

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

Case Number: 24-61195-CIV-MARTINEZ-VALLE

TIFFANY (NJ) LLC,

Plaintiff,

vs.

THE INDIVIDUALS, BUSINESS ENTITIES,
AND UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A,"

Defendants.

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS MATTER was referred to the Honorable Alicia O. Valle, United States Magistrate Judge, for a Report and Recommendation ("R&R") on Plaintiff Tiffany (NJ) LLC's ("Plaintiff's") Motion for Entry of Default Final Judgment Against Defendants ("Motion"), (ECF No. 37). Judge Valle filed an R&R recommending that the Motion be granted. (ECF No. 39). The Court has reviewed the entire file and record, and notes that no objections have been filed.

Accordingly, it is hereby **ORDERED AND ADJUDGED** that Judge Valle's R&R, (ECF No. 39), is **AFFIRMED** and **ADOPTED**. Further, it is **ADJUDGED** and **ORDERED** that Plaintiff's Motion for Entry of Final Default Judgment, (ECF No. 37), is **GRANTED**. Judgment is hereby entered in favor of Plaintiff, Tiffany (NJ) LLC ("Plaintiff"), and against Defendants, the Individuals, Business Entities, or Unincorporated Associations identified on Schedule "A" hereto, on all Counts of the Amended Complaint as follows:

1. Permanent Injunctive Relief:

Defendants, their officers, directors, employees, agents, representatives, servants, subsidiaries, distributors, attorneys, and all persons acting in concert and participation with the 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 "Tiffany Marks");

- b. using the Tiffany 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 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 which 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, copy, or colorable imitation of the Tiffany 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 Tiffany Marks, or any confusingly similar trademarks, within domain name extensions or on e-commerce marketplace websites, 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 which are visible to a computer user or serves to direct computer searches to e-commerce stores or seller names registered by, owned, or operated by Defendants, including the Internet based e-commerce stores operating under the seller names identified on Schedule "A" (the "E-commerce Store Names"); 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:

- a. In order to give practical effect to the Permanent Injunction, and 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, 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 identified on Schedule "A" hereto to Plaintiff's control within five (5) days of receipt of this Judgment, upon 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 Plaintiff's choosing, and that Registrar shall transfer the E-commerce Store Names to 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 which link the E-commerce Store Names to the IP addresses where the associated websites are hosted;

- b. Defendants, their agent(s) or assign(s), shall assign in writing all rights, title, and interest, to their E-commerce Store Names identified on Schedule "A" hereto 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);
- c. Defendants, their agent(s) or assign(s), shall instruct in writing all search engines to permanently delist or deindex the E-commerce Store Names identified on Schedule "A" hereto and, if within five (5) days of receipt of this Order, 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 Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a);
- d. Plaintiff may serve this injunction on any Internet search engines with a request that they permanently disable, deindex or delist any specific URLs identified by Plaintiff, based upon Defendants' unlawful activities being conducted via the E-commerce Store Names as a whole and via the URLs identified by Plaintiff;
- e. Plaintiff may serve this injunction on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses which are used by Defendants in connection with Defendants' promotion, offering for sale, and/or sale of goods using counterfeits, and/or infringements of the Tiffany Marks);
- f. Upon Plaintiff's request, Defendants shall request, in writing, permanent termination of any messaging services, usernames, e-commerce stores, and social media accounts they own, operate, or control on any messaging service, e-commerce marketplace platform, or social media website;

- g. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators, including but not limited to eBay.com, Facebook.com, Instagram.com, Szwego.com, TikTok.com, and Yupoo.com, shall permanently remove any and all listings and associated images of goods bearing and/or using counterfeits and/or infringements of the Tiffany Marks via the e-commerce stores operating under the E-commerce Store Names, and any other listings and images of goods bearing and/or using counterfeits and/or infringements of the Tiffany Marks associated with or linked to the same seller or linked to any other alias e-commerce stores or seller names being used and/or controlled by Defendants to promote, offer for sale and/or sell goods bearing and/or using counterfeits and/or infringements of the Tiffany Marks; and
- h. Upon Plaintiff's request, Defendants and any Internet marketplace website operators and/or administrators who are in possession, custody, or control of Defendants' goods bearing and/or using one or more of the Tiffany Marks, including but not limited to eBay.com, Facebook.com, Instagram.com, Szwego.com, TikTok.com, and Yupoo.com, shall permanently cease fulfillment of and sequester those goods, and surrender the same to Plaintiff.

3. Statutory Damages pursuant to 15 U.S.C. § 1117(c):

- a. Award Plaintiff damages of \$100,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that each Defendant infringed at least one trademark on one type of good. The Court considered both the willfulness of Defendants' conduct and the deterrent value of the award imposed, and the award falls within the permissible statutory range of 15 U.S.C. § 1117(c).

4. 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, or marketplace platforms, including but not limited to PayPal, Inc. ("PayPal") and eBay Commerce, Inc. ("eBay") and their related companies and affiliates, are to immediately (within five (5) business days) identify, restrain, and 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 the Plaintiff in partial

satisfaction of the monetary judgment entered herein. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms including but not limited to, PayPal, eBay, 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 transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) the total funds released per Defendant to Plaintiff.

5. Interest from the date this action was filed shall accrue at the legal rate. See 28 U.S.C. § 1961.

6. The bond posted by Plaintiff in the amount of \$10,000.00 is **ordered to be released** by the Clerk.

7. This case is **CLOSED**, and all pending motions are **DENIED AS MOOT**. The Court retains jurisdiction to enforce this Judgment and permanent injunction.

DONE AND ORDERED in Chambers at Miami, Florida, this 19 day of December 2024.



JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:
Magistrate Judge Valle
All Counsel of Record

SCHEDULE "A"
DEFENDANTS BY E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, AND MEANS OF CONTACT

Def. No.	Defendant / E-commerce Store Name	Payee Information	Merchant ID / Transaction Number	PayPal E-mail	Additional Means of Contact
1	adorbeth.com	adorbeth		adorbethservice@gmail.com	adorbethservice@gmail.com adorbethservice@gmail.com store+80372695333@t.shopifyemail.com
2	Alisa Li	琦张		1303300637@qq.com	WhatsApp: +86 186 9795 7423
3	allbrandstyle.cn	Wan Zhaofu		bryanwan@vip.qq.com	service@allbrandstyle.cn extrust@gmail.com WhatsApp: +86 137 6087 0619
4	annahparker.com a.k.a. vtyew.top a.k.a. finepaymtt.com	Nubodysoles	FTJ286CVLX HQG	mykael.marshall@hotmail.com	e@chiefrratt.com REG_20975525@WH OISPROTECTION.C C
4	brookslindsey.com	Edvard Rosing @EdvardRosing3		kalistratovmihail5@gmx.ch	e@chiefrratt.com service@https://www.brookslindsey.com
5	beluxe.vn a.k.a beriche.com.vn	NINH NGUYEN @HermesClub128	36U78XSKKJ A2C		Beriche.everdayHermes@gmail.com WhatsApp: +84 96 108 33 33
6	bestjennyisme	勇熊		roseliamuramoto0@gmail.com	WhatsApp: +86 139 7118 2135
7	cartisphere.com	Jonche Ristov		pay@cartisphere.com	contact@cartisphere.com newsletter@cartisphere.com
8	charlioneht a.k.a. fendisunshinebag			fashionscarfhat@yahoo.com	blindamiler@gmail.com WhatsApp: +86 150 8018 9586

9	chinashoesfactory a.k.a. China shoes	赛鹤 吴		thinkstart820@gmail.com	thinkstart820@gmail.com WhatsApp: +86 170 4052 6004
10	Cia's Jewelry	Janie ann Ocampo		yhen.ocampo@yahoo.com	Facebook DM
11	cicoart1.com	cicoart		cicoart1lan@gmail.com	cicoart1lan@gmail.com PW- 0BE6E5FE6BC672FC 870B53A42D678200 @PRIVACYGUARDIAN.ORG
11		福清市高山联明 汽车快修公司	6HHDQ2PSM K5GC		cicoart1lan@gmail.com PW- 0BE6E5FE6BC672FC 870B53A42D678200 @PRIVACYGUARDIAN.ORG
12	demarca__ph			mellowmiles.mm@gmail.com	Instagram DM
13	Designer jewelry			Libertygift@hotmail.com	Sell@dazgirl.shop WhatsApp: +86 135 3423 6539
14	Erin Minyond			minyond_gems@163.com	WhatsApp: +86 136 6071 8302
15	getjewelrys.com	Wu Xinxin	SBDHRWU73 VSHW	maryjohna@hotmail.com	getbraceletinfo@gmail.com
16	gl_cocosneakers a.k.a cocokickofficial.com a.k.a cocokickcc.ru a.k.a. cocokick.best	佳 李		m13030826637@163.com	offices@cocokickofficial.com official@cocokick.best support@cocokick.services WhatsApp: +86 187 6054 0853
17	hypeunique.online	hypeunique	PU95P2HG39 FQ2		support@hypeunique.online contact.hypeunique@gmail.com

18	inluxeking.com				info@inluxeking.com reiveluxuryjewelry@gmail.com customjewelry@inluxeking.com saleluxuryjewelry@gmail.com WhatsApp: +1 (920) 557-4714
		郭斌生		my18kjewelry@126.com	
18	my18kjewelry			my18kjewelry@126.com	WhatsApp: +1 (920) 557-4714
19	insdrip.com	Miaoyan Sale E-commerce		slowman2020@outlook.com	support@insdrip.com store+60231876778@t.shopifyemail.com
20	josiejewelry.com	枝江市驷犇商贸有限公司		nihuacipx81@163.com	josiejewelry@outlook.com
21	lanstia.com	Najeste	RDFRTSGEL 76Y8		anjeste121@gmail.com
22	leixluxury a.k.a. leixluxury.com			sandoos@163.com	kingjewelry@163.com WhatsApp: +12628068175
23	lovebagfans.com.co	陈玉婷 @piperfinn78	D2CV9XHSY A8YC		lovebagfans@outlook.com WhatsApp: +852 6636 4784
24	lovejewellry.com	Shenzhen Paipaiwo Network Technology Co., Ltd.	G5BPUNA59 YCTU		tomzxw@outlook.com maskjack315@gmail.com
24	lovejewelry.com	Shenzhen Paipaiwo Network Technology Co., Ltd.	G5BPUNA59 YCTU	Jinyou8272@gmail.com	tomzxw@outlook.com maskjack315@gmail.com
24		Shenzhen Paipaiwo Network Technology Co., Ltd.	G5BPUNA59 YCTU		tomzxw@outlook.com maskjack315@gmail.com

25	lovemjy.com	长汀县寻众百货店 (个体工商户)	GL2URW7U9 BVWJ		support@ringsmile.com support@clover-jewelry.com
26	Luxury goods factory direct sales a.k.a KIM a.k.a. 2916172105c	Fuan Ertong Department Store 福安市贰筒百货商行	A7HC9ZFRB G85W	1610908826@qq.com	WhatsApp: +86 133 7697 3090
27	luxurylin001 a.k.a. luxurylin	Ian Loh		ian_spy16@hotmail.com	lzungwen91@gmail.com WhatsApp: +86 157 5935 5195
28	luxuryonsale.co.uk	luxuryonsale.co.uk		info@luxuryonsale.co.uk	info@luxuryonsale.co.uk
29	monogramluxe.co	CÔNG TY TNHH DUY MINH TECH	5U7483AAAL TRJ 7Z2UUNMBJ CKK6	support@dumitech.store	contact@monogramluxe.co
30	monogramluxe.net		J7MELXQDE 3G54		contact@monogramluxe.net LUONGDINH1652@GMAIL.COM
31	nynluxury.com		M3YJ8F4QC QRXE QDDFV38HB CULJ	1767747290@qq.com nynluxury@outlook.com	zhu56468@gmail.com
32	ohotbag.shop	文智弘 @41y8	KF29JLWXM CQWA		lagreen511@gmail.com support@ohotbag.shop sales@ohotbag.shop
32		文智弘 @41y8 智弘文		asd763881227@163.com	support@ohotbag.shop cntopshoes@gmail.com lagreen511@gmail.com sales@ohotbag.shop

32	oqsybag.shop	文智弘 @41y8	KF29JLWXM CQWA	support@oqsybag.shop lagreen511@gmail.com sales@oqsybag.shop
32	osrrbag.shop	文智弘 @41y8	KF29JLWXM CQWA	lagreen511@gmail.com support@osrrbag.shop sales@osrrbag.shop
32	ossrbag.shop	文智弘 @41y8	KF29JLWXM CQWA	lagreen511@gmail.com support@ossrbag.shop sales@ossrbag.shop
32	oxuhbag.shop	文智弘 @41y8	KF29JLWXM CQWA	support@oxuhbag.shop alexissaveryprpews@gmail.com sales@oxuhbag.shop
32	pacubag.shop	文智弘 @41y8	KF29JLWXM CQWA	support@pacubag.shop cntopshoes@gmail.com worldsroderickthiyiqh@gmail.com sales@pacubag.shop
32	pgslbag.shop	文智弘 @41y8	KF29JLWXM CQWA	support@pgslbag.shop lagreen511@gmail.com cntopshoes@gmail.com sales@pgslbag.shop
32	pwzbag.shop	文智弘 @41y8	KF29JLWXM CQWA	support@pwzbag.shop sales@pwzbag.shop lagreen511@gmail.com
32	pxtzbag.shop	文智弘 @41y8	KF29JLWXM CQWA	support@pxtzbag.shop worldsroderickthiyiqh@gmail.com sales@pxtzbag.shop
32	pymbag.shop	文智弘 @41y8	KF29JLWXM CQWA	support@pymbag.shop lagreen511@gmail.com sales@pymbag.shop
32	qdbbag.shop	文智弘 @41y8	KF29JLWXM CQWA	support@qdbbag.shop lagreen511@gmail.com sales@qdbbag.shop

32	qxubag.shop	文智弘 @41y8	KF29JLWXM CQWA		support@qxubag.shop lagreen511@gmail.com sales@qxubag.shop
32	ruyubag.shop	文智弘 @41y8	KF29JLWXM CQWA		support@ruyubag.shop alexissaveryprpews@gmail.com sales@ruyubag.shop
32	uwtrbag.shop	文智弘 @41y8	KF29JLWXM CQWA		support@uwtrbag.shop alexissaveryprpews@gmail.com sales@uwtrbag.shop
32	vxixbag.shop	文智弘 @41y8	KF29JLWXM CQWA		support@vxixbag.shop alexissaveryprpews@gmail.com sales@vxixbag.shop
32	wntbag.shop	文智弘 @41y8	KF29JLWXM CQWA		support@wntbag.shop cntopshoes@gmail.com sales@wntbag.shop
32	wsvslbag.shop	文智弘 @41y8	KF29JLWXM CQWA		support@wsvslbag.shop worldsroderickthiyiph@gmail.com sales@wsvslbag.shop
33	peakhook.is	MeetCadeau Co., Ltd.		vinking- wiio@outlook.com	cspeakhook@gmail.com
34	popshoeofficial.com		KC5DQ8PTH ESJ6		popshoeofficial@gmail.com
35	projewelrys.com	国张		zhangguovip@hotmail.com	support@Projewelrys.com PW- C51E5A08A1E9A02C 6C722AED7A88CF37 @PRIVACYGUARDIAN.ORG
36	repskiller.org a.k.a. repskiller.co	金钟朱			repskillerservice@gmail.com support@repskiller.co WhatsApp: +852 7076 8774
37	Rivaayat.co	Sam Faisal			care@rivaayat.co store+82527519032@t .shopifyemail.com

38	sneakerheadfashions.com	Sneakerhead Fashion	CFZRDQURA677J		support@sneakerheadfashions.com 2C4CE71FDE4345F68874427CE7630423.P ROTECT@WITHHE LDFORPRIVACY.COM
		NGUYEN CONG TRINH	NB4A5VFUG QGF2	nctrinh139@gmail.com	confirm@sneakerheadfashions.com support@sneakbagstores.com marketing@sneakerheadfashions.com marketing.fashions@sneakerheadfashions.com
39	sneakerswhere_com a.k.a. SneakersWhere Official a.k.a. sneakerswhere.com	南康区小陈推拿店			sneakerswhere@gmail.com WhatsApp: +86 150 8393 5453
40	stockxkicks.com	广州晓紫贸易店		ElmoMerfeldr@gmail.com	service@stockxkicks.com WhatsApp: +1 (424) 467-8020
41	supstagemy.com a.k.a. supstage.official a.k.a. Supstage.Jason				Kerkchenping.tenby@gmail.com SUPSTAGEMY.COM @CONTACTPRIVACY.COM
				Kerkchenping.tenby@gmail.com	WhatsApp: +60 17-978 4022
42	topqualityproductseller	福金温		482198112@qq.com	WhatsApp: +86 151 0591 3221
43	werep.ru	TRANG LE		cbin68206@gmail.com	cs.wereplica@gmail.com wereplica@gmail.com werep.teamsp@gmail.com
43	werep.is	PVN	896HS6P2Y7 A5Q		cs.wereplica@gmail.com wereplica@gmail.com werep.teamsp@gmail.com
44	Wholesale Luxury Boutique			13759573580@163.com	WhatsApp: +86 152 2302 8067

45	wonderwooden.com	河南确进商贸有限公司 河南三赛新能源有限公司	2JR56Q5VDU CAN GDXN4WKR JRGX8	fasionn@163.com servicechanglan@gmail.com	service@wonderwooden.com
46	wosstoretogo.myshopify.com	alex tavaréz		bryan.tavaréz2023@hotmail.com	WhatsApp: +1 (787) 452-1345
46	worldofshoesstore.com	Alex Tavaréz		bryan.tavaréz2023@hotmail.com	info@worldofshoesstore.com WORLDOFSHOESTORE.COM@CONTACTPRIVACY.COM WhatsApp: +1 (787) 452-1345
47	365buysneakers.com		PGYMPB6RV VAVL		forvin.inc@gmail.com cs@365buysneakers.com pip@365buysneakers.com mikelin1535@163.com WhatsApp: +86 189 5071 0211
48	86 171 7794 2698 a.k.a. High end luxury a.k.a. a20181119230655031 0156320 a.k.a. 86 152 0597 9595			184490237@qq.com	WhatsApp: +86 171 7794 2698 WhatsApp: +86 152 0597 9595
49	lijunyang	eBay Commerce Inc.	eBay Transaction Number: 516297630U4 70374K		