

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 25-cv-20181-BLOOM/Elfenbein

S.A.S JEAN CASSEGRAIN, *et al.*,

Plaintiffs,

vs.

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

Defendants.

ORDER ON MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT

THIS CAUSE is before the Court upon Plaintiffs, S.A.S Jean Cassegrain and Longchamp USA, Inc. ("Plaintiffs"), Motion for Entry of Default Final Judgment Against Defendants, ECF No. [33] ("Motion"), filed on March 26, 2025. A Clerk's Default was entered against Defendants on March 21, 2025, ECF No. [31], as Defendants failed to appear, answer, or otherwise plead to the Amended Complaint, ECF No. [19], despite having been served. *See* ECF No. [28]. The Court has carefully considered the Motion, the record in this case, the applicable law, and is otherwise fully advised. For the following reasons, Plaintiffs' Motion is granted.

II. INTRODUCTION

Plaintiffs sued Defendants for trademark counterfeiting and infringement under § 32 of the Lanham Act, 15 U.S.C. § 1114; false designation of origin under § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); cybersquatting under § 43(d) of the Lanham Act; common-law unfair competition; and common-law trademark infringement. The Amended Complaint alleges that Defendants are promoting, advertising, distributing, offering for sale, and/or selling goods bearing

and/or using counterfeits and confusingly similar imitations of Plaintiffs' registered trademarks within the Southern District of Florida through various Internet based e-commerce stores operating under their seller names identified on Schedule "A" attached to Plaintiffs' Motion for Entry of Default Final Judgment (the "E-commerce Store Names"). *See* Motion, ECF No. [33] at 19-21.

Plaintiffs further assert that Defendants' unlawful activities have caused and will continue to cause irreparable injury to Plaintiffs because Defendants have (1) deprived Plaintiffs of their right to determine the manner in which their trademarks are presented to the public through merchandising; (2) defrauded the public into thinking Defendants' goods are goods authorized by Plaintiffs; (3) deceived the public as to Plaintiffs' association with Defendants' goods and the e-commerce stores that market and sell the goods; and (4) wrongfully traded and capitalized on Plaintiffs' reputation and goodwill, as well as the commercial value of Plaintiffs' trademarks.

In their Motion, Plaintiffs seek the entry of default final judgment against Defendants¹ in an action alleging trademark counterfeiting and infringement, false designation of origin, cybersquatting, common-law unfair competition, and common-law trademark infringement. Plaintiffs further request that the Court (1) enjoin Defendants from producing or selling goods that infringe their trademarks; (2) cancel, or at Plaintiffs' election, transfer the E-commerce Store Names to Plaintiffs; (3) assign all rights, title, and interest to the E-commerce Store Names to Plaintiffs and permanently disable, delist, or deindex the websites' uniform resource locators ("URLs") of the E-commerce Store Names from all internet search engines; (4) require Defendants to request in writing permanent termination of any messaging services, E-commerce Store Names, usernames, and social media accounts they own, operate, or control on any messaging service, e-commerce marketplace, or social media website; (5) authorize Plaintiffs to

¹ Defendants are the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" of Plaintiffs' Motion, and Schedule "A" of this Order. *See* Motion ECF No. [33] at 19-21.

request any e-mail service provider permanently suspend the e-mail addresses which are or have been used by Defendants in connection with Defendants’ promotion, offering for sale, and/or sale of goods bearing and/or using counterfeits and/or infringements of Plaintiffs’ trademarks; and (6) award statutory damages.

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. “[A] defendant’s default does not in itself warrant the court entering a default judgment.” *DirecTV, Inc. v. Huynh*, 318 F. Supp. 2d 1122, 1127 (M.D. Ala. 2004) (quoting *Nishimatsu Constr. Co., Ltd. v. Houston Nat’l Bank*, 515 F.2d 1200, 1206 (5th Cir. 1975)). Granting a motion for default judgment is within the trial court’s discretion. *Nishimatsu*, 515 F.2d at 1206. Because the defendant is not held to admit facts that are not well pleaded or to admit conclusions of law, the court must first determine whether there is a sufficient basis in the pleading for the judgment to be entered. *See id.*; *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 . . .”). Upon a review of Plaintiffs’ submissions, it appears there is a sufficient basis in the pleading for the default judgment to be entered in favor of Plaintiffs.

II. FACTUAL BACKGROUND²

Plaintiff S.A.S Jean Cassegrain is the owner of the following trademarks (the “Longchamp Marks”), which are valid and registered on the Principal Register of the United States Patent and Trademark Office (USPTO):

Trademark	Registration Number	Registration Date	Class / Goods
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² The factual background is taken from Plaintiffs’ Amended Complaint, ECF No. [19], Plaintiffs’ Motion for Entry of Default Final Judgment Against Defendants, ECF No. [33], and supporting evidentiary submissions.

LONGCHAMP	1,279,796	May 29, 1984	<p>IC 016: Articles at Least Partly Made of Leather and/or Imitation Leather-Namely, Checkbook Cases, Note Pad Holders, Address Books, Pencil Holders, and Engagement Book Covers</p> <p>IC 018: Articles of Leather and/or Imitation Leather-Namely, Travel Bags, Handbags, Shoulder Bags, Garment Bags for Travel, Clutch Purses, Vanity Cases Sold Empty, Cosmetic Cases Sold Empty, Billfolds, Briefcases, Attache Cases, Money Pouches, Business and Credit Card Cases, Wallets, Overnight Cases, Suitcases, Keyholding Cases, Luggage Identification Tag Holders, Detachable Shoulder Straps for Shoulder Bags and Travel Bags and Luggage Reinforcement Straps and Shopping Bags</p> <p>IC 034: Articles of Leather and/or Imitation Leather-Namely, Cigarette Cases</p>
	3,064,959	March 7, 2006	IC 018: Handbags
LE PLIAGE	3,261,714	July 10, 2007	<p>IC 018: Handbags and Travel Bags; Cosmetic Cases Sold Empty, Coin Purses</p> <p>IC 035: Computerized On-Line Retail Services in the Field of Handbags and Travel Bags</p>
	4,012,970	August 16, 2011	<p>IC 006: Metal Key Holders</p> <p>IC 009: Eyeglass Cases; Cell Phone Cases</p> <p>IC 014: Precious Metals and their Alloys, and Goods in Precious Metals or Coated Therewith, Namely, Bracelets, Charms, Jewelry Chains,</p>

		<p>Neck Chains, and Key Rings, Necklaces, Jewelry, Key-Holders of Precious Metals</p> <p>IC 016: Printed Matters, Namely, Note Pads, Stationery and Printed Stationery; Writing Materials, Namely, Pens, Writing Instruments, Bags of Paper or Plastic for Packaging, Pouches Specially Adapted for Holding Writing Instruments or Printed Business and Personal Record Documents; Paper and Plastic Shopping Bags</p> <p>IC 018: Goods Made of Leather or of Imitations of Leather, Namely, Luggage, Traveling Bags, Traveling Sets Being Luggage, Garment Bags for Travel, Rucksacks, Handbags, Beach Bags, Reusable Shopping Bags, Shoulder Bags, Attache-Cases, Briefcases; Leather Pouches, Fine Leather Goods, Namely, Pocket Wallets, Purses, Credit Card Holders, Umbrellas</p> <p>IC 025: Clothing for Women and Clothing of Leather and Clothing Made from Imitations of Leather, Namely, Shorts, Bermuda Shorts, Pants, Jumpsuits; Shirts, Blouses, Jackets, Blousons, Cardigans, Pullovers, T-Shirts, Sweatshirts, Suits, Parkas, Coats, Raincoats, Skirts, Dresses, Belts, Money Belts, Neckties, Gloves, Stoles, Scarves, Sashes, Shawls; Footwear other than Orthopedic; Headwear; Hats; Caps</p> <p>IC 034: Smoker's Articles, Namely, Cigar Cases</p> <p>IC 035: Online Advertising through a Computer Network; Direct Mail Advertising; Organization of</p>
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		Exhibitions for Commercial or Advertising Purposes; Presentation of Goods on all Means of Communication for Retail Purposes; Retail Store Services of Various Items of Leather Goods, Jewelry, Timepieces, Optical Goods, Stationery, Pens, Umbrellas, Smokers' Articles, Clothing and Footwear; Computerized Online Retail Store Services of Various Items of Leather Goods, Jewelry, Timepieces, Optical Goods, Stationery, Pens, Umbrellas, Smokers' Articles, Clothing and Footwear
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See Decl. of Marilyne Serafin (Serafin Decl.), ECF No. [9-1] ¶ 4; ECF No. [19-1] (containing Certificates of Registrations for the Longchamp Marks at issue). The Longchamp Marks are used in connection with the manufacture, promotion, distribution, and sale of high-quality goods in the categories identified above. See Serafin Decl., ECF No. [9-1] ¶¶ 4-6.

Defendants, by operating the Internet based e-commerce stores under the seller names (the “E-commerce Store Names”) identified on Schedule “A” have advertised, promoted, offered for sale, or sold goods bearing and/or using what Plaintiffs have determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Longchamp Marks. See *id.* ¶¶ 9-13; Decl. of Stephen M. Gaffigan (Gaffigan Decl.), ECF No. [9-2] ¶¶ 2-3; Decl. of Kathleen Burns (Burns Decl.), ECF No. [9-3] ¶ 4.

Although each Defendant may not copy and infringe each of the Longchamp Marks for each category of goods protected, Plaintiffs have submitted sufficient evidence showing that each Defendant has infringed at least one or more of the Longchamp Marks. See Serafin Decl., ECF No. [9-1] ¶¶ 9-13. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the Longchamp Marks. *Id.* ¶¶ 9, 12-13.

Plaintiffs' counsel retained Invisible Inc ("Invisible"), a licensed private investigative firm, to investigate the promotion and sale of counterfeit and infringing versions of Plaintiffs' branded products by Defendants and to obtain the available payment account data for receipt of funds paid to Defendants for the sale of counterfeit and infringing versions of Plaintiffs' branded products. *See* Serafin Decl., ECF No. [9-1] ¶ 10; Gaffigan Decl., ECF No. [9-2] ¶ 2; Burns Decl., ECF No. [10-3] ¶ 3. Invisible accessed the Internet based e-commerce stores³ operating under Defendants' respective E-commerce Store Names, placed an order from each Defendant for the purchase of a product bearing and/or using counterfeits at least one of the Longchamp Marks and requested each product be shipped to the Southern District of Florida. *See* Burns Decl., ECF No. [9-3] ¶ 4 and ECF Nos. [9-4] – [9-5]. Each order was processed entirely online and following the submission of the orders, Invisible received information for finalizing payment⁴ for the various products ordered on each of the Defendants' e-commerce stores as identified on Schedule "A."⁵ *See id.* At the conclusion of the process, the detailed web page captures of the various products bearing and/or using the Longchamp Marks offered for sale and ordered via Defendants' E-commerce Store Names were sent to Plaintiffs' representative for inspection. *See* Serafin Decl., ECF No. [9-1] ¶¶ 4, 11-12; Gaffigan Decl., ECF No. [9-2] ¶ 2; Burns Decl., ECF No. [9-3] ¶ 4.

³ Defendant 16 uses one of its E-commerce Store Names to act as a supporting e-commerce store to direct traffic to another one of its e-commerce stores from which consumers can complete purchases. *See* Burns Decl., ECF No. [9-3] ¶ 4, n.1.

⁴ Invisible did not transmit the funds to finalize the sale for orders from many of the Defendants so as to avoid adding additional funds to Defendants' coffers. (Gaffigan Decl., ECF No. [9-2] ¶ 2 n.1; Burns Decl., ECF No. [9-3] ¶ 4 n.2.)

⁵ Certain Defendants provided contact e-mail addresses in connection with their respective E-commerce Store Names; accordingly, these additional forms of electronic contact are included in Schedule "A." *See* Burns Decl., ECF No. [9-3] ¶ 4, n.3.

Plaintiffs' representative reviewed and visually inspected the detailed web page captures reflecting the products bearing and/or using the Longchamp Marks offered for sale and ordered by Invisible, and determined the products were non-genuine, unauthorized versions of Plaintiffs' goods. *See* Serafin Decl., ECF No. [9-1] ¶¶ 12-23.

III. DISCUSSION

A. Claims

1. Trademark Counterfeiting and Infringement Under 15 U.S.C. § 1114 (Count I)

Section 32 of the Lanham Act, 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. In order to prevail on their trademark infringement claim under Section 32 of the Lanham Act, Plaintiffs must demonstrate that (1) they had prior rights to the mark at issue; and (2) Defendants adopted a mark or name that was the same, or confusingly similar to Plaintiffs' trademark, 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)).

2. False Designation of Origin Under 15 U.S.C. § 1125(a) (Count II)

To prevail on a claim for false designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), 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 that 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. *See* 15 U.S.C. § 1125(a)(1). The test for liability for false

designation of origin under 15 U.S.C. § 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. *See Two Pesos, Inc. v. Taco Cabana, Inc.*, 505 U.S. 763, 780 (1992).

3. *Cybersquatting Under 15 U.S.C. § 1125(d) (Count III)*

The Anticybersquatting Consumer Protection Act (“ACPA”) protects the owner of a distinctive or famous trademark from another’s bad faith intent to profit from the trademark owner’s mark by registering or using a domain name that is identical or confusingly similar to, or dilutive of, the trademark owner’s mark without regard to the goods or services of the parties. *See* 15 U.S.C. § 1125(d). “To prevail under the ACPA, a plaintiff must prove that (1) its mark is distinctive or famous and entitled to protection; (2) the defendant’s domain name is identical or confusingly similar to the plaintiff’s mark; and (3) the defendant registered or used the domain name with a bad faith intent to profit.” *Bavaro Palace, S.A. v. Vacation Tours, Inc.*, 203 F. App’x 252, 256 (11th Cir. 2006) (citing *Shields v. Zuccarini*, 254 F.3d 476, 482 (3d Cir. 2001)).

4. *Common Law Unfair Competition and Trademark Infringement (Counts IV and V)*

Whether a defendant’s use of a plaintiff’s trademarks created 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 Florida common law. *Rolex Watch U.S.A., Inc. v. Forrester*, No. 83-8381-CIV-PAINE, 1986 WL 15668, at *3 (S.D. Fla. Dec. 9, 1986) (“The appropriate test for determining whether there is a likelihood of confusion, and thus trademark infringement, false designation of origin, and unfair competition under the common law of Florida, is set forth in *John H. Harland, Inc. v. Clarke Checks, Inc.*, 711 F.2d 966, 972 (11th Cir. 1983).”); *see also Boston Prof’l Hockey Ass’n, Inc. v. Dallas Cap & Emblem Mfg., Inc.*, 510 F.2d 1004, 1010 (5th Cir. 1975) (“As a general rule . . . the same facts which would support an action for trademark

infringement would also support an action for unfair competition.”).

The analysis of liability for Florida common law trademark infringement is the same as the analysis of liability for trademark infringement under § 32(a) of the Lanham Act. *See PetMed Express, Inc. v. MedPets.com, Inc.*, 336 F. Supp. 2d 1213, 1217-18 (S.D. Fla. 2004).

B. Liability

The well-pled factual allegations of Plaintiffs’ Amended Complaint properly allege the elements for each of the claims described above. *See* ECF No. [19]. Moreover, the factual allegations in Plaintiffs’ Amended Complaint have been substantiated by sworn declarations and other evidence and establish Defendants’ liability under each of the claims asserted in the Amended Complaint. Accordingly, default judgment pursuant to Federal Rule of Civil Procedure 55 is appropriate.

C. Injunctive Relief

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. *See* 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.”).

Permanent injunctive relief is appropriate where a plaintiff demonstrates that (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, 392-93 (2006). Plaintiffs have carried their burden on each of the four factors. Accordingly, permanent injunctive relief is appropriate.

Specifically, 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 LS & Co.'s business reputation and might decrease its legitimate sales.”). 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. *See* ECF No. [19]. Further, the Amended Complaint alleges, and the submissions by Plaintiffs show, that the goods promoted, advertised, offered for sale, and/or sold by Defendants are nearly identical to Plaintiffs' genuine products and that consumers viewing Defendants' counterfeit goods post-sale would actually confuse them for Plaintiffs' genuine products. *See id.* “[D]efendants' actions [are] likely to cause confusion of consumers at the time of initial interest, sale, and in the post-sale setting, who will believe all of Defendants' goods offered for sale in or through Defendants' e-commerce stores are genuine goods originating from, associated with, and/or approved by Plaintiffs.” *See* ECF No. [19] ¶ 26.

Plaintiffs have no adequate remedy at law so long as Defendants continue to operate the E-commerce Store Names because Plaintiffs cannot control the quality of what appears to be their products in the marketplace. An award of monetary damages alone will not cure the injury

to Plaintiffs' reputation and goodwill that will result if Defendants' infringing and counterfeiting actions are allowed to continue. Moreover, Plaintiffs face hardship from loss of sales and their inability to control their reputation in the marketplace. By contrast, Defendants face no hardship if they are prohibited from the infringement of Plaintiffs' trademarks, which is an illegal act.

Finally, the public interest supports 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.”). The Court’s broad equity powers allow it to fashion injunctive relief necessary to stop Defendants’ infringing activities. *See, e.g., Swann v. Charlotte-Mecklenburg Bd. of Educ.*, 402 U.S. 1, 15 (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 . . . [t]he 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.” (citation and internal quotation marks omitted)); *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.”).

Defendants have created an Internet-based counterfeiting scheme in which they are profiting from their deliberate misappropriation of Plaintiffs’ rights. Accordingly, the Court may fashion injunctive relief to eliminate the means by which Defendants are conducting their unlawful activities by canceling or transferring the E-commerce Store Names and all rights, title, and interest to the E-commerce Store Names to Plaintiffs, instructing all search engines to permanently disable, delist, or de-index the websites’ uniform resource locators (“URLs”) and E-commerce Store Names, and permanently suspending the messaging applications, services, and/or

accounts, including e-mail addresses which are or have been used by Defendants, such that these means may no longer be used as instrumentalities to further the sale of counterfeit goods.

D. Statutory Damages for the Use of Counterfeit Marks

In a case involving the use of counterfeit marks in connection with a sale, offering for sale, or distribution of goods, 15 U.S.C. § 1117(c) 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 nor more than \$200,000 per counterfeit mark per type of good. 15 U.S.C. § 1117(c)(1). In addition, if the Court finds that Defendants' counterfeiting actions were willful, it may impose damages above the maximum limit up to \$2,000,000 per mark per type of good. 15 U.S.C. § 1117(c)(2). Pursuant to 15 U.S.C. § 1117(c), Plaintiffs have elected to recover an award of statutory damages as to Count I of the Amended Complaint.

The Court has wide discretion to determine the amount of statutory damages. *See PetMed Express*, 336 F. Supp. 2d at 1219 (citing *Cable/Home Commc'n Corp. v. Network Prod., Inc.*, 902 F.2d 829, 852 (11th Cir. 1990)). An award of statutory damages is appropriate despite a plaintiff's inability to prove actual damages caused by a defendant's infringement. *Under Armour, Inc. v. 5Infljersey.com*, No. 13-62809-CIV, 2014 WL 1652044, at *7 (S.D. Fla. Apr. 23, 2014) (quoting *Ford Motor Co. v. Cross*, 441 F. Supp. 2d 837, 852 (E.D. Mich. 2006) ("[A] successful plaintiff in a trademark infringement case is entitled to recover enhanced statutory damages even where its actual damages are nominal or non-existent.")); *Playboy Enter., Inc. v. Universal Tel-A-Talk, Inc.*, No. CIV.A. 96-6961, 1998 WL 767440, at *8 (E.D. Pa. Nov. 3, 1998) (awarding statutory damages where plaintiff failed to prove actual damages or profits). Indeed, Congress enacted a statutory damages remedy in trademark counterfeiting cases because evidence of a defendant's profits in such cases is almost impossible to ascertain. *See* S. REP. NO. 104-177, pt. V(7) (1995) (discussing purposes of Lanham Act statutory damages); *see also PetMed Express*, 336 F. Supp. 2d at 1220

(statutory damages are “especially appropriate in default judgment cases due to infringer nondisclosure”). This case is no exception.

This Court may award statutory damages “without holding an evidentiary hearing based upon affidavits and other documentary evidence if the facts are not disputed.” *Perry Ellis Int’l, Inc. v. URI Corp.*, No. 06-22020-CIV, 2007 WL 3047143, at *1 (S.D. Fla. Oct. 18, 2007). Although the Court is permitted to conduct a hearing on a default judgment regarding damages pursuant to Fed. R. Civ. P. 55(b)(2)(B), an evidentiary hearing is not necessary where there is sufficient evidence on the record to support the request for damages. *See SEC v. Smyth*, 420 F.3d 1225, 1232 n.13 (11th Cir. 2005) (“Rule 55(b)(2) speaks of evidentiary hearings in a permissive tone . . . We have held that no such hearing is required where all essential evidence is already of record.” (citations omitted)); *see also PetMed Express*, 336 F. Supp. 2d at 1223 (entering default judgment, permanent injunction and statutory damages in a Lanham Act case without a hearing).

Here, the allegations in the Amended Complaint, which are taken as true, clearly establish Defendants intentionally copied Plaintiffs’ Marks for the purpose of deriving the benefit of Plaintiffs’ famous reputation. As such, the Lanham Act permits the Court to award up to \$2,000,000 per infringing mark on each type of good as statutory damages to ensure that Defendants do not continue their intentional and willful counterfeiting activities.

The evidence in this case demonstrates each Defendant promoted, distributed, advertised, offered for sale, and/or sold at least one (1) type of good bearing and/or using at least one (1) mark which were in fact counterfeits of at least one of Plaintiffs’ Marks. *See* ECF No. [19], ¶¶ 16, 25, 50; Serafin Decl., ECF No. [9-1] ¶¶ 4, 11-13; Serafin Decl., in Support of Motion, ECF No. [33-1] ¶ 5 and Ex. 1 thereto, ECF No. [33-2]; Burns Decl., ECF No. [9-3] ¶ 4 and Comp. Ex. 1 thereto, ECF Nos. [9-4 through 9-5]. Based on the above considerations, Plaintiffs suggest the Court award

statutory damages by starting with a baseline of twenty thousand dollars (\$20,000.00), trebled to reflect Defendants' willfulness, and doubled for the purpose of deterrence, resulting in one hundred twenty thousand dollars (\$120,000.00) per trademark counterfeited per type of good offered for sale and/or sold per Defendant. *See* Serafin Decl. in Support of Motion, ECF No. [33-1] ¶¶ 5-7 and Ex. 1 thereto, ECF No. [33-2]. The award should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Plaintiffs' trademarks, compensate Plaintiffs, and punish Defendants, all stated goals of 15 U.S.C. § 1117(c). The Court finds that this award of statutory damages falls within the permissible statutory range under 15 U.S.C. § 1117(c) and is just.

E. Damages for False Designation of Origin

Plaintiffs' Amended Complaint also sets forth a cause of action for false designation of origin pursuant to § 43(a) of the Lanham Act (Count II). *See* 15 U.S.C. § 1125(a). As to Count II, the allowed scope of monetary damages is also encompassed in 15 U.S.C. § 1117(c). Accordingly, judgment on Count II is limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

F. Damages for Cybersquatting

Plaintiffs' Amended Complaint also sets forth a cause of action against Defendant Numbers 1-31 (the "Cybersquatting Defendants") for cybersquatting pursuant to the ACPA, 15 U.S.C. § 1125(d). As admitted by default, and established by the evidence submitted, the Cybersquatting Defendants have acted with the bad-faith intent to profit from the Longchamp Marks and the goodwill associated with the Longchamp Marks by registering their corresponding E-commerce Store Name (the "Cybersquatted E-commerce Store Names"). *See* ECF No. [19] at ¶ 65. The Cybersquatted E-commerce Store Names incorporate one or more of the Longchamp

Marks in their entirety, surrounded by descriptive or generic terms, rendering the domain names nearly identical to the Longchamp Marks.

Upon a finding of liability, the ACPA expressly empowers the Court to “order the forfeiture or cancellation of the domain name or the transfer of the domain name to the owner of the mark.” 15 U.S.C. § 1125(d)(1)(c); *Victoria’s Cyber Secret Ltd. P’ship v. Secret Catalogue, Inc.*, 161 F. Supp. 2d 1339, 1356 (S.D. Fla. 2001). Accordingly, Plaintiffs are entitled to the transfer and ownership of the Cybersquatted E-commerce Store Names because they are confusingly similar to at least one of the Longchamp Marks.

Additionally, Plaintiffs may elect at any time before final judgment to recover actual damages or statutory damages of not less than \$1,000.00 and not more than \$100,000.00 per domain name, as the court considers just. 15 U.S.C. § 1117(d). Plaintiffs have elected statutory damages and request, in view of the Cybersquatting Defendants’ intentional, wrongful behavior, an award in the amount of \$10,000.00 for each of the Cybersquatted E-commerce Store Names. *See* ECF No. [33] at 15-17; *see also Taverna Opa Trademark Corp. v. Ismail*, 2010 U.S. Dist. LEXIS 53606, 2010 WL 1838384, at *3 (S.D. Fla. May 6, 2010) (awarding \$10,000.00 in statutory damages for domain name at issue). The Court finds that this amount is reasonable and, therefore, awards such damages.

G. Damages for Common Law Unfair Competition and Trademark Infringement

Plaintiffs’ Amended Complaint further sets forth a cause of action under Florida’s common law of unfair competition (Count IV) and trademark infringement (Count V). Judgment on Count IV and Count V is also limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

IV. CONCLUSION

Accordingly, it is **ORDERED AND ADJUDGED** that Plaintiffs' Motion, **ECF No. [33]**, is **GRANTED** against those Defendants listed in the attached Schedule "A." Default Final Judgment will be entered by separate order.

DONE AND ORDERED in Chambers at Miami, Florida, on March 31, 2025.



BETH BLOOM
UNITED STATES DISTRICT JUDGE

Copies to:

Counsel of Record

SCHEDULE "A"
DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, AND E-MAIL ADDRESSES

Def. No.	Defendant / E-commerce Store Name	Payee Information	Merchant ID	PayPal E-mail	E-mail Addresses
1	long-champ.com.tr		CFMN9AY679 26C		
1	longchampargentina.com		CFMN9AY679 26C		
2	buylongchampshop.com		MRBPVAEQB EHM2		admin@buylongchampshop.com
		More Four Less		blgbjdkkeytau@hotmai.com	admin@buylongchampshop.com
			L43WSVNQ93 YV6		admin@buylongchampshop.com
3	<i>Dismissed</i>				
4	longchampbagireland.com	Ceridian Hcm Holding Inc.	PVGNHMJNQ 45HQ		
5	longchampbagoutletusa.com		8WXPR9C26A MM6		
		FRANK ENGLAND		herculeslinde46@gmail.com	no-reply-aws@trackingorder.online
6	longchampbagsk.com	TIANAORTEGA	DLHZM82B53 SZ2		
7	longchampbagsuae.com	ROBERTROBERTSON	AXCJ8QF8XT CPY		
7	longchamp-colombia.com	ROBERTROBERTSON	AXCJ8QF8XT CPY		
8	longchambolsoschile.com	ADAMGRECO	VDK7SGV6N GGJL		
		jazares martins	4TUJ5B5LQR D9U		
		bernice tillman	2UP5MZM6X5 2DS		
		kristie hunter	X9MJT73W4V R5Q		
		tuyen dang	FCB6DP6AFL ARC		
		marsha cummings	GAXQPW5KZ L98A		
9	longchampcantaturkiyefiyatlarl.com		XQCBUCLRA 4NSJ		

10	longchamphenchile.com		9QPQFYZLFA PW2		
11	longchamp-factory-outlet.com		26VLN58X8T V6E		
12	<i>Dismissed</i>				
13	longchamp-ksa.com	Camille Marston	K9AUBEQFY ULPQ		
		kathleen harvey	EZAAZ39R5D 5F8		
		kathleen harvey	DYV3JM4V99 3RS		
		maryann kolas	ER93V6DHUC N8J		
		maryann kolas	Q9ZQMLY5A4 SVN		
		janetcruz	Y6WEE29E7F AQQ		
		janetcruz	7TH33QKUW VGDY		
		maryann kolas	Y6AG66VYFF HDY		
14	<i>Dismissed</i>				
15	longchamlondonoutlet.com	sharon hotwick	6X8HSTDVU5 VEE		
16	longchampnyc.com		E84WBWRLJF CS4		
16	longchampnewyork.com				
17	longchamposterreich.at	Patricia Benson	W6QEBC9HRF 3GU @PatriciaBricia 27336		
18	longchampoutletpolska.pl		XC3F47XABZ L6S		
19	longchampoutletsfactory.com		76YHCLJQ953 3L		
20	longchamp- outletstoreonline.com		E7SUQWATY VMVN		
21	longchampportugallojas.com	Cle.Mser	N7YMC7HVQ C5SW		
22	longchamp-romania.com		GYK7ENRF3S PSN		
23	longchampslovenija.com	LINXIAN	QJYCM85GAR BLQ		
24	longchampsrbija.com	LUOJIANW EI	VVRWKDZ8P 3JFW		

25	longchamptasche.com		AHYH2WWSV 2EJU		admin@longchamptaschen.com
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			FHVUDUPACJ YR6		admin@longchamptaschen.com
26	longchamptr.com		HRVEVBB3V UUDJ		
			RJ94ZJYUZ5X ME		
			YRDA6HMY WY3KY		
27	longchamp-turkey.com	BARFIELD LEON	XC2H4RJ2EW RF2		
		WayneBanne r93@hotmail .com	VWKYS3WUZ EK4A		
28	longchampuadubaimall.com	BonesteelBer trand26@gm ail.com	FF2ADSZQEB JP6		
29	longchampuaesale.com		JRRMNBHA45 CES		
30	longchampukwebsite.com	JENNIFERC HAMBERS	X3YUDJ3BLB 72J		
31	newlongchampstore.com		WUDTDPVBE M4NQ		admin@newlongchampstore.com
			B4SN679ML4J QA		admin@newlongchampstore.com
			5MMTR42R5 M3KS		admin@newlongchampstore.com
			4FSVGQP3245 X8		admin@newlongchampstore.com
			5WENT9EL48 GA6		admin@newlongchampstore.com
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