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8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
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11 GUCCI AMERICA,

No. C 09-05969 CRB

12 Plaintiff,

**ORDER ADOPTING REPORT AND  
RECOMMENDATION, GRANTING  
DEFAULT JUDGMENT AGAINST  
DEFENDANT, AND ENTERING  
PERMANENT INJUNCTION**

13 v.

14 WANG HUOQING,

15 Defendant.  
16 \_\_\_\_\_/

17 The Court has reviewed Magistrate Judge Spero's Report and Recommendation. The  
18 Court finds the Report correct, well-reasoned, and thorough, and ADOPTS it in every  
19 respect. Accordingly, the Court GRANTS default judgment against Defendant Wang  
20 Huoqing on Plaintiffs' trademark infringement and false designation of origin claims. The  
21 Court awards statutory damages to each Plaintiff in the following amounts: for Gucci  
22 America, Inc. \$440,000; for Bottega Veneta International S.A.R.L. \$4,000; and for  
23 Balenciaga S.A. \$8,000. The Court awards prejudgment interest to each Plaintiff in the  
24 following amounts: for Gucci America, Inc. \$12,768.92; for Bottega Veneta International  
25 S.A.R.L. \$116.08; and for Balenciaga S.A. \$232.16. Additionally, the Court awards \$233.33  
26 in costs to each Plaintiff on the basis of Defendant's trademark infringement.

27 Further, a permanent injunction is hereby ENTERED against the Defendant as  
28 follows:

1 Defendant and his respective officers, agents, servants, employees, and attorneys, and  
2 all persons acting in concert and participation with him are hereby permanently  
restrained and enjoined from:

3 (a) manufacturing or causing to be manufactured, importing, advertising, or  
4 promoting, distributing, selling or offering to sell counterfeit and infringing  
goods using the Plaintiffs' Marks;

5 (b) using the Plaintiffs' Marks in connection with the sale of any  
6 unauthorized goods;

7 (c) using any logo, and/or layout which may be calculated to falsely advertise  
the services or products of Defendant offered for sale or sold via the  
8 websites: b2do.com, bag2do.cn, bag2do.com, bagdo.com, bagdo.net,  
bagdo2.com, bagdo2.net, bagpo.com, bagxo.com, bagxp.com, do2bag.com,  
9 do2bag.net, ebagdo.com, ibagdo.com, ibagto.com, my4shop.com,  
my4shop.net, my5shop.com, my5shop.net, myamart.com, myamart.net,  
10 myashop.cn, myashop.com, myashop.net, myhshop.com, mynshop.com,  
myokshop.com, and myrshop.com and/or any other website or business, as  
11 being sponsored by, authorized by, endorsed by, or in any way associated  
with Plaintiffs;

12 (d) falsely representing himself as being connected with Plaintiffs, through  
13 sponsorship or association;

14 (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 Defendant  
15 offered for sale o[r] sold via the websites: b2do.com, bag2do.cn, bag2do.com,  
bagdo.com, bagdo.net, bagdo2.com, bagdo2.net, bagpo.com, bagxo.com,  
16 bagxp.com, do2bag.com, do2bag.net, ebagdo.com, ibagdo.com, ibagto.com,  
my4shop.com, my4shop.net, my5shop.com, my5shop.net, myamart.com,  
myamart.net, myashop.cn, myashop.com, myashop.net, myhshop.com,  
17 mynshop.com, myokshop.com, and myrshop.com and/or any other website or  
business are in any way endorsed by, approved by, and/or associated with  
18 Plaintiffs;

19 (f) using any reproduction, counterfeit, copy or colorable imitation of the  
Plaintiffs' Marks in connection with the publicity, promotion, sale or  
20 advertising of any goods sold by Defendant via the websites: b2do.com,  
bag2do.cn, bag2do.com, bagdo.com, bagdo.net, bagdo2.com, bagdo2.net,  
21 bagpo.com, bagxo.com, bagxp.com, do2bag.com, do2bag.net, ebagdo.com,  
ibagdo.com, ibagto.com, my4shop.com, my4shop.net, my5shop.com,  
22 my5shop.net, myamart.com, myamart.net, myashop.cn, myashop.com,  
myashop.net, myhshop.com, mynshop.com, myokshop.com, and  
23 myrshop.com and/or any other website or business, including, without  
limitation, footwear, belts, sunglasses, handbags, wallets, hats, necklaces,  
24 bracelets, scarves, ties, and/or umbrellas;

25 (g) affixing, applying, annexing or using in connection with the sale of any  
goods, a false description or representation, including words or other symbols  
26 tending to falsely describe or represent goods offered for sale or sold by  
Defendant via the websites: b2do.com, bag2do.cn, bag2do.com, bagdo.com,  
27 bagdo.net, bagdo2.com, bagdo2.net, bagpo.com, bagxo.com, bagxp.com,  
do2bag.com, do2bag.net, ebagdo.com, ibagdo.com, ibagto.com,  
28 my4shop.com, my4shop.net, my5shop.com, my5shop.net, myamart.com,  
myamart.net, myashop.cn, myashop.com, myashop.net, myhshop.com,

mynshop.com, myokshop.com, and myrshop.com and/or any other website or business, as being those of Plaintiffs or in any way endorsed by Plaintiffs;

(h) offering such goods in commerce;

(i) otherwise unfairly competing with Plaintiffs;

(j) secreting, destroying, altering, removing, or otherwise dealing with the unauthorized products or any books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulation, selling, marketing, offering for sale, advertising, promoting, renting or displaying of all unauthorized products which infringe the Plaintiffs' Marks; and

(k) 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.

Finally, the Court orders as follows:

(l) In order to give practical effect to the Permanent Injunction, the websites: b2do.com, bag2do.cn, bag2do.com, bagdo.com, bagdo.net, bagdo2.com, bagdo2.net, bagpo.com, bagxo.com, bagxp.com, do2bag.com, do2bag.net, ebagdo.com, ibagdo.com, ibagto.com, my4shop.com, my4shop.net, my5shop.com, my5shop.net, myamart.com, myamart.net, myashop.cn, myashop.com, myashop.net, myhshop.com, mynshop.com, myokshop.com, and myrshop.com are hereby ordered to be immediately transferred by Defendant, his assignees and/or successors in interest or title, and the Registrars to Plaintiff Gucci's control. To the extent the current Registrars do not facilitate the transfer of the domain names to Plaintiffs' control within ten (10) days of receipt of this judgment, the United States based Registry shall, within thirty (30) days, transfer the Subject Domain Names to a United States based Registrar of Plaintiffs' choosing, and that Registrar shall transfer the Subject Domain Names to Plaintiff Gucci; and

(m) Upon Plaintiffs' request, the top level domain (TLD) Registries for the websites: b2do.com, bag2do.cn, bag2do.com, bagdo.com, bagdo.net, bagdo2.com, bagdo2.net, bagpo.com, bagxo.com, bagxp.com, do2bag.com, do2bag.net, ebagdo.com, ibagdo.com, ibagto.com, my4shop.com, my4shop.net, my5shop.com, my5shop.net, myamart.com, myamart.net, myashop.cn, myashop.com, myashop.net, myhshop.com, mynshop.com, myokshop.com, and myrshop.com shall place the websites on Registry Hold status within thirty (30) days of receipt of this Order, thus removing them from the TLD zone files maintained by the Registries which link the websites to the IP addresses where the associated websites are hosted.

**IT IS SO ORDERED.**

Dated: January 5, 2011

  
CHARLES R. BREYER  
UNITED STATES DISTRICT JUDGE