

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

Case No. 24-cv-23663-BLOOM/Elfenbein

GOYARD ST-HONORE,

Plaintiff,

vs.

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. [41] (“Motion”), filed on November 19, 2024. For the reasons set forth in the Court’s Order on the Motion, ECF No. [41], **FINAL JUDGMENT** is entered, pursuant to Federal Rule of Civil Procedure 58, in favor of Plaintiff, Goyard St-Honore (“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 15 of the Amended Complaint (the “Goyard Marks”);

- b. using the Goyard 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 Goyard 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 Goyard 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 Goyard 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. 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;
- d. 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);

- e. 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);
- 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 Goyard Marks; and
- g. 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.

(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. \$720,000.00 against Defendant Number 1 - goyardbagus.com, for which sum let execution issue;

- b. \$960,000.00 against Defendant Number 2 - goyarduksale.com, for which sum let execution issue;
- c. \$720,000.00 against Defendant Number 3 - aaareplica.nu, for which sum let execution issue;
- d. \$720,000.00 against Defendant Number 4 - bagscoll.shop a/k/a blissbags.shop a/k/a luxesbag.shop a/k/a topbagsnew.shop, for which sum let execution issue;
- e. \$960,000.00 against Defendant Number 5 - buyqualitybags.com a/k/a topqualitybags.com, for which sum let execution issue;
- f. \$720,000.00 against Defendant Number 6 - byaneity.com, for which sum let execution issue;
- g. \$480,000.00 against Defendant Number 7 - casebig.com, for which sum let execution issue;
- h. \$360,000.00 against Defendant Number 8 - casefeely.com, for which sum let execution issue;
- i. \$480,000.00 against Defendant Number 9 - caseshunter.com, for which sum let execution issue;
- j. \$720,000.00 against Defendant Number 10 - cinderellastores.com, for which sum let execution issue;
- k. \$960,000.00 against Defendant Number 11 - crozus.com, for which sum let execution issue;
- l. \$960,000.00 against Defendant Number 12 - designermusthave.com, for which sum let execution issue;
- m. \$960,000.00 against Defendant Number 13 - qkkbag.shop a/k/a qnkbag.shop a/k/a whwlbag.shop a/k/a wmtbag.shop a/k/a wshubag.shop a/k/a xknbag.shop, for which sum let execution issue;
- n. \$960,000.00 against Defendant Number 14 - gorchic.com a/k/a gorchic.us, for which sum let execution issue;
- o. \$720,000.00 against Defendant Number 15 - high-endbags01.com, for which sum let execution issue;
- p. \$960,000.00 against Defendant Number 16 - jojokkreplikas.com, for which sum let execution issue;

- q. \$960,000.00 against Defendant Number 17 - karanfrank.ru, for which sum let execution issue;
- r. \$600,000.00 against Defendant Number 18 - luxeebag.com, for which sum let execution issue;
- s. \$840,000.00 against Defendant Number 19 - luxuryoubag.com, for which sum let execution issue;
- t. \$960,000.00 against Defendant Number 20 - mafoi.shop, for which sum let execution issue;
- u. \$480,000.00 against Defendant Number 21 - merchprintz.com, for which sum let execution issue;
- v. \$600,000.00 against Defendant Number 22 - peesty.com a/k/a temaap.com a/k/a temafes.us, for which sum let execution issue;
- w. \$480,000.00 against Defendant Number 23 - racastudyo.com, for which sum let execution issue;
- x. \$960,000.00 against Defendant Number 24 - tgey.top, for which sum let execution issue;
- y. \$960,000.00 against Defendant Number 25 - theluxhouse.net, for which sum let execution issue;
- z. \$720,000.00 against Defendant Number 26 - thetotetrove.myshopify.com, for which sum let execution issue;
- aa. \$720,000.00 against Defendant Number 27 - vincyrep.ru, for which sum let execution issue;
- bb. \$960,000.00 against Defendant Number 28 - viokshop.com, for which sum let execution issue;
- cc. \$720,000.00 against Defendant Number 29 - vittoriaparumbell.com, for which sum let execution issue.

The Court considered both the willfulness of each Defendant's conduct and the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 15 U.S.C. § 1117(c).

(4) **Statutory damages pursuant to 15 U.S.C. § 1117(d)**: Statutory damages in favor of Plaintiff pursuant to 15 U.S.C. § 1117(d), are determined to be:

- a. \$10,000.00 against Defendant Number 1 - goyardbagus.com, for its e-commerce store name, goyardbagus.com, for which sum let execution issue;
- b. \$10,000.00 against Defendant Number 2 - goyarduksale.com, for its e-commerce store name, goyarduksale.com, for which sum let execution issue.

(5) Pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, Federal Rule of Civil Procedure 65, and the Court's inherent authority, upon Plaintiff's request, Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, e-commerce shipping partner, fulfillment center, warehouse, storage facility, 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, e-commerce shipping partner, fulfillment center, warehouse, storage facility, 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

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transaction reversals deducted from each Defendant's funds restrained prior to release; and

(iii) the total funds released per Defendant to Plaintiff.

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

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

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

(9) The Clerk is directed to **CLOSE** this case and **DENY** any pending motions as moot.

DONE AND ORDERED in Chambers at Miami, Florida on December 4, 2024.

A handwritten signature in black ink, appearing to be 'JB' or similar, written over a horizontal line.

BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to:

Counsel of Record

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

Def. No.	Defendant/ E-commerce Store Name	Payee	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		
			TUUFZCZW2DUL54	jwovgbbpb@hotmail.com		
2	goyarduksale.com	EDDIE GRIGGS @EGRIGGS408	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	
					topbagshub@gmail.com	
5	buyqualitybags.com		2444YDDM2597J	79886689@qq.com	contact@topqualitybags.com	

		Tabren Aubrey Smith	RQLTT8ZY2 YWL6	keithgrainger90 @outlook.com		
			KV5T4GV3K AKZJ	Usamamanzoor stripe@gmail.c om	topbagshub@g mail.com	
5	topqualitybags.com	雅翠 韦		627907509@q q.com	contact@topqua litybags.com	
6	byaneity.com	Byaneity	GNJEDFUTP XESS		service@unigav e.com service@byaneit y.com	
			TFSNLFL6A NVF6		favocase@gmail .com	
7	casebig.com		25E24C52YC KYQ		sales@Casebig. com	
8	casefeely.com	CASEFEEL Y	Y4HM7FMW 95PWW		support@casefe ely.com	
			VAYBUU357 F444			
9	caseshunter.com		KJRL6UYU3 FWJU		admin@caseshu nter.com	
					info@cinderella stores.com cinderellastore nz@gmail.com	
10	cinderellastores.com	Rokki Agbotsu	2357NLWTJ3 8GJ			
			NJU2X7GLD 5X86			
			CMGUNSJJL VGA6			
11	crozus.com		P3VJHHV6Q P33N		support@crozus .com	
12	designermusthave.com	Designer Must Have	THGZG4A39 BKW4			designermusthave.c om/index.php/conta ct-us-2
					support@qkkba g.shop lagreen511@gm ail.com sales@qkkbag.s hop	
13	qkkbag.shop	文 智弘 @41y8	KF29JLWXM CQWA			
					support@qnkba g.shop lagreen511@gm ail.com sales@qnkbag.s	
13	qnkbag.shop	文 智弘 @41y8	KF29JLWXM CQWA			

					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.	PT465C2FK4 F7S			
		广州市白云 区黄石浩多 好百货店	Z8GYFR5GS GRNU	gzhdhcorp@ou tlook.com	service@gorchi c.com	
14	gorchic.us	Hefei Jiao Kun Trading Co., Ltd.	PT465C2FK4 F7S		service@gorchi c.com	
			ZU5WRREP DXNK4		service@gorchi c.com	
				lindashuai1995 @gmail.com	service@gorchi c.net	
15	high-endbags01.com		WHFLXXCT HQ2QY	cong_0617@q q.com		
			S3QM9XY3G	2635378051@	xxx@163.com	

			8WJJ	qq.com		
16	jojokkrelicas.com	福根 伍	FZ3HYPANX XR5Q	wufugen1115 @163.com	support@jojokk replicas.net	
17	karanfrank.ru			2315162318@ qq.com	karanfrankk@o utlook.com	
18	luxeebag.com	LuxeeBag	CM4ECTF5E NA9Y		support@luxeeb ag.com	
19	luxuryoubag.com	FindingLuxur y	8SG3KGHCT C9BG		contact@luxury oubag.com	
20	mafoi.shop		ZQBVLPZ48 7SS4	segadiarraah@g mail.com	customers@maf oi.shop clients@mafoi.s hop	
21	merchprintz.com	MerchPrintz	DXS6FASUE QG2Q		support@merch printz.com	
22	peesty.com		K9NVCKFEB T27W		sale@temafes.bi z support@temafe s.net	
22	temaap.com		K9NVCKFEB T27W		support@temaa p.com support@fasbag s.shop	
22	temafes.us		K9NVCKFEB T27W RKDTKNJF5 7938		sale@temafes.bi z support@temafe s.net support@temafe s.net	
23	racastudyo.com	Raca Studyo Pty Ltd	SFNPZT873B UCJ		hello@racastud yo.com	
24	tgey.top	Qiansheng TRADING Co.LTD	WE4RF8RW7 CUWG		Allison54321aa @outlook.com	
25	theluxhouse.net	Fashion Venue	LVN357P5CL TWC	davidruffinjr@ yahoo.com	info@theluxhou se.net theluxhouse1@ gmail.com	
26	thetotetrove.myshopify.c om	LuxuryHub	V8A8PG45Z HLVQ		ameliaavaforyou @gmail.com store+79032254 753@t.shopifye mail.com avasophiaforyou @gmail.com	
27	vincyrep.ru	林海 柳		liulinhai188@o	vincystore@hot	

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				rongfeng- 2022@outlook.com	vincystore@hotmail.com	
				huixiang- 2022@outlook.com	vincystore@hotmail.com	
				fangxi- 2022@outlook.com	vincystore@hotmail.com	
28	viokshop.com		KF44JSYPRD 6SC	wuwupei@outlook.com	besttopstores_service@outlook.com	
29	vittoriaparumbell.com	VittoriaParumbell	3HZNUQB8Y TJY6		vittoriaparumbell.com@gmail.com sales@vittoriaparumbell.com	