UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 25-cv-24046-JB

TAYLOR MADE GOLF COMPANY, INC.,

Plaintiff,

v.

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

Defendants.
_____/

ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT FINAL JUDGMENT

THIS CAUSE is before the Court on Plaintiff's Motion for Entry of Default Final Judgment Against Defendants and Memorandum of Law in Support Thereof (the "Motion" or "Motion for Default"). ECF No. [34]. Defendants[1] did not file a response to the Motion, and the time to do so has passed. Upon due consideration of the Motion, the declarations submitted in support thereof, the pertinent portions of the record, and the relevant legal authorities, it is hereby **ORDERED AND ADJUDGED** that Plaintiff's Motion, ECF No. [34], is **GRANTED** for the reasons

[1] Defendants are the Individuals, Business Entities, and Unincorporated Associations listed in Schedule "A" to the Amended Complaint, but for the purposes of this Order, does not include Defendant Number 18, which Plaintiff has voluntarily dismissed from this action, ECF No. [32] or Defendant Number 34, for which Plaintiff has filed a Motion for Entry of Consent Final Judgment, ECF No. [33], and this Court granted, ECF No. [36]. *See* ECF Nos. [23] at 25–27; [34] at 21–23.

stated herein. Pursuant to Rule 58 of the Federal Rules of Civil Procedure, a default final judgment will be entered by separate order.

I. BACKGROUND

Plaintiff, Taylor Made Golf Company, Inc. ("Plaintiff" or "Taylor Made Golf") is the owner of the trademarks at issue, which "are used in connection with the manufacture and distribution of high-quality goods" (the "Taylor Made Golf Marks") throughout the United States. ECF Nos. [23] ¶¶ 17; [8-1] at ¶ 4. Defendants are the individuals, business entities, and unincorporated associations identified in Schedule "A" to the Amended Complaint (the "Defendants"). *See* ECF No. [23] at 25–27. Plaintiff claims that Defendants, through various Internet based e-commerce stores operating under the seller names listed in Schedule "A", have advertised, promoted, distributed, offered for sale, and/or sold goods bearing and/or using counterfeit and confusingly similar imitations of the Taylor Made Golf Marks (the "Counterfeit Goods"). ECF No. [8-1] at ¶¶ 10–14. Plaintiff contends that Defendants have engaged in this activity despite the fact that Defendants' "full knowledge of Taylor Made Golf's ownership of the Taylor Made Golf Marks, including its exclusive right to use and license such intellectual property and the goodwill associated therewith," and despite never having been given the right to use the Taylor Made Golf Marks. ECF No. [34] at 4–5; *see also* ECF No. [23] at ¶¶ 32–33. Through Plaintiff's use of a private investigator, Plaintiff has ordered, reviewed, and visually inspected the items bearing at least one of the Taylor Made Golf Marks offered for sale by Defendants through the e-commerce stores operating under the Selling E-commerce Store Names and

alleges that the products are unauthorized, non-genuine versions of Plaintiff's products. *See* ECF No. [34] at 5–6; *see also* ECF Nos. [8]; [8-1]–[8-7]; [34-1].

As a result, Plaintiff filed its Complaint on September 5, 2025, ECF No. [1], and subsequently filed an Amended Complaint for Damages and Injunctive Relief against Defendants on September 23, 2025, ECF No. [23]. Specifically, Plaintiff seeks monetary and injunctive relief for Defendants' trademark counterfeiting and infringement activities under the Lanham Act and common law. *See generally* ECF Nos. [23] and [34].

On September 10, 2025,[2] Plaintiff filed its *Ex Parte* Application for Entry of a Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets, ECF No. [8], which the Court granted on September 12, 2025, ECF No. [12]. Thereafter, on September 26, 2025, the Court entered an Order granting Plaintiff's Motion for Preliminary Injunction. ECF No. [29]. In the Temporary Restraining Order and Preliminary Injunction, the Court ordered PayPal, Inc. ("PayPal"), Stripe, Inc. ("Stripe"), eBay Commerce, Inc. ("eBay") and Temu.com and WhaleCo, Inc., which operates the Temu.com website ("Temu") and their related companies and affiliates (each, a "Third Party," and collectively, the "Third Parties") to identify and restrain all funds in Defendants' associated payment accounts,

[2] On September 10, 2025, Plaintiff filed its *Ex Parte* Motion for Order Authorizing Alternate Service of Process on Defendants Pursuant to Federal Rule of Civil Procedure 4(f)(3), ECF No. [9], which the Court granted on September 11, 2025, ECF No. [11], authorizing Plaintiff to serve Defendants with the Summonses, Complaint, and other relevant filings in this matter via e-mail and via website posting, by posting copies of the same on Plaintiff's designated serving notice website. Plaintiff then served all Defendants via e-mail service and via website posting. *See* ECF Nos. [15], [26].

including all financial accounts tied to, associated with, or that transmit funds into the respective Defendants' financial accounts, and to divert those funds to a holding account for the trust of the Court. ECF Nos. [12] at 12–13; [29] at 12–13.

On October 17, 2025, Plaintiff filed a Motion for Clerk's Entry of Default. ECF No. [30]. A Clerk's Entry of Default was entered against all Defendants on October 20, 2025. ECF No. [31]. Plaintiff thereafter filed the instant Motion for Default Judgment. ECF No. [34].

II. ANALYSIS

The Court determines that it has personal jurisdiction over the Defendants identified on Schedule "A" to the Complaint, as the evidence presented on the Motion shows that Defendants have been served with process as authorized by the Court's Order at ECF No. [11]. The Court also determines that Defendants directly target their business activities toward consumers in the United States, including Florida, and specifically that Defendants are reaching out to do business with Florida residents by operating one or more e-commerce stores where Florida residents can purchase products bearing or using counterfeit and/or infringing trademarks similar or identical to Plaintiff's federally registered trademarks "Taylor Made Golf Marks." *See* ECF No. [23] ¶¶ 4, 6, 9, 13.

"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." *Chanel, Inc. v. Sea Hero*, 234 F. Supp. 3d 1255, 1258 (S.D. Fla. 2016). However, "[a] defendant's default does not in itself warrant the court entering a

default judgment." *Id*. (quoting *DIRECTV, Inc. v. Huynh*, 318 F. Supp. 2d 1122, 1127 (M.D. Ala. 2004)). Indeed, the Court's decision whether to grant a motion for default is discretionary. *Id*. (citing *Nishimatsu Constr. Co., Ltd. v. Houston Nat'l Bank*, 515 F.2d 1200, 1206 (5th Cir. 1975)). A defendant is not held to admit conclusions of law or facts that are not well pled; accordingly, the Court must determine whether the complaint adequately states a claim upon which relief may be granted. *See id*. (citing *Nishimatsu*, 515 F.2d at 1206); *see also Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir. 1987) ("[L]iability is well-pled in the complaint, and is therefore established by the entry of default . . . .").

To adequately state a claim, a complaint must contain "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2). Well-pled factual allegations are deemed to have been admitted by the defaulting defendant. *Cotton v. Mass. Mut. Life Ins. Co.*, 402 F.3d 1267, 1278 (11th Cir. 2005). Once liability is established, the Court must also assess forms of relief. *See Chanel, Inc. v. French*, No. 05-cv-61838, 2006 WL 3826780, at *2 (S.D. Fla. Dec. 27, 2006). Remedies for trademark infringement include injunctive relief. *See Hard Candy, LLC v. Anastasia Beverly Hills, Inc.*, 921 F.3d 1343, 1353 (11th Cir. 2019).

A. Plaintiff Has Sufficiently Pled its Claims.

Plaintiff's Amended Complaint includes four claims against Defendants. *See generally* ECF No. [23]. Count I alleges trademark counterfeiting and infringement pursuant to Section 32 of the Lanham Act, in violation of 15 U.S.C. § 1114. *Id*. at ¶¶ 43–49. Count II alleges false designation of origin pursuant to Section 43(a) of the

Lanham Act, in violation of 15 U.S.C. § 1125(a). *Id.* at ¶¶ 50–57. Count III alleges a claim of common law unfair competition. *Id.* at ¶¶ 58–62. Finally, Count IV alleges common law trademark infringement. *Id.* at ¶¶ 63–68. The Court analyzes whether Plaintiff has adequately stated each claim.

1. Counts I, II and IV

To prevail on its claim of trademark infringement in violation of 15 U.S.C. § 1114 in Count I, Plaintiff would have to "demonstrate '(1) that [it] had prior rights to the mark at issue and (2) that the defendant[s] 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.'" *Fendi S.r.l. v. Bag,* No. 19-cv-61356, 2019 WL 4693677, at *2 (S.D. Fla. Aug. 28, 2019) (quoting *Planetary Motion, Inc. v. Techsplosion, Inc.*, 261 F.3d 1188, 1193 (11th Cir. 2001)). As to Count II, "[t]he test for liability … under 15 U.S.C. section 1125(a) is the same as for a trademark counterfeiting and infringement claim — *i.e.*, whether the public is likely to be deceived or confused by the similarity of the marks at issue." *Id.* at *3 (citation omitted). Moreover, as to Count IV, "[t]he analysis of liability for Florida common law trademark enforcement is the same as the analysis of liability for trademark infringement under § 32(a) of the Lanham Act." *Tiffany (NJ) LLC v. Benefitfortiffany.com*, No. 16-cv-60829, 2016 WL 8679081, at *5 (S.D. Fla. Nov. 3, 2016), *report and recommendation adopted*, No. 16-cv-60829, 2016 WL 8678880 (S.D. Fla. Dec. 20, 2016) (citing *PetMed Express, Inc. v. MedPets.Com, Inc.*, 336 F. Supp. 2d 1213, 1217–18 (S.D. Fla. 2004)). Accordingly, Plaintiff may establish liability as to Counts I, II and IV if it has adequately pled trademark infringement

and that the infringement had a detrimental effect on Plaintiff. For the reasons that follow, the Court finds that Plaintiff has pled sufficient facts to establish all three claims.

For the first element of a trademark infringement claim, Plaintiff has pled that it had prior rights to the Taylor Made Golf Marks. *See* ECF No. [23] ¶¶ 17–21. The second element of trademark infringement (as well as false designation of origin) requires that Plaintiff allege that Defendants' mark was so similar that it was likely to cause confusion or deception. *Fendi S.r.l. v. Bag,* No. 19-cv-61356, 2019 WL 4693677, at *2 (S.D. Fla. Aug. 28, 2019). In the Amended Complaint, Plaintiff alleges that "Defendants' concurrent counterfeiting and infringing activities are likely to cause and cause confusion, mistake, and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' Counterfeit Goods" because Defendants' goods "are virtually identical in appearance to Taylor Made Golf's genuine goods." ECF No. [23] ¶¶ 46, 52. Additionally, the visual inspections and reviews conducted by Plaintiff support the allegations that Defendants have used counterfeit versions of the Taylor Made Golf Marks, and that they use the E-commerce Store Names to promote, advertise, distribute, and sell those counterfeit goods in interstate commerce. *See* ECF Nos. [8]; [8-1]–[8-7]; [23] ¶ 26; [34-1]. Further, Plaintiff has used the Taylor Made Golf Marks "in interstate commerce to identify and distinguish Taylor Made Golf's high-quality goods for an extended period." ECF No. [23] ¶ 18. The Taylor Made Golf Marks, which Plaintiff alleges are famous, distinctive, and entitled to protection, have never been assigned

or licensed to any of the Defendants in this matter and have never been abandoned. *Id.* at ¶¶ 20–24; *see also* ECF No. [8-1] at ¶¶ 7–8, 10. Defendants allegedly use identical copies of the Taylor Made Golf Marks on counterfeit products of substantially different quality and offer those products for sale on the Internet through the various Selling E-commerce Store Names, in a manner confusingly similar to the way in which Plaintiff uses its own authentic marks. ECF No. [23] at ¶¶ 26–28. The Court is required to accept these factual allegations as true in light of Defendants' default. Accordingly, the Court finds that Plaintiff has adequately stated a cause of action as to Counts I, II, and IV. *See Tiffany*, 2016 WL 8679081, at *3.

2. Count III

To prevail on a Florida common law unfair competition claim, a plaintiff must prove that:

> (1) the plaintiff is the prior user of the mark; (2) the mark is arbitrary, suggestive, or has secondary meaning; (3) the defendant is using a confusingly similar mark to indicate similar goods marketed in competition with the plaintiff in the same trade area in which the plaintiff has already established its mark; and (4) because of the defendant's action, consumer confusion regarding the defendant's goods is likely.

Tiffany, 2016 WL 8679081, at *5 (citing *PetMed Express, Inc.*, 336 F. Supp. 2d at 1219).

With respect to the first element, Plaintiff has pled that its use of the Taylor Made Golf Marks predates Defendants' use. ECF No. [23] ¶ 18. Second, Plaintiff has alleged that the Taylor Made Golf Marks are famous and have secondary meaning as identifiers of high-quality goods. *Id.* at ¶¶ 19–23. As to the third and fourth elements,

Plaintiff alleges that Defendants are each "promoting, advertising, distributing, offering for sale, and/or selling" counterfeit goods that are "confusingly similar imitations of one or more of the Taylor Made Golf Marks" and Defendants are doing so "through at least the e-commerce stores operating under the Selling E-commerce Store Names." *Id.* at ¶ 26. Accordingly, Plaintiff has demonstrated that Defendants are liable for unfair competition, as alleged in Count III.

B. Plaintiff Is Entitled to Relief.

Given that Plaintiff has established Defendants' liability, as discussed above, the Court turns to the issue of the appropriate relief for each Count.

1. Plaintiff is Entitled to a Permanent Injunction Against Defendants.

Pursuant to the Lanham Act, a court may 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." *Tiffany*, 2016 WL 8679081, at *5 (quoting 15 U.S.C. § 1116(a)). To obtain a permanent injunction pursuant to 15 U.S.C. § 1116, a plaintiff must demonstrate that:

> (1) it has suffered an irreparable injury; (2) remedies at law, such as monetary damages, are inadequate to compensate for that injury; (3) considering the balance of hardship between plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction.

Id. (citing *eBay, Inc. v. MercExchange, LLC*, 547 U.S. 388, 391 (2006)). For trademark and unfair competition cases, "[i]njunctive relief is the remedy of choice . . . since there is no adequate remedy at law for the injury caused by a defendant's continuing

infringement." *Id*. at *6 (quoting *Burger King Corp. v. Agad*, 911 F. Supp. 1499, 1509–10 (S.D. Fla. 1995)).

The Court finds that Plaintiff has met its burden to demonstrate that it is entitled to a permanent injunction against Defendants. First, Plaintiff has established that it has suffered and will continue to suffer irreparable injury because the counterfeit goods that are promoted, advertised, and offered for sale by Defendants are nearly identical to Plaintiff's genuine goods utilizing the Taylor Made Golf Marks such that consumers would confuse Defendants' counterfeit goods for Plaintiff's genuine goods. *See* ECF No. [23] ¶¶ 26, 41, 49, 57, 62, 68. Indeed, in trademark cases, "a sufficiently strong showing of likelihood of confusion . . . may by itself constitute a showing of a substantial threat of irreparable harm." *Tiffany*, 2016 WL 8679081, at *6 (quoting *McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1306 (11th Cir. 1998)). Second, Plaintiff has no adequate remedy at law if Defendants continue their infringing activities because Plaintiff has no control over the quality of goods that are easily confused with theirs, and monetary damages alone will not cure the harm to Plaintiff's reputation. ECF No. [23] ¶¶ 40, 57, 62, 68. Third, the balance of hardships favors Plaintiff due to its inability to control its reputation in the marketplace. *See Chanel, Inc. v. J.M.C. Wholesale, Inc.*, No. 12-cv-21919, 2013 WL 12247802, at *4 (S.D. Fla. Apr. 22, 2013); ECF Nos. [23] ¶ 57; [34] at 12–13. By contrast, Defendants face no hardship if they are prohibited from the infringement of Plaintiff's trademarks, which is an illegal act. *See id.; see also Tiffany*, 2016 WL 8679081, at *6. Finally, it is in the public interest to issue "a permanent injunction

against Defendants to prevent consumers from being misled by Defendants' products." *Atmos Nation, LLC v. Pana Depot, Inc.*, No. 14-cv-62620, 2015 WL 11198010, at *3 (S.D. Fla. Apr. 8, 2015).

In sum, Plaintiff has demonstrated that it is entitled to injunctive relief against Defendants in this case.

2. Plaintiff is Entitled to Statutory Damages.

In addition to injunction relief, Plaintiff also seeks statutory damages as to its counterfeiting and infringement claim in Count I, pursuant to 15 U.S.C. § 1117(c). The Court addresses the grounds for damages below.

a. Damages as to Count I[3]

In trademark counterfeiting matters, the Lanham Act provides "that a plaintiff may elect an award of statutory damages at any time before final judgment is rendered in the sum of not less than $1,000.00 nor more than $200,000.00 per counterfeit mark per type of good." *Louis Vuitton Malletier v. aaaimitationbags.com*, No. 18-cv-62354, 2019 WL 2008910, at *5 (S.D. Fla. Mar. 29, 2019) (citing 15 U.S.C. § 1117(c)(1)). Moreover, where a court "finds Defendants' counterfeiting actions were willful, it may impose damages above the maximum limit up to $2,000,000.00 per mark per type of good. *Id.* (citing *id.* § 1117(c)(2)). Such damages are particularly appropriate in the default judgment context, given the difficulty of ascertaining the defendants' profits because the defendants have not responded to complaints or

[3] In the Motion for Default, Plaintiff submits that "judgment on Counts II, III, and IV should be limited to the amount awarded pursuant to Count I and entry of the requested equitable relief." ECF No. [34] at 20.

motions nor participated in discovery. *See Tiffany*, 2016 WL 8679081, at *7 (citing *Tiffany (NJ) LLC v. Dongping*, No. 10-cv-61214, 2010 WL 4450451, at *6 (S.D. Fla. Oct. 29, 2010); *Rolex Watch U.S.A., Inc. v. Lynch*, No. 12-cv-00542, 2013 WL 2897939, at *6 (M.D. Fla. June 12, 2013); *Nike, Inc. v. Lynder*, No. 07-cv-01654, 2008 WL 4426633, at *4 (M.D. Fla. Sept. 25, 2008)). The Court has wide discretion in determining the appropriate amount of statutory damages, and statutory damages may be properly awarded even where a plaintiff is unable to prove actual damages due to defendants' infringement. *Louis Vuitton Malletier*, 2019 WL 2008910, at *5. Further, statutory damages in this context are "intended not just for compensation for losses, but also to deter wrongful conduct." *PetMed Express, Inc.*, 336 F.Supp.2d at 1220–21.

Here, Plaintiff has alleged that each Defendant promoted, distributed, advertised, offered for sale, and/or sold at least one type of good bearing at least one counterfeit Taylor Made Golf Mark. *See* ECF No. [23] ¶¶ 17, 26–27. Plaintiff has also alleged that "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 Taylor Made Golf" and that "Defendants are simultaneously using counterfeits and infringements of one or more of the Taylor Made Golf Marks to unfairly compete with Taylor Made Golf and others . . . ." *Id.* at ¶¶ 27, 55. Courts may infer willfulness where, as here, Defendants have defaulted. *See Louis Vuitton Malletier*, 2019 WL 2008910, at *5 (citing *Arista*

Records, Inc. v. Beker Enters., Inc., 298 F. Supp. 2d 1310, 1313 (S.D. Fla. 2003); *PetMed Express, Inc.*, 336 F. Supp. 2d at 1217).

In light of Plaintiff's well-pled allegations and the Court's finding that Defendants are liable for the claims asserted in the Complaint, the Court is permitted "to award up to $2,000,000.00 per infringing mark on each type of good as statutory damages to ensure Defendants do not continue their intentional and willful counterfeiting activities." *Louis Vuitton Malletier*, 2019 WL 2008910, at *5. Here, Plaintiff requests the Court to award statutory damages of $100,000.00 per trademark counterfeited per type of good offered for sale and/or sold by each Defendant to Plaintiff's investigator. ECF No. [34] at 18–19. Accordingly, given the available evidence in this case and the goal of deterrence, the Court finds, in its discretion, that an award of $100,000.00 per trademark counterfeited per type of good offered as to each Defendant, which is within the range of statutory damages available, is just, as it "should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Plaintiff's trademarks, compensate Plaintiff, and punish Defendants — all stated goals of 15 U.S.C. section 1117(c)." *See e.g., Chanel, Inc.,* 2023 WL 2540439, at *6 (quoting *Louis Vuitton Malletier*, 2019 WL 2008910, at *6) (recommending that Plaintiff's request for an award of statutory damages in the amount of $100,000.00 against each Defendant for trademark infringement be granted); *Chanel, Inc., v. Individuals,* No. 24-cv-22823-JB, 2024 WL 5267144, at *5 (S.D. Fla. Sept. 25, 2024) (awarding statutory damages of $100,000.00 per trademark counterfeited, per type of good offered against each Defendant). Thus,

the Court will award $100,000.00 per trademark counterfeited per type of good offered as to each Defendant.

III. CONCLUSION

For the foregoing reasons, Plaintiff is entitled to the entry of default final judgment. Accordingly, it is hereby **ORDERED AND ADJUDGED** that Plaintiff's Motion for Default Judgment, ECF No. [34], is **GRANTED**. Default final judgment and a permanent injunction will be entered by separate order.

DONE AND ORDERED in Miami, Florida this 30th day of October, 2025.

JACQUELINE BECERRA
UNITED STATES DISTRICT JUDGE