

**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.

**DECLARATION OF T. RAQUEL WIBORG-RODRIGUEZ IN SUPPORT OF
PLAINTIFF’S MOTION TO AMEND DEFAULT FINAL JUDGMENT AND
PERMANENT INJUNCTION TO INCLUDE ADDITIONAL
E-COMMERCE STORE NAME OPERATED BY DEFENDANT NUMBER 10**

I, T. Raquel Wiborg-Rodriguez, declare and state as follows:

1. I am counsel of record for Plaintiff, Goyard St-Honore (“Goyard” or “Plaintiff”), in the above captioned action. I submit this Declaration in support of Plaintiff’s Motion to Amend the Court’s Default Final Judgment and Permanent Injunction, dated December 3, 2025, ECF No. [46], to Include an Additional E-commerce Store Name Operated by Defendant Number 10 (the “Motion to Amend Permanent Injunction”). I am personally knowledgeable of the matters set forth in this Declaration and, if called upon to do so, I could and would competently testify to the following facts set forth below.

2. On November 19, 2024, Goyard filed its Motion for Entry of Default Final Judgment Against Defendants (the “Motion for Default Final Judgment”), ECF. No. [41]. I hereby incorporate by reference all factual allegations contained in my declaration filed in support of Goyard’s Motion for Default Final Judgment, ECF. No. [41-3].

3. On December 4, 2024, the Court entered a Default Final Judgment and Permanent Injunction (the “Permanent Injunction”) enjoining Defendants, the Individuals, Business Entities or Unincorporated Associations identified on Schedule “A” attached to the Permanent Injunction (collectively “Defendants”), and their officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert and participation with Defendants, *inter alia*, from manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing Plaintiff’s trademarks, or any confusingly similar trademarks, and from falsely representing themselves as being connected with Plaintiff through sponsorship or association, including via the various e-commerce store names identified on Schedule “A” thereto (the “Original E-commerce Store Names”). (See ECF No. [43] at pp. 1-3, 3-5.)

4. On December 5 and 6, 2024, Goyard served a copy of the Permanent Injunction on Defendants by website posting and e-mail, respectively. (See ECF Nos. [44]-[45] Certificates of Service on file with the Court.)

5. After the entry of the Permanent Injunction, my firm learned that the already enjoined Defendant Number 10 - cinderellastores.com (the “Noncomplying Defendant”) is continuing to engage in and expand its unlawful use of one or more of the Goyard trademarks at issue in this action, without authorization, by registering, operating, and/or maintaining its new alias e-commerce store name listed on Schedule “A” hereto (the “Additional E-commerce Store Name”).

6. Specifically, the Noncomplying Defendant is continuing to advertise, offer for sale, and/or promote goods bearing and/or using counterfeits and confusingly similar imitations of Goyard's trademarks at issue.

7. Prior to filing this action, my firm accessed the Noncomplying Defendant's Internet website operating under the Additional E-commerce Store Name to capture and download relevant web pages displaying Goyard's branded items offered for sale. True and correct copies of the web pages downloaded by my firm and provided to Goyard thereafter, reflecting samples of the Noncomplying Defendant's e-commerce store operating under the Additional E-commerce Store Name displaying Goyard branded items offered for sale are attached hereto as Composite Exhibit "1."

8. My firm researched the connection between the Noncomplying Defendant, its previously identified Original E-commerce Store Name, and the Additional E-commerce Store Name, and determined the Additional E-commerce Store Name is operated by the Noncomplying Defendant. This determination is based on the fact that the Internet website operating under the Original E-commerce Store Name identified for Defendant Number 10—cinderellastores.com—began automatically redirecting to the Additional E-commerce Store Name—cinderellastouch.com—before the Original E-commerce Store Name was transferred to Plaintiff's ownership. The determination is further based on identical website data points, including website design, layout and content, and identical onsite email addresses, info@cinderellastores.com and cinderellastorenz@gmail.com,¹ provided by the Noncomplying

¹ The Additional E-commerce Store Name identifies an additional email address on its Contact Us page, info@cinderellastouch.com; however, it identifies identical e-mail addresses to the Original E-Commerce Store Name on its Privacy Policy page—cinderellastorenz@gmail.com—and its Refund Policy page—info@cinderellastores.com. (See Comp. Ex. 1 attached hereto at pp.

Defendant on its e-commerce stores.

9. Immediately after the filing of this Motion, Goyard will provide the Noncomplying Defendant with express notice of this Motion by sending a copy of the instant Motion to the working e-mail address or onsite contact forms associated with the Noncomplying Defendant's e-commerce store names.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct. Executed this 3rd day of December, 2025, in Miami Shores, Florida.


T. Raquel Wiborg-Rodriguez

7, 11, and 12.)

SCHEDULE "A"
NONCOMPLYING DEFENDANT BY NUMBER AND
ADDITIONAL E-COMMERCE STORE NAME

Defendant Number	Defendant / Additional E-commerce Store Name
10	cinderellastouch.com