

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 24-62388-CIV-SINGHAL**

ADIDAS AG, *et al.*,

Plaintiffs,

vs.

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

Defendants.

**PLAINTIFFS’ MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT
AGAINST DEFENDANTS AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

Plaintiffs, adidas AG, adidas International Marketing B.V., and adidas America, Inc. (“Plaintiffs”), by and through their undersigned counsel, hereby move this Honorable Court for entry of default final judgment against Defendants, the Individuals, Business Entities, or Unincorporated Associations identified on Schedule “A” hereto (“Defendants”). In support thereof, Plaintiffs submit the following Memorandum of Law.

I. INTRODUCTION

Plaintiffs initiated this action against Defendants through the filing of their Complaint [DE 1] and subsequent Amended Complaint [DE 20] for trademark counterfeiting and infringement under section 32 of the Lanham Act, in violation of 15 U.S.C. section 1114 (Count I); false designation of origin under section 43(a) of the Lanham Act, in violation of 15 U.S.C. section 1125(a) (Count II); unfair competition under Florida common law (Count III); and trademark infringement under Florida’s common law (Count IV). Defendants are in default, and the prerequisites for a default judgment have been met. As relief, Plaintiffs seek default judgment

finding Defendants liable on all counts of Plaintiffs' Amended Complaint.¹ Plaintiffs pray such judgment includes the entry of a permanent injunction. Plaintiffs also request the Court enter equitable relief pursuant to 15 U.S.C. § 1116, Fed. R. Civ. P. 65, The All Writs Act, 28 U.S.C. § 1651(a), and this Court's inherent authority requiring the transfer of the domain names at issue to Plaintiffs, assign all rights, title and interest to the Subject Domain Names to Plaintiffs, order permanent termination of Defendants' messaging application and/or service accounts, including e-mail addresses, and permanently disable, delist, or de-index the websites' uniform resource locators ("URLs") and Subject Domain Names from any search engines in order to ensure the associated websites may no longer be used as a means for selling goods bearing and/or using counterfeits and infringements of Plaintiffs' trademarks and infringing upon Plaintiffs' rights.

II. STATEMENT OF FACTS

A. Plaintiffs' Rights.

Plaintiffs own all rights in and to the federally registered trademarks listed in Paragraph 5 (the "adidas Marks") of the Declaration of Amanda Luz in Support of Plaintiffs' *Ex Parte* Application for Entry of Temporary Restraining Order and Preliminary Injunction² ("Luz Decl."), which are used in connection with the manufacture and distribution of quality goods in the categories identified therein. (See Luz Decl. [DE 6-1] ¶¶ 4–5.) The adidas Marks have been used in interstate commerce to identify and distinguish Plaintiffs' products for an extended period of

¹ Plaintiffs are not alleging joint and severable liability against Defendants. Further, Plaintiffs are moving for entry of Default Final Judgment against all Defendants, therefore, there is no possibility of inconsistent liability between Defendants. Because each Defendant has defaulted as to liability, Plaintiffs respectfully submit liability has been established and the entry of Final Default Judgment against all Defendants is appropriate.

² Plaintiffs' *Ex Parte* Application for Entry of Temporary Restraining Order and Preliminary Injunction ("Application for TRO") together with supporting declarations and exhibits [DE 6] are incorporated herein by reference.

time and serve as symbols of Plaintiffs' quality, reputations, and goodwill and have never been abandoned. (See id. ¶¶ 6–11.) Moreover, Plaintiffs have expended substantial resources developing, advertising, and otherwise promoting their trademarks. (Id. ¶ 8.) Accordingly, the adidas Marks qualify as famous marks as the term is used in 15 U.S.C. § 1125(c)(1).

Furthermore, Plaintiffs extensively use, advertise, and promote the adidas Marks in the United States in interstate commerce in association with quality products, and have carefully monitored and policed the use of the trademarks. (See Luz Decl. [DE 6-1] ¶¶ 6-11.) As a result, members of the consuming public readily identify products bearing the adidas Marks as being quality merchandise sponsored and approved by Plaintiffs. (Id. ¶ 10.) Accordingly, the adidas Marks have achieved secondary meaning as identifiers of quality goods.

B. Defendants' Infringing Acts.

As alleged by Plaintiffs, admitted by default, and established by the evidence submitted herewith, Defendants own, operate, or control the fully interactive, commercial Internet websites operating under the domain names identified on Schedule "A" hereto (the "Subject Domain Names"). As such, Defendants are the active, conscious, and dominant forces behind the promotion, advertisement, distribution, offering for sale, and/or sale of goods using or bearing counterfeit and infringing trademarks which are exact copies of one or more of the adidas Marks (the "Counterfeit Goods"). (See Am. Compl. ¶¶ 10–16, 26; Luz Decl. [DE 6-1] ¶¶ 13–15; Declaration of Virgilio Gigante in Support of Plaintiffs' *Ex Parte* Application for Entry of Temporary Restraining Order and Preliminary Injunction ("Gigante Decl.") [DE 6-2] ¶ 2; see also relevant web page captures from Defendants' commercial Internet websites operating under the Subject Domain Names displaying the adidas-branded items offered for sale ("Defendants' Websites") attached as Comp. Ex. "1" to the Gigante Decl. [DE 6-3].)

Further, as admitted by Defendants through default, at all times relevant, Defendants have had full knowledge of Plaintiffs' ownership of the adidas Marks, including their exclusive rights to use and license such intellectual property and the goodwill associated therewith. (Am. Compl. ¶ 31.) Defendants do not have, nor have they ever had, the right or authority to use the adidas Marks for any purpose. (See Am. Compl. 32; see also Luz Decl. (DE 6-1) ¶ 13.) Despite their known lack of authority to do so, Defendants have engaged in the activity of promoting, and otherwise advertising, selling, offering for sale, and distributing their Counterfeit Goods via their Internet websites operating under the Subject Domain Names. (See Am. Compl. ¶ 26; see also Luz Decl. [DE 6-1] ¶¶ 13-15; Gigante Decl. [DE 6-2] ¶ 2; see also Defendants' Websites attached as Comp. Ex. "1" to the Gigante Decl. [DE 6-3].)

Plaintiffs' evidence, obtained as a result of their investigation of Defendants, clearly demonstrates Defendants are engaged in the fraudulent promotion, advertisement, distribution, and offering for sale of goods bearing and/or using counterfeits of at least one of the adidas Marks. (See Luz Decl. [DE 6-1] ¶¶ 13-15; Defendants' Websites attached as Comp. Ex. "1" to the Gigante Decl. [DE 6-3].) Plaintiffs' representative, who is trained to identify the distinctions between genuine versions of Plaintiffs' branded merchandise and counterfeit copies of the same, reviewed and visually inspected Defendants' Websites, as well as the various items bearing one or more of the adidas Marks offered for sale by Defendants via the Internet websites operating under the Subject Domain Names and determined the products were non-genuine, unauthorized versions of Plaintiffs' goods. (See Luz Decl. [DE 6-1] ¶¶ 14-15.)

C. Procedural Background

On December 19, 2024, Plaintiffs filed their Complaint and on April 9, 2025, their Amended Complaint for Injunctive Relief against Defendants. On December 23, 2024, Plaintiffs

filed their *Ex Parte* Application for Entry of Temporary Restraining Order and Preliminary Injunction [DE 6]. On April 7, 2025, the Court entered an Order Granting Plaintiffs' *Ex Parte* Temporary Restraining Order [DE 14]. On December 23, 2024, Plaintiffs filed their *Ex Parte* Motion for Order Authorizing Alternate Service of Process on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3) ("Motion for Alternate Service") [DE 7],³ which the Court granted on April 7, 2025, [DE 15], authorizing Plaintiffs to serve the Summonses, Complaint, and all filings in this matter upon Defendants via electronic mail ("e-mail") and via website posting copies of the same on Plaintiffs' designated serving notice website appearing at <http://servingnotice.com/D41s9x/index.html>. Pursuant to the Court's Order authorizing alternate service, Plaintiffs served Defendants with their respective Summons and a copy of the Amended Complaint via e-mail and via website posting on April 11, 2025. (See Declaration of Virgilio Gigante in Support of Plaintiffs' Motion for Default Final Judgment ("Gigante Decl. in Support of FDJ") ¶ 4, filed herewith; see also Proof of Service [DE 26].)

The time allowed for Defendants to respond to the Amended Complaint has expired. (See Gigante Decl. in Support of FDJ ¶ 5.) Defendants have not been granted any extension of time to respond, nor have they served or filed an Answer or other formal response. (See id. at ¶ 6.) To Plaintiffs' knowledge, Defendants are not infants or incompetent persons, and, upon information and belief, the Servicemembers Civil Relief Act does not apply. (Id. at ¶ 7.) On June 5, 2025, Plaintiffs filed their Request for Clerk's Entry of Default as to Defendants [DE 30]. The Clerk subsequently entered Default against Defendants on June 5, 2025, for failure to appear, plead, or otherwise defend pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, [DE 31]. Plaintiffs now move the Court to grant Default Final Judgment against all Defendants and submit

³ Plaintiffs' *Ex Parte* Motion for Alternate Service, together with supporting declaration and exhibit [DE 7], are incorporated herein by reference.

this Motion for Entry of Default Final Judgment in accordance with the Court's June 6, 2025 Order regarding the same [DE 32].

III. ARGUMENT

A. Default Judgment Should Be Entered Against Defendants.

This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338. Personal jurisdiction over Defendants and venue in this district are proper under 28 U.S.C. § 1391 as Defendants direct business activities toward consumers throughout the United States, including within the State of Florida and this district, and cause harm to Plaintiffs' businesses within this district through the fully interactive commercial Internet websites operating under the Subject Domain Names. (See Am. Compl. ¶¶ 2–3, 7, 10, 13, 26.)

1. Default Judgment is Proper.

Pursuant to Federal Rule of Civil Procedure 55(b)(2), the Court is authorized to enter a final judgment of default against a party who has failed to plead in response to a complaint. By such a default, all of Plaintiffs' well-pled allegations in the Amended Complaint are deemed admitted. See PetMed Express, Inc. v. Medpets.com, 336 F. Supp. 2d 1213, 1217 (S.D. Fla. 2004) (citing Buchanan v. Bowman, 820 F.2d 359 (11th Cir. 1987)). Accordingly, the well-pled factual allegations of Plaintiffs' Amended Complaint will be taken as true. See id. In this case, the Amended Complaint, pleadings, and declaration filed in support of Plaintiffs' Motion for Entry of Default Final Judgment clearly demonstrate that default judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure should be entered against Defendants.

2. Factual Allegations Establish Defendants' Liability.

Title 15 U.S.C. § 1114 provides liability for trademark infringement if, without the consent of the registrant, a defendant uses "in commerce any reproduction, counterfeit, copy, or colorable

imitation of a registered mark ... which ... is likely to cause confusion, or to cause mistake, or to deceive.” 15 U.S.C. § 1114. To prevail on their trademark infringement claim under Section 32 of the Lanham Act, a plaintiff must demonstrate (1) it had prior rights to the mark at issue, and (2) that the defendant had adopted a mark or name that was the same, or confusingly similar to its mark, such that consumers were likely to confuse the two.” Planetary Motion, Inc. v. Techsplosion, Inc., 261 F.3d 1188, 1193 (11th Cir. 2001) (citing Lone Star Steakhouse & Saloon, Inc. v. Longhorn Steaks, Inc., 106 F.3d 355, 360 (11th Cir. 1997)).

To prevail on a claim of false designation of origin under Section 43(a) of the Lanham Act, Plaintiffs must prove that Defendants used in commerce, in connection with any goods or services, any word, term, name, symbol or device, or any combination thereof, or any false designation of origin, which is likely to deceive as to the affiliation, connection, or association of Defendants with Plaintiffs, or as to the origin, sponsorship, or approval, of Defendants’ goods by Plaintiffs. 15 U.S.C. § 1125(a)(1). As with trademark infringement claims, the test for liability for false designation of origin under Section 43(a) is also “whether the public is likely to be deceived or confused by the similarity of the marks at issue.” Two Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 780, 112 S.Ct. 2753, 2763, 120 L. Ed. 2d 615, 631 (1992).

Whether a defendant’s use of a plaintiff’s trademarks creates a likelihood of confusion between the plaintiff’s and the defendant’s products is also the determining factor in the analysis of unfair competition under the common law of Florida. See Planetary Motion, 261 F.3d at 1193 n.4 (“Courts may use an analysis of federal infringement claims as a ‘measuring stick’ in evaluating the merits of state law claims.”). Further, the test to determine trademark infringement liability under Florida common law is the same as the likelihood of consumer confusion test outlined in § 32(a) of the Lanham Act. See PetMed Express, 336 F. Supp. 2d at 1217–18.

The well-pled factual allegations of Plaintiffs’ Amended Complaint, including specifically those pled in Paragraphs 10–16, 26–34, 41–43, 48–52, 56–58, and 61–64, properly allege the elements for each of the above claims. Plaintiffs also allege Defendants “are actively using, promoting and otherwise advertising, distributing, offering for sale and/or selling substantial quantities of their Counterfeit Goods with the knowledge and intent that such goods will be mistaken for the genuine quality goods offered for sale by Plaintiffs[.]” *Id.* ¶ 27. Further, Plaintiffs allege “Defendants’ . . . infringing activities are likely to cause confusion, deception and mistake in the minds of consumers[.]” *Id.* ¶ 34. Moreover, the factual allegations in Plaintiffs’ Amended Complaint, substantiated by the evidence submitted herewith, conclusively establish Defendants’ liability under each claim asserted in the Amended Complaint. Accordingly, Default Judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure should be entered against Defendants.

B. Entry of a Permanent Injunction is Appropriate.

Pursuant to the Lanham Act, a district court is authorized to issue an injunction “according to the principles of equity and upon such terms as the court may deem reasonable,” to prevent violations of trademark law. 15 U.S.C. § 1116(a). Indeed, “[i]njunctive relief is the remedy of choice for trademark and unfair competition cases, since there is no adequate remedy at law for the injury caused by a defendant’s continuing infringement.” *Burger King Corp. v. Agad*, 911 F. Supp. 1499, 1509–10 (S.D. Fla. 1995) (citing *Century 21 Real Estate Corp. v. Sandlin*, 846 F.2d 1175, 1180 (9th Cir. 1988)). Moreover, even in a default judgment setting, injunctive relief is available. *See e.g., PetMed Express*, 336 F. Supp. 2d at 1222-23. Defendants’ failure to respond or otherwise appear in this action makes it difficult for Plaintiffs to prevent further infringement absent an injunction. *See Jackson v. Sturkie*, 255 F. Supp. 2d 1096, 1103 (N.D. Cal. 2003)

(“[D]efendant’s lack of participation in this litigation has given the court no assurance that defendant’s infringing activity will cease. Therefore, plaintiff is entitled to permanent injunctive relief.”). Pursuant to 15 U.S.C. § 1116, this Court should permanently enjoin Defendants from continuing to infringe any of Plaintiffs’ intellectual property rights, including the adidas Marks.

Permanent injunctive relief is appropriate where a plaintiff demonstrates (1) it has suffered irreparable injury; (2) there is no adequate remedy at law; (3) the balance of hardship favors an equitable remedy; and (4) an issuance of an injunction is in the public’s interest. eBay, Inc. v. MercExchange, LLC, 547 U.S. 388, 391, 126 S. Ct. 1837, 164 L. Ed. 2d 641 (2006). As demonstrated herein and based upon the issuance of the temporary restraining order entered in this matter, Plaintiffs have clearly carried their burden on each of the four factors. Accordingly, permanent injunctive relief is appropriate.

Defendants’ actions merit permanent injunctive relief, not only to protect Plaintiffs’ reputations, but also to protect consumers from being deceived as to the quality and source of products bearing the adidas Marks. The facts alleged in Plaintiffs’ Amended Complaint, substantiated by the evidence submitted herewith, show Defendants are “continuously infringing and inducing others to infringe” the adidas Marks by using them to advertise, promote, offer to sell and/or sell goods using marks which are identical or altered to be identical to the adidas Marks. (See Am. Compl. ¶ 42; see also Luz Decl. [DE 6-1] ¶¶ 13–15; Defendants’ Websites attached as Comp. Ex. “1” to the Gigante Decl. [DE 6-3].)

Plaintiffs are clearly suffering, and will continue to suffer, irreparable injury if Defendants’ infringing activities are not permanently enjoined. (Luz Decl. [DE 6-1] ¶¶ 12, 22.) In trademark cases, “a sufficiently strong showing of likelihood of confusion . . . may by itself constitute a showing of a substantial threat of irreparable harm.” McDonald’s Corp. v. Robertson, 147 F.3d

1301, 1306 (11th Cir.1998); see also Levi Strauss & Co. v. Sunrise Int'l Trading Inc., 51 F.3d 982, 986 (11th Cir.1995) (“There is no doubt that the continued sale of thousands of pairs of counterfeit jeans would damage [the plaintiff’s] business reputation and decrease its legitimate sales.”). In any event, Plaintiffs’ Amended Complaint alleges that Defendants’ unlawful actions have caused Plaintiffs irreparable injury and will continue to do so if Defendants are not permanently enjoined. (Am. Compl. ¶¶ 38, 46.) Defendants have defaulted upon Plaintiffs’ factual allegations in that respect.

Additionally, Plaintiffs have no adequate remedy at law so long as Defendants continue to operate the websites under the Subject Domain Names because Plaintiffs will have no control of the quality of what appears to be their products in the marketplace. An award of monetary damages will not cure the injury to Plaintiffs’ reputations and goodwill which will result if Defendants’ infringing and counterfeiting actions are allowed to continue. Moreover, it can hardly be said that Defendants face hardship in refraining from their willful infringement of the adidas Marks, whereas Plaintiffs face hardship from loss of sales and their inability to control their reputations. Defendants have no cognizable hardship, as they will be prohibited from selling counterfeit goods, which is an illegal act to begin with. Finally, the public has an interest in the issuance of a permanent injunction against Defendants to prevent consumers from being misled by Defendants’ products. See Chanel, Inc. v. besumart.com, 240 F. Supp. 3d 1283, 1291 (S.D. Fla. 2016) (“[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior.” (alteration added) (citation omitted)); BellSouth Adver. & and Publ’g. Corp. v. Real Color Pages, Inc., 792 F. Supp. 775, 785 (M.D. Fla. 1991) (holding “[i]n a trademark infringement or unfair competition case, a third party, the consuming public is present and its interests are paramount.”) Ultimately, a permanent injunction will prevent consumer confusion

and deception in the marketplace and will protect Plaintiffs' property interest in the adidas Marks, which are the touchstones of trademark law.

Furthermore, as admitted by Defendants through default, (i) the Subject Domain Names are essential components of Defendants' unlawful activities, and (ii) the Subject Domain Names themselves are one of the means by which Defendants further their counterfeiting and infringement scheme and cause harm to Plaintiffs. (See Am. Compl. ¶ 16.) Therefore, to effectuate the injunction as a practical matter pursuant to the Court's inherent authority and the All Writs Act, 28 U.S.C. § 1651(a), the Subject Domain Names, and any other domain names being used and/or controlled by Defendants to promote, offer for sale, and/or sell goods bearing or using counterfeits or infringements of the adidas Marks, should be ordered canceled or transferred to Plaintiffs' control by Defendants, their registrars, and/or registries. Additionally, the URLs used by Defendants to promote, advertise, offer for sale, and sell their Counterfeit Goods via the Subject Domain Names, should be permanently disabled, de-indexed, or delisted by any Internet search engines. Further, Defendants, their agents or assigns, should be required to assign all rights, title, and interest, to their Subject Domain Names to Plaintiffs and instruct all search engines to permanently delist or deindex the Subject Domain Names. Additionally, the messaging applications, services, and/or accounts, including e-mail addresses, used by Defendants in connection with their promotion, offering for sale, and/or sale of goods bearing or using counterfeits or infringements of the adidas Marks should be permanently terminated by Defendants and the applicable third-party service providers to the messaging account and e-mail addresses may no longer be used to facilitate Defendants' counterfeiting activities. Absent such relief, Defendants will remain free to continue infringing the adidas Marks with impunity, will continue to benefit from the Internet traffic to

those websites built through the unlawful use of the adidas Marks, and will continue to defraud the public by their illegal activities.

The Court's powers of equity are sufficiently broad to compel measures necessary to enforce an injunction against infringement. See, e.g., Swann v. Charlotte-Mecklenburg Bd. of Educ., 402 U.S. 1, 15, 91 S. Ct. 1267, 1276 (1971) ("Once a right and a violation have been shown, the scope of a district court's equitable powers to remedy past wrongs is broad, for. . . the essence of equity jurisdiction has been the power of the Chancellor to do equity and to mould each decree to the necessities of the particular case."); United States v. Bausch & Lomb Optical Co., 321 U.S. 707, 724 (1944) ("Equity has power to eradicate the evils of a condemned scheme by prohibition of the use of admittedly valid parts of an invalid whole."). District courts are expressly authorized to order the transfer or surrender of domain names in an in rem action against a domain name. See 15 U.S.C. §§ 1125(d)(1)(C), (d)(2). However, the remedy is by no means limited to that context. See, e.g., Philip Morris USA v. Otamedia Ltd., 331 F. Supp. 2d 228, 230-31 (S.D.N.Y. 2004) (Yesmoke.com domain name transferred to plaintiff despite the fact that plaintiff did not own a trademark in the term "Yesmoke" and noting that 15 U.S.C. § 1125 "neither states nor implies that an in rem action against the domain name constitutes the exclusive remedy for a plaintiff aggrieved by trademark violations in cyberspace."); Ford Motor Co. v. Cross, 441 F. Supp. 2d 837, 853 (E.D. Mich. 2006) (defendants ordered to disclose all other domain registrations held by them and to transfer registration of a particular domain name to plaintiff in part under authority of 15 U.S.C. § 1116(a)). This Court and others have not hesitated to order the transfer of domain names and related relief when faced with factual scenarios similar to the one herein.⁴

⁴ See, e.g., Chanel, Inc. v. Allswisswatch.si, No. 24-61080-Civ-Singhal, 2025 U.S. Dist. LEXIS 101005 (S.D. Fla. May 27, 2025) (ordering, *inter alia*, (i) transfer of domains to plaintiff, (ii) assignment of all rights, title and interest to defendants' domains used to promote, offer for sale,

Defendants have created an Internet-based counterfeiting and infringement scheme and are profiting from their deliberate misappropriation of Plaintiffs' rights. Accordingly, the Court should permanently prohibit Defendants from conducting their unlawful activities and eliminate the means by which Defendants conduct their unlawful activities by canceling or transferring the Subject Domain Names to Plaintiffs, assigning all rights, title, and interest to the Subject Domain Names to Plaintiffs, and disabling, de-indexing, or delisting, or the Subject Domain Names from all search engines so they may be disabled from further use as platforms for the sale of counterfeit goods.

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request the Court enter default final judgment and a permanent injunction against Defendants in the form of the proposed Default Final Judgment and Permanent Injunction filed herewith.

Dated: July 5, 2025.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By: **Virgilio Gigante**

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and/or sell goods bearing counterfeits and/or infringements of plaintiff's trademarks to plaintiff, and (iii) permanent disablement, de-indexing or delisting of defendants' domains from internet search engines); Topgolf Callaway Brands Corp. v. Individuals, Bus. Entities, & Unincorporated Ass'ns, No. 24-60577-Civ-Singhal (S.D. Fla. Oct. 18, 2024) (same); Cartier Int'l A.G. v. Individual, No. 24-60156-Civ-Singhal, 2024 U.S. Dist. Lexis 129745 (S.D. Fla. July 23, 2024); Louis Vuitton Malletier v. louisvuittonoutlets.us, No. 23-60995-Civ-Singhal, 2024 U.S. Dist. Lexis 69057 (S.D. Fla. Apr. 16, 2024) (same); Chanel, Inc. v. Individuals, Bus. Entities, & Unincorporated Ass'ns, No. 23-61797-Civ-Singhal, 2023 U.S. Dist. LEXIS 225892 (S.D. Fla. Dec. 19, 2023) (same); see also, Chanel, Inc. v. Individuals, No. 24-22336- Civ-Bloom, 2024 U.S. Dist. Lexis 145638 (S.D. Fla. Aug. 15, 2024) (same); Adidas AG v. Adidascampusireland.com, No. 23-62196-Civ-Altman, 2024 U.S. Dist. Lexis 11947 (S.D. Fla. Jan. 22, 2024) (same); Tiffany NJ LLC v. Individuals, No. 22-62299-Civ-Ruiz, 2023 U.S. Dist. Lexis 217203 (S.D. Fla. Feb. 3, 2023) (same).

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SCHEDULE “A”
DEFENDANTS BY NUMBER AND SUBJECT DOMAIN NAME

Defendant Number	Defendant / Domain Name
1	allkicks.shop
2	91sheep.net
3	basetao.xyz
4	boolopo.net
5	carlkicks.net
6	cnfactory.co
7	cnfashionbuy.shop
8	cocokicks.xyz
9	cocosneakers.co
10	coolkicks.shoes
11	crewkicks.shoes
12	elevenkicks.co
13	fashionreps.shoes
14	flightkickz.co
15	goosemasterkim.org
16	hicoco.co
17	hypeunique.net
18	joystudio.xyz
19	kickbulk.shop
20	lkkiks.net
21	mangomeee.shop
22	monicasneaker.co
23	mrhou.net
24	ogtony.xyz
25	perfectkicks.shoes
26	popkicks.co
27	repkicks.shoes
28	repsnkrs.co
29	shoesreplica.com
30	sneakershead.net
31	sneakerwill.shoes

32	suprize.shop
33	uaplg.org
34	ua-shoes.net
35	uasneakers.net

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 5, 2025, a true copy of the foregoing was served upon Defendants via the e-mail addresses at which Defendants were served, and by posting copies of the same on Plaintiffs' designated service notice website appearing at the URL <http://servingnotice.com/D41s9x/index.html>.

Virgilio Gigante
Virgilio Gigante