendant attached as Ex. 1 to the Thierry Decl. in Support of FDJ.)

Plaintiff's requested damage amount as to each Defendant is well within the permissible range prescribed under 15 U.S.C. § 1117(c)(2) and should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Plaintiff's trademarks, compensate Plaintiff, and punish Defendants, all stated goals of 15 U.S.C. § 1117(c). Joint Statement of Trademark Counterfeiting Legislation, H.R.J. Res. 648, 98th Cong., 2nd Sess., 130 Cong.Rec. H12076, H12083; PetMed Express, Inc., 336 F. Supp. 2d at 1222 ("statutory damages under § 1117(c) are intended not just for compensation for losses, but also to deter wrongful conduct.").

This Court and others have granted statutory damages under the Lanham Act similar to, or higher than, Plaintiff's request herein.<sup>9</sup>

**D. Plaintiff's Damages as to Count II for False Designation of Origin, Count IV for Common Law Unfair Competition, and Count V for Common Law Trademark Infringement.**

Plaintiff's Amended Complaint also sets forth a cause of action for false designation of origin pursuant to § 43(a) of the Lanham Act (15 U.S.C. § 1125(a)) (Count II), common law of unfair competition (Count IV) and Florida's common law trademark infringement (Count V). As to Count II, IV, and V, the allowed scope of monetary damages is also encompassed in 15 U.S.C. § 1117(c). Accordingly, judgment on Count II, IV, and V should be limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

**E. Plaintiff's Damages as to Count III for Cybersquatting.**

Goyard's Amended Complaint further sets forth a cause of action for cybersquatting pursuant to the Anticybersquatting Consumer Protection Act ("ACPA"), 15 U.S.C. §1125(d). As

---

<sup>9</sup> Chanel, Inc. v. Individuals, No. 24-cv-22336-BB, 2024 U.S. Dist. LEXIS 145638 (S.D. Fla. Aug. 15, 2024) (entry of statutory damages award using a baseline of \$30,000.00, trebled to reflect willfulness and doubled for the purpose of deterrence, resulting in \$180,000.00 per trademark counterfeited per type of good offered for sale and/or sold); adidas AG v. Individuals, Bus. Entities, & Unincorporated Ass'ns Identified on Schedule "A", No. 23-cv-62191-BB, 2024 U.S. Dist. LEXIS 33208 (S.D. Fla. Feb. 27, 2024) (entry of statutory damages award using a baseline of \$20,000.00, trebled to reflect willfulness and doubled for the purpose of deterrence, resulting in \$120,000.00 per trademark counterfeited per type of good offered for sale and/or sold); adidas AG v. Individuals, Bus. Entities, & Unincorporated Ass'ns Identified on Schedule "A", No. 23-cv-62188-BB (S.D. Fla. Feb. 28, 2024) (same); Chanel, Inc. v. 21913517, No. 24-60725-CIV-SINGHAL, 2024 U.S. Dist. LEXIS 178816 (S.D. Fla. Sept. 30, 2024) (awarding plaintiff statutory damages of one million dollars (\$1,000,000.00) against each Defendant as each Defendant used at least one counterfeit mark on one type of good); St-Honore v. Cheapgoyardreplicas.com, No. 24-61007-CIV-ROSENBERG, 2024 U.S. Dist. LEXIS 159586 (S.D. Fla. Sept. 4, 2024, docketed Sept. 5, 2024) (entry of statutory damages award using a baseline of \$50,000.00, trebled to reflect willfulness and doubled for the purpose of deterrence, resulting in \$300,000.00 per trademark counterfeited per type of good offered for sale and/or sold); Chanel, Inc. v. Individuals, Bus. Entities, & Unincorporated Ass'ns Identified on Schedule "A", No. 23-cv-62372-BECERRA, 2024 U.S. Dist. LEXIS 71057 (S.D. Fla. Apr. 11, 2024) (same).

admitted by default, and established by the evidence submitted herewith, Defendant Numbers 1-2 (the “Cybersquatting Defendants”) have acted with the bad faith intent to profit from the Goyard Marks and the goodwill associated with the Goyard Marks by registering their corresponding E-commerce Store Name identified on Schedule “B” hereto, (the “Cybersquatted E-commerce Store Names”) that are identical, confusingly similar to, or dilutive of at least one of the Goyard Marks. (Am. Compl. ¶¶ 33-39, 63-68.) The Cybersquatted E-commerce Store Names incorporate one or more of Goyard’s trademarks in their entirety surrounded by descriptive or generic terms, rendering the E-commerce Store Names nearly identical to Goyard’s trademarks. Even minor variations to a plaintiff’s mark in a domain name can be confusingly similar. See Victoria’s Cyber Secret Ltd. P’ship v. V Secret Catalogue, Inc., 161 F. Supp. 2d 1339, 1351 (S.D. Fla. Sept. 10, 2001) (“The taking of an identical copy of another’s famous and distinctive trademark for use as a domain name creates a presumption of confusion among Internet users as a matter of law.”); DaimlerChrysler v. The Net Inc., 388 F.3d 201, 205-06 (6th Cir. 2004) (“Courts generally have held that a domain name that incorporates a trademark is ‘confusingly similar to’ that mark if ‘consumers might think that [the domain name] is used, approved, or permitted’ by the mark holder.”). Furthermore, it is indisputable that the Goyard Marks are famous and distinctive. Goyard’s genuine goods are among the bestselling high-quality products in the world, and the Goyard Marks enjoy widespread recognition and are prominent in the minds of the consuming public.

As to the issue of bad faith, the ACPA lists nine factors for courts to consider in determining whether a domain name has been registered or used in “bad faith” with an intent to profit from a mark in registering or using the mark in a domain name. See 15 U.S.C. § 1125(d)(1)(B)(i); Taverna Opa Trademark Corp., v. Ismail, Case No. 08-20776-CIV, 2010 WL 1838384, at \*2 (S.D. Fla.

May 6, 2010). The nine factors are not meant to be exclusive, and the Court may consider the context of the matter in making a determination of bad faith. See Victoria's Cyber Secret, 161 F. Supp. 2d at 1347. Examination of the relevant bad faith factors compels the conclusion that the Cybersquatting Defendants' registration and use of the Cybersquatted E-commerce Store Names violates 15 U.S.C. § 1125(d).

The first and third factors, § 1125(d)(1)(B)(I) and (III), are clearly present since the Cybersquatting Defendants have no rights in the Goyard Marks, and the Cybersquatting Defendants have never used the Goyard Marks in connection with a bona fide offering of goods or services. Additionally, the fourth, fifth, and ninth factors, § 1125(d)(1)(B)(IV), (V) and (IX), weigh in Goyard's favor. As discussed above, the Cybersquatting Defendants have clearly intentionally incorporated the Goyard Marks in their domain names to divert consumers looking for Goyard's Internet website to their own Internet website for commercial gain. Such consumers are likely to be confused as to the source and sponsorship of the Cybersquatting Defendants' Internet websites and mistakenly believe the websites are endorsed by and/or affiliated with Goyard. Clearly, the Cybersquatting Defendants' registration of their Cybersquatted E-commerce Store Names, to promote and/or offer for sale counterfeit and infringing Goyard branded products and retail stores, knowing the domain names are identical or confusingly similar to Goyard's indisputably famous and distinctive marks ensures a likelihood of confusion among consumers. See House Judiciary Committee Report on H.R. 3028, H.R. Rep. No. 106-412 p. 13 (October 25, 1999) ("The more distinctive or famous a mark has become, the more likely the owner of that mark is deserving of the relief available under this act.").

Upon a finding of liability, the ACPA expressly empowers the Court to "order the forfeiture or cancellation of the domain name or the transfer of the domain name to the owner of the mark."

15 U.S.C. § 1125(d)(1)(C); Victoria's Cyber Secret, 161 F. Supp. 2d at 1356. Accordingly, Goyard is entitled to the transfer and ownership of the Cybersquatted E-commerce Store Names because they are confusingly similar to the Goyard Marks. Victoria's Cyber Secret, 161 F. Supp. 2d at 1356. Additionally, Goyard may elect at any time before final judgment to recover actual damages or statutory damages of not less than \$1,000.00 and not more than \$100,000.00 per Cybersquatted E-commerce Store Name, as the court considers just. 15 U.S.C. § 1117(d). Goyard elects statutory damages and submits that in view of the Cybersquatting Defendants' intentional, wrongful behavior, an award in the amount of \$10,000.00 against each of the Cybersquatting Defendants for each of their respective Cybersquatted E-commerce Store Names, as outlined on Schedule "B" hereto, would be just. See Taverna Opa Trademark Corp., 2010 WL 1838384, at \*3 (awarding \$10,000.00 in statutory damages for the infringing domain name at issue); Chanel, Inc. v. Individual, P'ship or Unincorporated Ass'n, No. 21-60225-CIV-DIMITROULEAS, 2021 U.S. Dist. LEXIS 212118 (S.D. Fla. April 30, 2021) (same); Louis Vuitton Malletier v. The Individuals, Business Entities, and Unincorporated Ass'ns identified on Schedule A, Case No. 23-cv-61700-WPD (S.D. Fla. Nov. 16, 2024) (same).

#### IV. CONCLUSION

For the foregoing reasons, Plaintiff, Goyard St-Honore, respectfully requests the Court enter default final judgment and a permanent injunction against Defendants in the form of the proposed Default Final Judgment and Permanent Injunction filed herewith.

DATED: November 19, 2024.

Respectfully submitted,  
STEPHEN M. GAFFIGAN, P.A.

By: Annie O'Leary  
Stephen M. Gaffigan (Fla. Bar No. 025844)  
Virgilio Gigante (Fla. Bar No. 082635)  
T. Raquel Wiborg-Rodriguez (Fla. Bar No. 103372)  
Annie O'Leary (Fla. Bar No. 1050009)

401 East Las Olas Blvd., Suite 130-453  
Ft. Lauderdale, Florida 33301  
Telephone: (954) 767-4819  
E-mail: [Stephen@smgpa.cloud](mailto:Stephen@smgpa.cloud)  
E-mail: [Leo@smgpa.cloud](mailto:Leo@smgpa.cloud)  
E-mail: [Raquel@smgpa.cloud](mailto:Raquel@smgpa.cloud)  
E-mail: [Annie@smgpa.cloud](mailto:Annie@smgpa.cloud)

Attorneys for Plaintiff, GOYARD ST-HONORE



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

Def. No.	Defendant/ E-commerce Store Name	Payee	Merchant ID	Financial Account	E-mail Addresses	Other Means of Contact
1	goyardbagus.com		G76ZM2HEH7VAG	admin@goyardbagus.com	admin@goyardbagus.com	
			T79AXJ8NTH534	ajuovph@hotmail.com		
			TUUF CZW2DUL54	jwovgbbpb@hotmail.com		
2	goyarduksale.com	EDDIE GRIGGS @EGRIGGS 408	3V9T945J55BL4		luxuryitemswholesale@gmail.com	
3	aaareplica.nu	齐齐哈尔市变晓商贸有限公司	7Y4W2X69U8JK8	maoxiaohupp@outlook.com	service@aaareplica.nu service@aaareplica.nu	
4	bagscoll.shop	Luybagq	J4F24FFE2DGV6		support@zngogo.com	
4	blissbags.shop	LUXURYBAGSALEssc	A8Y8GSFRHE72J		Support@zngogo.com help@luybagsonline.shop	
		LUXtpURYBAGSALEsf	PJSDJ8X5WPFVE		help@luybagsonline.shop	
4	luxesbag.shop	LUXBAGONLINE	MLLCUQ5WLJB2N		Support@zngogo.com	
		Luybagq	CPMHBE54LTRD6			
4	topbagsnew.shop	LUXURYBAGSALEs	H8WS8VQZYWJEW		Support@zngogo.com 547602388@qq.com	
		LUXURYBAGSALEssd	5NQJRJ4QRZVYN		Support@zngogo.com help@luybagsonline.shop	
		LUXtpURYBAGSALEsf	PJSDJ8X5WPFVE		help@luybagsonline.shop	
5	buyqualitybags.com		2444YDDM2597J	79886689@qq.com	topbagshub@gmail.com contact@topqualitybags.com	

		Tabren Aubrey Smith	RQLTT8ZY2 YWL6	keithgrainger90 @outlook.com		
5	topqualitybags.com	雅翠 韦	KV5T4GV3K AKZJ	Usamamanzoor stripe@gmail.c om 627907509@q q.com	topbagshub@g mail.com contact@topqua litybags.com	
6	byaneity.com	Byaneity	GNJEDFUTP XESS		service@unigav e.com service@byaneit y.com	
7	casebig.com		TFSNLF6A NVF6 25E24C52YC KYQ		favocase@gmail .com sales@Casebig. com	
8	casefeely.com	CASEFEEL Y	Y4HM7FMW 95PWW		support@casefe ely.com	
9	caseshunter.com		VAYBUU357 F444 KJRL6UYU3 FWJU		admin@caseshu nter.com	
10	cinderellastores.com	Rokki Agbotsu	2357NLWTJ3 8GJ		info@cinderella stores.com cinderellastore nz@gmail.com	
11	crozus.com		NJU2X7GLD 5X86 CMGUNSJJL VGA6 P3VJHHV6Q P33N		support@crozus .com	
12	designermusthave.com	Designer Must Have	THGZG4A39 BKW4			designermusthave.c om/index.php/conta ct-us-2
13	qkkbag.shop	文 智弘 @41y8	KF29JLWXM CQWA		support@qkkba g.shop lagreen511@gm ail.com sales@qkkbag.s hop	
13	qnkbag.shop	文 智弘 @41y8	KF29JLWXM CQWA		support@qnkba g.shop lagreen511@gm	

					ail.com sales@qnkbag.s hop	
13	whwlbag.shop	文 智弘 @41y8	KF29JLWXM CQWA		support@whwlb ag.shop cntopshoes@gm ail.com sales@whwlbag .shop	
13	wmtbag.shop	文 智弘 @41y8	KF29JLWXM CQWA		support@wmtba g.shop alexissaveryprpe ws@gmail.com cntopshoes@gm ail.com sales@wmtbag.s hop	
13	wshubag.shop	文 智弘 @41y8	KF29JLWXM CQWA	asd763881227 @163.com	support@wshub ag.shop worldsroderickt hyiqph@gmail.c om sales@wshubag. shop	
13	xknbag.shop	文 智弘 @41y8	KF29JLWXM CQWA		support@xknba g.shop cntopshoes@gm ail.com sales@xknbag.s hop	
14	gorchic.com	Hefei Jiao Kun Trading Co., Ltd. 广州市白云 区黄石浩多 好百货店	PT465C2FK4 F7S Z8GYFR5GS GRNU	gzhdhcorp@ou tlook.com	service@gorchi c.com	
14	gorchic.us	Hefei Jiao Kun Trading Co., Ltd.	PT465C2FK4 F7S ZU5WRREP DXNK4	lindashuai1995 @gmail.com	service@gorchi c.com service@gorchi c.net	
15	high-endbags01.com		WHFLXXCT HQ2QY	cong_0617@q q.com	xxx@163.com	

			S3QM9XY3G8WJJ	2635378051@qq.com		
16	jojokkrelicas.com	福根 伍	FZ3HYPANX XR5Q	wufugen1115@163.com	support@jojokkrelicas.net	
17	karanfrank.ru			2315162318@qq.com	karanfrankk@outlook.com	
18	luxeebag.com	LuxeeBag	CM4ECTF5E NA9Y		support@luxeebag.com	
19	luxuryoubag.com	FindingLuxury	8SG3KGHCT C9BG		contact@luxuryoubag.com	
20	mafoi.shop		ZQBVLPZ487SS4	segadiarraha@gmail.com	customers@mafoi.shop clients@mafoi.shop	
21	merchprintz.com	MerchPrintz	DXS6FASUE QG2Q		support@merchprintz.com	
22	peesty.com		K9NVCKFEB T27W		sale@temafes.biz support@temafes.net	
22	temaap.com		K9NVCKFEB T27W		support@temaap.com support@fasbags.shop	
22	temafes.us		K9NVCKFEB T27W RKDTKNJF57938		sale@temafes.biz support@temafes.net support@temafes.net	
23	racastudio.com	Raca Studio Pty Ltd	SFNPZT873B UCJ		hello@racastudio.com	
24	tgey.top	Qiansheng TRADING Co.LTD	WE4RF8RW7 CUWG		Allison54321aa@outlook.com	
25	theluxhouse.net	Fashion Venue	LVN357P5CL TWC	davidruffinjr@yahoo.com	info@theluxhouse.net theluxhouse1@gmail.com	
26	thetotetrove.myshopify.com	LuxuryHub	V8A8PG45Z HLVQ		ameliaavaforyou@gmail.com store+79032254753@t.shopifyemail.com	

					avasophiaforyou@gmail.com	
27	vincyrep.ru	林海 柳		liulinhai188@outlook.com	vincystore@hotmail.com admin@liomui.com	
				rongfeng-2022@outlook.com	vincystore@hotmail.com	
				huixiang-2022@outlook.com	vincystore@hotmail.com	
				fangxi-2022@outlook.com	vincystore@hotmail.com	
28	viokshop.com		KF44JSYPRD6SC	wuwupei@outlook.com	besttopstores_service@outlook.com	
29	vittoriaparumbell.com	VittoriaParumbell	3HZNUQB8YTJY6		vittoriaparumbell.com@gmail.com sales@vittoriaparumbell.com	

**SCHEDULE B:**  
**CYBERSQUATTING DEFENDANTS BY NUMBER AND**  
**CYBERSQUATTED SUBJECT DOMAIN NAME**

<b>Def. No.</b>	<b>Defendant</b>	<b>Cybersquatted Subject Domain Name(s)</b>	<b>Requested Statutory Damages Award pursuant to 15 U.S.C. § 1117(d)</b>
1	goyardbagus.com	goyardbagus.com	\$10,000.00
2	goyarduksale.com	goyarduksale.com	\$10,000.00

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing was served this 19th day of November, 2024, upon Defendants via e-mail by providing the address to Plaintiff's Website to Defendants via the e-mail accounts at which Defendants were served or by posting true and accurate copies of the foregoing on Plaintiff's Website appearing at the URL: <https://servingnotice.com/Ym35CU/index.html>.

**Annie O'Leary**  
Annie O'Leary