



Goyard St-Honore v. The Individuals, Partnerships, and Unincorporated Associations Identified on

2020 | Cited 0 times | S.D. Florida | January 2, 2020

United States District Court

for the Southern District of Florida Goyard St-Honore, Plaintiff, v. Goyy, and others, Defendants.

Civil Action No. 19-60168-Civ-Scola

Final Default Judgment And Permanent Injunction Against Defendants 1-5, 7-19, 21-24, 26-29, 31-35, 37-40, 42-44, 46-48, 50-54,

and 56-64 This matter is before the Court on the Plaintiff's Motion for Default Judgment (ECF No. 46). The Plaintiff has moved for a default judgment consistent with Federal Rule of Civil Procedure 55(b)(2). The Clerk of the Court entered a default under Rule 55(a). (Clerk's Default, ECF No. 35.)

"A defendant, by his default, admits the plaintiff's well-pleaded allegations of fact," as set forth in the operative complaint. *Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc.*, 561 F.3d 1298, 1307 (11th Cir. 2009) (internal quotation marks and citations omitted). However, "a sufficient basis must still exist in the pleadings to state a claim before a court may enter a default judgment." *Under Armour, Inc. v. 51nfljersey.com*, No. 13- 62809-CIV, 2014 WL 1652044, at *4 (S.D. Fla. Apr. 23, 2014) (Rosenbaum, J.) "A defendant's default does not in itself warrant the court entering a default judgment." *Luxottica Grp. S.p.A. v. Individual, P'ship or Unincorporated Ass'n*, No. 17-CV-61471, 2017 WL 6949260, at *2 (S.D. Fla. Oct. 3, 2017) (Bloom, J.) (quotation marks, alterations, and citations omitted). A defendant is "not held to admit facts that are not well pleaded or to admit conclusions of law." *Id.*

The Court has reviewed the Plaintiff's motion, the record, and the relevant legal authorities. The Court finds that the Plaintiff has established the facts necessary to enter default judgment. Accordingly, it is ordered and adjudged that the Plaintiff's Motion for Default Judgment (ECF No. 46) is granted. Judgment is hereby entered in favor of the Plaintiff, Goyard St-Honore ("Plaintiff"), and against the Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on Schedule "A" attached hereto (collectively "Defendants"), on all counts of the Amended Complaint as follows:

1. Jurisdiction This Consent Judgment is subject to the jurisdictional constraints of the Lanham Act. See *Steele v. Bulova Watch Co.*, 344 U.S. 280 (1952); *Int'l Café, S.A.L. v. Hard Rock Café Int'l* (U.S.A.),



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Inc., 252 F.3d 1274, 1278-79 (11th Cir. 2001).

2. Permanent Injunctive Relief:

The Defendants and their officers, directors, employees, agents, subsidiaries, distributors, and all persons acting in concert or 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 the 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 which may be calculated to falsely

advertise the services or products of the Defendants offered for sale or sold through the Internet based e-commerce stores operating under their seller identification names identified on Schedule "A" (the "Seller IDs") and/or any other e-commerce marketplace store, seller identity, website, or business, as being sponsored by, authorized by, endorsed by, or in any way associated with the Plaintiff; d. falsely representing themselves as being connected with the

Plaintiff, through sponsorship or association; e. engaging in any act which is likely to falsely cause members of the

trade and/or of the purchasing public to believe any goods or services of the Defendants are in any way endorsed by, approved by, and/or associated with the Plaintiff; f. using any reproduction, counterfeit, copy, or colorable imitation of

the Goyard Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by the 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 the Defendants as being those of the Plaintiff or in any way endorsed by the Plaintiff; h. otherwise unfairly competing with the Plaintiff; i. using the Goyard Marks, or any confusingly similar trademarks on

e-commerce marketplace sites, 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 any other form of use of such terms that are



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visible to a computer user or serves to direct computer searches to Internet based e-commerce stores, seller identities, or website businesses registered by, 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. 3. Additional Equitable Relief:

The Plaintiff is additionally entitled to the following equitable relief: a. Upon the Plaintiff's request, the Internet marketplace website

operators and/or administrators for the Seller IDs, including but not limited to Amazon.com, Inc., eBay Inc., and ContextLogic, Inc., which operates the Wish.com platform, shall permanently remove from the multiple platforms, which include, inter alia, a Direct platform, Group platform, Seller Product Management platform, Vendor Product Management platform, and Brand Registry platform, any and all listings and associated images of goods bearing counterfeits and/or infringements of the Goyard Marks via the e-commerce stores operating under the Seller IDs, including but not limited to the listings and associated images identified by the Amazon Standard Identification Numbers ("ASIN") on Schedule "A" hereto, and any other listings and images of goods bearing counterfeits and/or infringements of the Goyard Marks associated with any "parent" and "child" ASIN linked to the same sellers or any other alias seller identification names being used and/or controlled by the Defendants to promote, offer for sale and/or sell goods bearing and/or using counterfeits and/or infringements of the Goyard Marks; and b. Upon the Plaintiff's request, any Internet marketplace website

operator and/or administrator who is in possession, custody, or control of the Defendants' goods bearing and/or using one or more of the Goyard Marks, including but not limited to Amazon.com, Inc., eBay Inc., and ContextLogic, Inc., which operates the Wish.com platform, shall permanently cease fulfillment of and sequester those goods, and surrender the same to the Plaintiff. 4. Statutory damages in favor of the Plaintiff pursuant to 15 U.S.C. §

1117(c) are determined to be \$100,000.00 against each Defendant, for which let execution issue. 5. The financial institutions, payment processors, banks, escrow services,

money transmitters, or marketplace platforms receiving notice of this Order, including but not limited to, Amazon Payments, Inc. ("Amazon"), PayPal, Inc. ("PayPal"), ContextLogic, Inc., which operates the Wish.com website ("ContextLogic"), and their related companies and affiliates shall, within 5 business days, transfer to the Plaintiff all funds in the Defendants' financial accounts and/or sub-accounts including those associated with the Internet based e-commerce stores operating under the Seller IDs identified on Schedule "A" hereto, including but not limited to all funds currently restrained pursuant to the temporary restraining order and preliminary injunction in this action, in partial satisfaction of the monetary judgment entered herein against each Defendant. The financial



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institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms receiving notice of this Order, including but not limited to, Amazon, PayPal, and ContextLogic, and their related companies and affiliates, shall provide to the Plaintiff at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) total funds released per Defendant to the Plaintiff. 6. Interest from the date this action was filed shall accrue at the legal rate.

See 28 U.S.C. § 1961. 7. The Court retains jurisdiction to enforce this judgment and permanent

injunction. 8. The case remains open as to Defendant JacyJewelry (Defendant

Number 6), Defendant firm-faith*top2 (Defendant Number 20), Defendant aioniya my love (Defendant Number 25), Defendant fashionnew678 (Defendant Number 36), Defendant huozhifa (Defendant Number 41), Defendant One thousand years later (Defendant Number 49), Defendant songkay (Defendant Number 55), Defendant zhihaoxiezi (Defendant Number 66), and Defendant zwyouth40 (Defendant Number 67), Defendant Caco (Defendant Number 30), Defendant lCON (Defendant Number 45), and Defendant zhh724 (Defendant Number 65) only. Done and ordered, in Chambers, in Miami, Florida, on January 2, 2020.

_____ Robert N. Scola, Jr. United States District Judge

SCHEDULE "A" DEFENDANTS BY NUMBER, SELLER ID, FINANCIAL ACCOUNT

INFORMATION, ASIN, AND STORE URL

Def. No.

Defendant /

Seller ID

Amazon Seller ID

Number / PayPal Account

Goyard Branded Item's ASIN /

Store URL 1 Goyy A3318L7C2X8Y0L B07DYNTMKM 2 0ZaEMbMBv6MPU30

A2YMGFO4ZEUEQE B074YGPZQK 3 Balance A29GN74BM38AXE B07DL5WZZM 4 DVRTKM
AJ5LR4K9R066Y B07F1F82HW 5 Icream A26ED2E99PRXTF B07DWSRNVH 6 n/a 7 Jecsic Store



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AS135YJ3Q4GTK B07KM4DH1Q 8 Joomsy A21AO2PNML2YLG B07GJFN1M3 9 Leo Sung
A3VVXKNYI9WZJ4 B074YJLSH3 10 LOYEOY Whole&Sale A3UXE4BYPYKPRJ B0755C4DN3 11
Mybagg AYO9UBBKM36HQ B07KXD5221 12 PinchPeace A3NJSYFSE7E118 B016B43GO0 13
Rosvin fashion bag A1S78BXTPH04JU B074YJLSH3 14 sardal AO99GHXI8ZW38 B07BJ56KMV 15
XiShuangJi A2MIU9PD4GZ06O

B07K8LM315 B07K8NP1Y4 16 YtmYAN manufacturer A1O4D90WRDL621 B0795QSKKS 17
01jinbao 2178431695@qq.com 18 deal_ideal

unique_queen168@outlook .com 18 global_cooperation

unique_queen168@outlook .com 19 fge8866 wp3253705huis@163.com 20 n/a 21 upbing
stagerpbpay@hotmail.com 22 wlingpin_0 m15797778690@163.com 23 2018yanbing PayPal * Wish

<https://www.wish.com/merchant/590b4ca92f098f220869e217> 24 actionnow Inc PayPal * Wish

<https://www.wish.com/merchant/55ee457d88bbc24260dab099> 25 n/a 26 allyouwantiave PayPal * Wish

<https://www.wish.com/merchant/5a6f49c5149ff877826e7928> 27 apexcostumes PayPal * Wish
<https://www.wish.com> Def. No.

Defendant /

Seller ID

Amazon Seller ID

Number / PayPal Account

Goyard Branded Item's ASIN /

Store URL /merchant/576224e3e0953c5e5f51e6a5 28 bagsworld2046 PayPal * Wish

<https://www.wish.com/merchant/57ff7a0a8bf5da3015bf0d88> 29 Baodanxiamen PayPal * Wish

<https://www.wish.com/merchant/5a1d7a377ce75c6d09f2a678> 30 n/a 31 cheryl1223 PayPal * Wish

<https://www.wish.com/merchant/584975faef56286bc1b42ba7> 32 chuDAY PayPal * Wish

<https://www.wish.com/merchant/583444896339b451f5934e09> 33 czp PayPal * Wish



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<https://www.wish.com/merchant/5a9fcaeadb5f1f3b6004338834> Egeskov PayPal * Wish

<https://www.wish.com/merchant/57e0e888d55f3b32ccb766ec35> Elear PayPal * Wish

<https://www.wish.com/merchant/596e06425dd45b146594fa9e36> n/a 37 favourable PayPal * Wish

<https://www.wish.com/merchant/5a9f64994215953c807bc0cb38> fengtin PayPal * Wish

<https://www.wish.com/merchant/5965e966366c065f9efdc79939> hanzhaoyang PayPal * Wish

<https://www.wish.com/merchant/592d2470ede5f60e1e8aa4c640> huazhiyun PayPal * Wish

<https://www.wish.com/merchant/58ec983fd2812f143fa139a941> n/a 42 jinxing fashion PayPal * Wish

<https://www.wish.com/merchant/54118add9acad808dc7248a843> CassandraTrevino PayPal * Wish

<https://www.wish.com> Def. No.

Defendant /

Seller ID

Amazon Seller ID

Number / PayPal Account

Goyard Branded Item's ASIN /

Store URL <https://www.wish.com/merchant/59c48f7a8696be145b50a80344> keeptime PayPal * Wish

<https://www.wish.com/merchant/5601653eda7c895306aeb21645> n/a 46 liyaxing PayPal * Wish

<https://www.wish.com/merchant/5aeed7ce5ce18017964fbd3a47> minx2828 PayPal * Wish

<https://www.wish.com/merchant/582da9c82f28c9429abda40448> mynewsaleworld PayPal * Wish

<https://www.wish.com/merchant/5a082a8bfd9db80ddb92fd7849> n/a 50 qiaoxinlnig PayPal * Wish

<https://www.wish.com/merchant/5978726b439a985ac86fe88251> shine day PayPal * Wish

<https://www.wish.com/merchant/57d2acb2241d453e23f7568c52> Shiningbuy PayPal * Wish



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<https://www.wish.com/merchant/59a4052f4b913a4b47048cab53> Siliu PayPal * Wish

<https://www.wish.com/merchant/5a37b79187c25b3511f4b12d54> something of dog PayPal * Wish

<https://www.wish.com/merchant/5ad30ac4c3911a3505dd2ca955> n/a 56 T_Store PayPal * Wish

<https://www.wish.com/merchant/5a9109019c15ff2160a014e757> themariashop PayPal * Wish

<https://www.wish.com/merchant/5883092c8721004cb3ef524e58> wdx16888 PayPal * Wish

<https://www.wish.com/merchant/58e6f9d9df0aa110413ba69959> winnerseller PayPal * Wish

<https://www.wish.com> Def. No.

Defendant /

Seller ID

Amazon Seller ID

Number / PayPal Account

Goyard Branded Item's ASIN /

Store URL <https://www.wish.com/merchant/579dcf4421933e5e98ea502a60> WZBPG888 PayPal * Wish

<https://www.wish.com/merchant/599958ddf628f56f91979a3b61> xiaoshanfuzhuang PayPal * Wish

<https://www.wish.com/merchant/5858d5dcf6f47751e4e7475262> yueyuemama1314 PayPal * Wish

<https://www.wish.com/merchant/596f4203905fdb5a44ae3b3b63> YuYao fashion shoes PayPal * Wish

<https://www.wish.com/merchant/5815cdf8df52b11b7f306ace64> ZarrinHandmade PayPal * Wish

<https://www.wish.com/merchant/584c2599fef409606e39c03c65> n/a 66 n/a 67 n/a

