

**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 TO AMEND DEFAULT FINAL JUDGMENT AND
PERMANENT INJUNCTION TO INCLUDE AN ADDITIONAL
E-COMMERCE STORE NAME OPERATED BY DEFENDANT NUMBER 10
WITH MEMORANDUM OF LAW IN SUPPORT THEREOF**

Plaintiff, Goyard St-Honore ("Goyard" or "Plaintiff"), hereby moves this Court to Amend the Court's December 4, 2024 Default Final Judgment and Permanent Injunction, ECF No. [43], docketed Dec. 5, 2024, to include an Additional E-commerce Store Name Operated by Defendant Number 10 (the "Motion to Amend Permanent Injunction"), and in support thereof states as follows:

1. 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], together with supporting declarations and exhibit, which are incorporated herein by reference.

2. On December 4, 2024, this Court entered a Final Default Judgment and Permanent Injunction (the "Permanent Injunction") in favor of Goyard and against 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 acting in 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 and/or using Goyard's trademarks, or any confusingly similar trademarks, and from falsely representing themselves as being connected with Goyard 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. 1-2, 10-14.) The Permanent Injunction was served upon Defendants by website posting on December 5, 2024, and e-mail on December 6, 2024. (See Declaration of T. Raquel Wiborg-Rodriguez in Support of Goyard's Motion to Amend Default Final Judgment and Permanent Injunction to Include Additional E-commerce Store Name Operated by Defendant Number 10 ["Wiborg-Rodriguez Decl."] ¶ 4, filed herewith; see also Certificates of Service on file with the Court, ECF Nos. [44]-[45].)

3. After the entry of the Permanent Injunction, Goyard discovered Defendant Number 10 - cinderellastores.com (the "Noncomplying Defendant"), has simply ignored this Court's Permanent Injunction and has refused to cease its unlawful activities. The Noncomplying Defendant is continuing to unlawfully use counterfeits of the Goyard trademarks in commerce to promote a variety of goods via a newly discovered alias e-commerce store identified on Schedule "A" hereto (the "Additional E-commerce Store Name"), in violation of the Court's Permanent Injunction. (See Declaration of Jean-Laurent Thierry in Support of Goyard's Motion to Amend Default Final Judgment and Permanent Injunction to Include Additional E-commerce Store Name Operated By Defendant Number 10 ["Thierry Decl."] ¶¶ 5-8, filed herewith; Wiborg-Rodriguez Decl. ¶ 5 and Composite Exhibit "1" thereto, filed herewith; see also Schedule "A" to the Wiborg-Rodriguez Decl.)

4. 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. (See Wiborg-Rodriguez Decl. ¶ 6.) Goyard's counsel's office, Stephen M. Gaffigan, P.A., accessed the 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, and provided true and correct copies of the same to Goyard, thereafter. (Id. ¶ 7 and Composite Exhibit "1" thereto, webpage captures from e-commerce store operating under its Additional E-commerce Store Name reflecting products bearing the Goyard trademarks offered for sale by Noncomplying Defendant.)

5. Accordingly, the Noncomplying Defendant is violating the Court's Permanent Injunction by registering, operating, and/or maintaining the Additional E-commerce Store Name and associated website through which it is continuing to wrongfully use the Goyard trademarks by: (1) advertising, offering for sale, and/or selling products under the Goyard Marks without Goyard's authorization via the Additional E-commerce Store Name, and (2) falsely representing itself as being connected to Goyard by wrongfully using the Goyard trademarks via the Internet website operating under the Additional E-commerce Store Name. (See Thierry Decl. ¶¶ 5-8; Wiborg-Rodriguez Decl. ¶¶ 5-8 and Composite Exhibit "1" thereto, store captures from the e-commerce store operating under the Additional E-commerce Store Name reflecting products bearing and/or using the Goyard trademarks offered for sale by the Noncomplying Defendant.)

6. As demonstrated by the printouts attached as Composite Exhibit "1" to the Declaration of T. Raquel Wiborg-Rodriguez, despite having actual notice of the Permanent Injunction, the Noncomplying Defendant continued to maintain the Additional E-commerce Store Name and associated website used to advertise, promote, and offer for sale infringing and

counterfeit goods bearing and/or using Goyard's trademarks to consumers. (See Wiborg-Rodriguez Decl. ¶¶ 4-8 and Composite Exhibit "1," thereto.) The Noncomplying Defendant does not have the right or authority to use any of the Goyard trademarks for any purpose. (See Thierry Decl. ¶¶ 5, 7-8.)

7. The Noncomplying Defendant's unlawful conduct calls for a just remedy designed to bring it into compliance with the Court's directives. Accordingly, Goyard seeks a modification of the Permanent Injunction to include the Additional E-commerce Store Name by which to bring the Noncomplying Defendant into compliance and to preclude further violations of the Permanent Injunction entered in this action.¹

8. A Court that issues a permanent injunction retains continuing jurisdiction to modify it whenever the principles of equity require it to do so. Permanent injunctions may be modified to impose more stringent requirements to ensure the original purposes of the injunction are met. Exxon Corp. v. Texas Motor Exchange of Houston, Inc., 628 F.2d 500, 503 (5th Cir. 1980). If the relief originally ordered has not produced the intended result, the Court "should modify the decree so as to achieve the required result with all appropriate expedition." United States v. United Shoe Machinery Corp., 391 U.S. 244, 252 (1968).

¹ See Chanel, Inc. v. The Individuals, Business Entities, and Unincorporated Associations Identified on Schedule "A", Case No. 24-22336-Civ-Bloom (S.D. Fla. May 29, 2025, docketed May 30, 2025) (amending order to include additional domains to bring a non-complying defendant into compliance with court's directives and to preclude further violations of a permanent injunction). See also Gaffigan v. Individual, No. 23-62077-CIV-COHN/VALLE, 2024 LX 172497 (S.D. Fla. Sep. 5, 2024) (same); Chanel, Inc. v. Wantreplicachanel.Com, No. 22-61196-CIV-ALTONAGA/Strauss, 2022 U.S. Dist. LEXIS 165983 (S.D. Fla. Sep. 14, 2022) (same); Chanel, Inc. v. The Individuals, Business Entities, and Unincorporated Associations Identified on Schedule "A", Case No. 24-61114-Civ-Dimitrolean (S.D. Fla. June 6, 2025) (same); ABS-CBN International v. pinoytvtf.com, Case No. 18-62083-Civ-Dimitrolean (S.D. Fla. Feb. 9, 2021, docketed Feb. 10, 2021) (same).

9. Modification of an injunction is particularly appropriate where, as here, the defendants have acted to frustrate the purpose of the original injunction. For example, in Philip Morris USA, Inc. v. Otamedia Ltd., the court enjoined the defendant's unauthorized sale of Philip Morris cigarettes over the Internet, which constituted trademark infringement. 331 F. Supp. 2d 228 (S.D.N.Y. 2004). Philip Morris then requested the court modify the injunction, asking the court for the transfer to Philip Morris ownership of certain Internet domain names through which defendant continued to violate the injunction. Id. at 229. The court granted the motion and modified the injunction, stating a "[c]ourt's paramount obligation must be to ensure compliance with [prior] [j]udgment[s]." Id. at 245. The court recognized that transfer of the domain names would be "an efficacious means to enforce the Judgment, a means inherent in the very same technology by which [defendant] has to date been able to violate it with impunity." Id. The court also noted that where the injunction's beneficiary seeks to enforce it more effectively, "equity countenances the modification of an injunctive decree if 'a better appreciation of the facts in light of experience indicates that the decree is not properly adapted to accomplishing its purposes.'" Id. at 244 (citing Sizzler Family Steak Houses v. W. Sizzlin Steak House, Inc., 793 F.2d 1529, 1538-40 (11th Cir. 1986)).

10. In view of the foregoing, Goyard submits that modification of the Court's Permanent Injunction to include the Additional E-commerce Store Name is an appropriate, just means by which to bring the Noncomplying Defendant into compliance with the Court's directives.

11. Counsel for Plaintiff notes that there is no party to confer with pursuant to Local Rule 7.1(a)(2) because no Defendant has formally appeared in this action, either individually or through counsel, and no non-parties will be affected by the relief sought herein.

12. WHEREFORE, Plaintiff respectfully requests this Court grant its Motion and amend the December 4, 2024 Default Final Judgment and Permanent Injunction in accordance with the forms filed herewith, to include the Additional E-commerce Store Name identified on Schedule "A" hereto.

Dated: December 3, 2025.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By: **Annie O'Leary**

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

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 3, 2025, a true copy of the foregoing was served upon the Noncomplying Defendant via e-mail to the e-mail addresses provided by the Noncomplying Defendant as part of the data related to its websites and via website posting by posting copies of the same on the Court authorized serving notice website located at the URL <https://servingnotice.com/Ym35CU/index.html>.

Annie O'Leary
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