

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 25-21058-CIV-ALTMAN**

OMEGA SA,

Plaintiff,

vs.

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

Defendants.

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

Plaintiff, Omega SA (“Omega” or “Plaintiff”), by and through its undersigned counsel, hereby moves this Honorable Court for an entry of default final judgment against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule “A” hereto (“Defendants”). In support thereof, Omega submits the following Memorandum of Law.

I. INTRODUCTION

Omega initiated this action against Defendants through the filing of its Complaint and subsequent Amended Complaint 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 common law (Count IV). Defendants are in default, and the prerequisites for a default judgment have been met. As relief, Omega seeks default judgment finding Defendants liable on all counts of Omega’s Amended Complaint. Omega prays such judgment includes the entry of a permanent injunction and an award of statutory damages to Omega for each Defendant’s willful counterfeiting

pursuant to 15 U.S.C. § 1117(c),¹ and an order transferring all funds currently restrained or held on account for Defendants by all financial institutions to Omega in partial satisfaction of any award of damages. Omega also requests 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 (i) enjoining Defendants from producing or selling goods that infringe Omega's trademarks; (ii) requiring the cancelation, or at Omega's election, transferring the e-commerce store names at issue to Omega; (assigning all rights, title and interest to the e-commerce stores to Omega and permanently disable, delist or deindex the websites' uniform resource locators ("URLs") and E-commerce Store Names from all internet search engines; (iii) authorize Omega to 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 Omega's trademarks; (iv) require Defendants to request in writing permanent termination of any E-commerce Store Names, usernames, and social media accounts they own, operate, or control on any e-commerce or social media platform, to ensure the associated e-commerce stores may no longer be used as a means for selling goods bearing and/or using counterfeits and infringements of Omega's trademarks and infringing upon Omega's rights.

II. STATEMENT OF FACTS

A. Plaintiff's Rights

Omega is the owner of all rights in and to the federally registered trademarks identified in Paragraph 4 (the "Omega Marks") of the Declaration of Antoine Haller in Support of Plaintiff's

¹ Omega is not requesting the Court award damages against Defendants jointly and severally, therefore, there is no possibility of inconsistent liability, and all Defendants in this case have defaulted on the same allegations.

Ex Parte Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets² (“Haller Decl.”) [ECF No. 6-1], which are used in connection with the manufacture and distribution of high-quality goods in the categories identified therein. (See Haller Decl. ¶¶ 4–5; see also United States Trademark Registrations for the Omega Marks, attached as Comp. Ex. 1 to the Amended Complaint, [ECF No. 17-1], incorporated herein by reference.) The Omega Marks are symbols of Omega’s quality, reputation, and goodwill and have never been abandoned. (Haller Decl. ¶¶ 11–12.) Moreover, Omega expends significant resources developing, advertising, and otherwise promoting its goods and associated trademarks. (Id. ¶ 8.) Accordingly, the Omega Marks qualify as famous marks as the term is used in 15 U.S.C. § 1125(c)(1).

Furthermore, Omega extensively uses, advertises, and promotes the Omega Marks in the United States, in interstate commerce, in association with its high-quality goods, and has carefully monitored and policed the use of the Omega Marks. (Id. ¶¶ 5, 8–12.) As a result of Omega’s efforts, the Omega Marks have acquired fame in the consumer market. (Id. 9.) The Omega Marks are widely recognized trademarks among consumers in the United States, and the trademarks have achieved secondary meaning. (Id. 10.) The Omega Marks have come to symbolize the enormous goodwill of Omega’s genuine products throughout the United States. (Id. 11.)

B. Defendants’ Infringing Acts.

As alleged by Omega, admitted by default, and established by the evidence submitted herewith, Defendants operate and control the Internet based e-commerce stores under their seller names identified on Schedule “A” hereto (the “E-commerce Store Names”). As such, Defendants

² Plaintiff’s *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets (the “Appl. for TRO”), filed on March 10, 2025, and all declarations and exhibits attached thereto, are incorporated herein by reference. (See [ECF No. 6].)

are the active, conscious, and dominant forces behind the promotion, advertisement, distribution, offering for sale, and sale of goods via the E-commerce Store Names bearing and/or using counterfeit and confusingly similar imitations of the Omega Marks (the “Counterfeit Goods”). (See Am. Compl. ¶¶ 8–14, 21; see also Haller Decl. ¶¶ 14, 16–18; Declaration of Virgilio Gigante in Support of Plaintiff’s Appl. for TRO (“Gigante Decl.”) ¶¶ 2–3 [ECF No. 6-2]; Declaration of Kathleen Burns in Support of Plaintiff’s Appl. for TRO (“Burns Decl.”) ¶ 4, [ECF No. 6-4], Declaration of Kathleen Burns in Support of Plaintiff’s Notice of Identification of Additional Aliases for Defendant Numbers 1, 6, 10, 14, 16, and 31 and Additional Financial Accounts Used by Defendant Numbers 1, 4, 5, 6, 10, 14, 16, 22, 31, and 34³ (“Burns Decl. in Support of Notice”) ¶ 5, [ECF No. 28-1]; see also web pages from Defendants’ E-commerce Store Names displaying the counterfeit Omega branded items offered for sale attached as Comp. Ex. 1 to the Burns Decl., [ECF No. 6-5 through 6-7]; Comp. Ex. 1 to the Burns Decl. in Support of Notice, [ECF No. 28-2], collectively referred to herein as (“Defendants’ E-commerce Store Names”).)

Further, as admitted by Defendants through default, at all times relevant, Defendants had full knowledge of Omega’s ownership of the Omega Marks, including its exclusive right to use and license the Omega Marks and the goodwill associated therewith. (See Am. Compl. ¶ 26.) Defendants do not have, nor have they ever had, the right or authority to use the Omega Marks for any purpose. (See Haller Decl. ¶¶ 14, 17.) However, despite their known lack of authority to do so, Defendants have engaged in the activity of promoting, and otherwise advertising, distributing, selling, and offering for sale their Counterfeit Goods via the E-commerce Store Names. (Am.

³ On May 6, 2025, Omega filed a Notice of Identification of Additional Aliases for Defendant Numbers 1, 6, 10, 14, 16, and 31 and Additional Financial Accounts Used by Defendant Numbers 1, 4, 5, 6, 10, 14, 16, 22, 31, and 34 (“Notice of Additional Aliases and Financial Accounts”), together with a supporting declaration and exhibit, which are incorporated herein by reference. (See [ECF No. 28].)

Compl. ¶¶ 8-14, 21-33, 38-42, 45-50, 53-55, 58-61; see also Haller Decl. ¶¶ 14–18; Declaration of Antoine Haller in Support of Plaintiff’s Motion for Entry Default Final Judgment Against Defendants (“Haller Decl. in Support of DFJ”) ¶¶ 7–8, filed herewith; Gigante Decl. ¶ 2; Burns Decl. ¶ 4; Burns Decl. in Support of Notice ¶ 5.)

Omega’s evidence, obtained because of its investigation of Defendants, clearly demonstrates Defendants are engaged in the fraudulent promotion, advertisement, distribution, offering for sale, and sale of goods bearing and/or using counterfeits of the Omega Marks. Omega’s counsel retained Invisible Inc, (“Invisible”) a licensed private investigative firm, to investigate the promotion and sale of counterfeit Omega-branded products by Defendants and to document the available payment account data for the receipt of funds paid to Defendants for the sale of counterfeit versions of Omega’s branded products. (Haller Decl. ¶ 15; Gigante Decl. ¶ 2; Burns Decl. ¶ 3; Burns Decl. in Support of Notice ¶ 3.) Invisible accessed the e-commerce stores operating under Defendants’ E-commerce Store Names and placed an order for the purchase of a product bearing counterfeits of one or more of the Omega Marks. (See Burns Decl. ¶ 4.) Each order was processed entirely online and following the submission of the orders, Invisible received and documented information for finalizing payment for the products ordered to Defendant’s respective financial accounts, as identified on Schedule “A” hereto.⁴ (Id. and Comp. Ex. 1, thereto.) At the conclusion of the process, the detailed web page captures of the Omega-branded products offered for sale and ordered via Defendants’ E-commerce Store Names were sent to Omega’s representative for inspection. (Haller Decl. ¶¶ 16; Gigante Decl. ¶ 2; Burns Decl. ¶ 4.)

⁴ The means of electronic contact provided by Defendants in connection with their respective Ecommerce Store Names, including customer service e-mail addresses and WhatsApp phone numbers, are also included on Schedule “A.” (See Burns Decl. ¶ 4, n.2; Burns Decl. in Support of Notice ¶ 5, n.3.)

Omega learned that Defendant Numbers 1, 4, 5, 6, 10, 14, 16, 22, 31, and 34 were using additional payment accounts to receive payment for the sale of counterfeit and infringing versions of Omega's branded products through their E-commerce Store Names using additional payment accounts (the "Additional Financial Accounts"). (See Burns Decl. in Support of Notice ¶ 5 and Comp. Ex. 1 thereto.) Further, Invisible identified the additional alias e-commerce store names identified in Schedule "B" to the Burns Decl. in Support of Notice ("Additional E-commerce Store Names") registered, operated, and/or maintained by Defendant Numbers 1, 6, 10, 14, 16, and 31, that were offering for sale goods bearing and/or using the Omega Marks. (See Burns Decl. in Support of Notice ¶ 6.) Invisible continued its investigation and accessed the e-commerce stores operating under Defendant Numbers 1, 4, 5, 6, 10, 14, 16, 22, 31, and 34's E-commerce Store Names and the Additional E-commerce Store Names, and placed orders for the purchase of products, each bearing or sold under one or more of the Omega Marks. (See Burns Decl. in Support of Notice ¶ 5.) Each order was processed entirely online and following the submission of the orders, Invisible received and documented information for finalizing payment for the products ordered to Defendant's respective Additional Financial Accounts, also identified on Schedule "A" hereto. (See Burns Decl. in Support of Notice ¶ 5 and Comp. Ex. 1 thereto.) Accordingly, Omega filed a Notice of Identification of Additional Aliases and Financial Accounts [ECF No. 28] identifying the same.

Omega's representative reviewed and visually inspected the goods bearing the Omega Marks Invisible ordered via each of the E-commerce Store Names and Additional E-commerce Store Names by reviewing the e-commerce stores, or the detailed web page captures and images reflecting the Omega branded products identified and captured by Invisible, and determined the

goods were non-genuine, unauthorized versions of Omega’s branded goods. (See Haller Decl. ¶¶ 16–18; Haller Decl. in Support of DFJ ¶ 6.)

C. Procedural Background

On March 7, 2025, Omega filed its Complaint [ECF No. 1], and on March 27, 2025, its Amended Complaint for Damages and Injunctive Relief against Defendants [ECF No. 17]. On March 10, 2025, Omega filed its Application for Temporary Restraining Order. On March 18, 2025, this Court entered a Sealed Order Granting *Ex Parte* Temporary Restraining Order [ECF No. 9], and subsequently converted the Temporary Restraining Order into a Preliminary Injunction on April 18, 2025, [ECF No. 25].

The Temporary Restraining Order and Preliminary Injunction required, *inter alia*, PayPal, Inc. (“PayPal”), and its related companies and affiliates to identify and restrain all funds in Defendants’ associated payment accounts and divert those funds to a holding account for the trust of the Court. Subsequently, Omega’s counsel received notice from PayPal that it complied with the requirements of the Court’s Order. (Declaration of Virgilio Gigante in Support of Plaintiff’s Motion for Entry of Default Final Judgment Against Defendants (“Gigante Decl. in Support of DFJ”) ¶ 3, filed herewith.)

On March 10, 2025, Omega 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. 7], which the Court granted on March 18, 2025, [ECF No. 10], authorizing Omega to serve the Summonses, Complaint, and all other future filings in this matter upon Defendants via electronic mail (“e-mail”) and via website posting by posting copies of the same on Omega’s designated serving notice website appearing at the URL <https://servingnotice.com/Qa9m7h/index.html>. (See Gigante Decl. in Support of DFJ ¶ 5.) Pursuant to the Court’s Order, on March 27, 2025, Omega

served Defendants with their respective Summons and a copy of the Amended Complaint via e-mail service and via website posting. (Id. ¶ 6; see also [ECF No. 20], Proof of Service.)

The time allowed for Defendants to respond to the Amended Complaint has expired. (Gigante Decl. in Support of DFJ ¶ 7.) Defendants have not been granted any extension of time to respond, nor have they served or filed an Answer or other response. (Id. ¶ 8.) To Omega's knowledge, none of the Defendants are infants or incompetent persons, and, upon information and belief, the Servicemembers Civil Relief Act does not apply. (Id. ¶ 9.) On April 29, 2025, Omega filed its Request for Clerk's Entry of Default as to Defendants [ECF No. 26], and the Clerk subsequently entered default against Defendants on the same day, for failure to plead or otherwise defend pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, [ECF No. 27]. Omega now moves the Court to grant Default Final Judgment against Defendants.

III. ARGUMENT

A. Default Judgment Should be Entered Against Defendants.

This Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338. (See Am. Compl. ¶ 1.) Personal jurisdiction over Defendants and venue in this district are proper under 28 U.S.C. § 1391 as Defendants direct business activities toward and conduct business with consumers throughout the United States, including the State of Florida and within this district and cause harm to Omega's business through the E-commerce Store Names. (See Am. Compl. ¶¶ 1-3, 5, 8, 11, 21.)

1. Default Judgment is Proper

A court may order a default judgment pursuant to Fed. R. Civ. P. 55(b)(2) following the entry of default by the court clerk under Rule 55(a). See Fed. R. Civ. P. 55. Upon entry of default by the clerk, the well-pled factual allegations of a plaintiff's complaint, other than those related to damages, will be taken as true. 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)). In this case, the Amended Complaint, pleadings, and declarations filed in support of Plaintiff's 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." To prevail on its trademark infringement claim under Section 32 of the Lanham Act, Omega must demonstrate: "(1) that 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, Omega 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 Omega, or as to the origin, sponsorship, or approval, of Defendants' goods by Omega. 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..." Two Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 780, 112 S. Ct. 2753, 2763 (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, Inc., 336 F. Supp. 2d at 1217–18.

The well-pled factual allegations of Omega's Amended Complaint, including specifically those pled in Paragraphs 8–14, 21–29, 38–41, 45–49, 53–55, and 58–61 [ECF No. 17] properly allege the elements for each claim. Moreover, the factual allegations in Omega's Amended Complaint, substantiated by the evidence submitted, 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. Plaintiff's Requested Relief Should Be Granted.

1. 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, Inc., 336 F. Supp. 2d at 1222–23. Defendants' failure to respond or otherwise appear in this action makes it difficult for Omega 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 Omega’s intellectual property rights, including the Omega 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, 1839 (2006). Omega has clearly carried its burden on each of the four factors, warranting permanent injunctive relief, because Defendants have unlawfully used Omega’s trademarks and goodwill to make a profit. Permanent injunctive relief is appropriate.

Defendants’ actions merit permanent injunctive relief, not only to protect Omega’s reputation, but also to protect consumers from being deceived as to the quality and source of products bearing and/or using Omega’s trademarks. The facts alleged in Omega’s Amended Complaint, substantiated by the evidence submitted, show Defendants are “continuously infringing and inducing others to infringe” the Omega Marks by using them to advertise, promote, offer to sell and/or sell goods bearing or using marks which are identical or altered to be identical to the Omega Marks. (Am. Compl. ¶ 39; see also Haller Decl. ¶¶ 4–5, 14–18; Gigante Decl. ¶ 2; Burns Decl. ¶ 4; Burns Decl. in Support of Notice ¶ 5; see also Defendants’ E-commerce Store Names [ECF Nos. 6-5 through 6-7] and [ECF No. 28-2].)

Omega is clearly suffering, and will continue to suffer, irreparable injury if Defendants’ infringing activities are not permanently enjoined. (Haller Decl. ¶¶ 13, 29.) 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.”). In any event, Omega’s Amended Complaint alleges Defendants’ unlawful actions have caused Omega irreparable injury and will continue to do so if Defendants are not permanently enjoined. (Am. Compl. ¶¶ 35, 43.) Defendants have defaulted upon Omega’s factual allegations in that respect.

Additionally, Omega has no adequate remedy at law so long as Defendants continue to use Omega’s trademarks in connection with the operation of the e-commerce stores under the E-commerce Store Names because Omega will have no control of the quality of what appears to be its products in the marketplace. (See Am. Compl. ¶ 34.) An award of monetary damages alone will not cure the injury to Omega’s reputation 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 Omega Marks, whereas Omega faces hardship from loss of sales and its inability to control its reputation. In fact, 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, the permanent injunction will prevent consumer confusion and deception in the marketplace, and will protect Omega’s property interest in the Omega Marks, which are the touchstones of trademark law.

Furthermore, as admitted by Defendants through default, (i) the E-commerce Store Names and associated payment accounts are essential components of Defendants’ online activities; and (ii) the E-commerce Store Names themselves are one of the means by which Defendants further their counterfeiting and infringement scheme and cause harm to Omega. (See Am. Compl. ¶ 14.) 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 E-commerce Store Names should be ordered transferred by the corresponding Defendants identified on Schedule “A” hereto, their registrars, and/or registries, to Omega’s control where they may be disabled from further use as a platform for the sale of counterfeit goods. Further, Defendants, their agents or assigns, should be required to assign all rights, title, and interest to their E-commerce Store Names to Omega, and instruct all search engines to permanently disable, delist, or de-index the websites’ URLs and E-commerce Store 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 using counterfeits and/or infringements of the Omega Marks via the E-commerce Store Names should be permanently terminated by Defendants and the applicable third-party service providers so the messaging accounts and e-mail addresses may no longer be used to facilitate Defendants’ counterfeiting activities. (See generally Am. Compl. ¶ 63.)

Absent such relief, Defendants will remain free to continue infringing the Omega Marks with impunity, will continue to benefit from the Internet traffic to those e-commerce stores built

through the unlawful use of the Omega 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 when faced with factual scenarios similar to the one herein.⁵

⁵ See e.g., Chanel, Inc. v. Individuals, No. 24-24594, 2025 U.S. Dist. LEXIS 19630, at *3-6 (S.D. Fla. Jan. 31, 2025) (Altman, J.) (Order requiring, *inter alia*, (i) transfer of e-stores at issue as part

Defendants have created an Internet-based counterfeiting and infringement scheme and are profiting from the deliberate misappropriation of Omega's rights. Accordingly, the Court should eliminate the means by which Defendants are conducting their unlawful activities to further prevent the use of these instrumentalities of infringement.

2. Damages as to Count I for Trademark Counterfeiting and Infringement.

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 \$1,000.00 nor more than \$200,000.00 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 \$2,000,000.00 per counterfeit mark per type of good. 15 U.S.C. § 1117(c)(2). Pursuant to 15 U.S.C. § 1117(c), Omega elects to recover an award of statutory damages as to Count I of the Amended Complaint.

The Court has wide discretion to set an amount of statutory damages. PetMed Express, Inc., 336 F. Supp. 2d at 1219 (citing Cable/Home Commc'n Corp. v. Network Prod., Inc., 902

of grant of permanent injunction, (ii) assignment of all rights, title, and interest to defendants' e-stores used to promote, offer for sale, and/or sell goods bearing counterfeits and/or infringements of plaintiff's trademarks to plaintiff, (iii) permanent disablement or delisting of e-stores from search engines); Adidas AG v. Adidascampusireland.Com, No. 23-62196, 2024 U.S. Dist. LEXIS 11947, at *5-7 (S.D. Fla. Jan. 22, 2024) (Altman, J.) (same); Versace v. Individuals, No. 23-60947, 2023 U.S. Dist. LEXIS 181172, at *3-5, 2023 WL 6309986 (S.D. Fla. July 7, 2023) (Altman, J.) (same); Chanel, Inc. v. Fakeschanelshop.Com, No. 21-62079, 2022 U.S. Dist. LEXIS 120078, at *5-8, 2022 WL 2526726 (S.D. Fla. July 6, 2022) (same). Accord Chanel, Inc. v. Individuals, No. 24-61114, 2024 U.S. Dist. LEXIS 194435, at *7-10 (S.D. Fla. Oct. 25, 2024) (Dimitrouleas, J.) (same); Chanel, Inc. v. Individuals, No. 24-22823, 2024 U.S. Dist. LEXIS 173486, at *17-21, 2024 WL 5267144 (S.D. Fla. Sept. 25, 2024) (Becerra, J.) (same); Omega SA v. Individuals, No. 24-60989, 2024 U.S. Dist. LEXIS 155692, at *21-23, 2024 WL 5508133 (S.D. Fla. Aug. 29, 2024) (Damian, J.) (same); Cartier Int'l A.G. v. Individual, No. 24-60156, 2024 U.S. Dist. LEXIS 129745, at *3-7 (Singhal, J.) (S.D. Fla. July 23, 2024) (same).

F.2d 829, 852 (11th Cir. 1990)). Indeed, an award of statutory damages is an appropriate remedy, despite a plaintiff's inability to provide actual damages caused by a defendant's infringement. 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.”). 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, e.g., S. REP. NO. 104-177, pt. V(7) (1995) (discussing purposes of Lanham Act statutory damages). See also PetMed Express, Inc., 336 F. Supp. 2d at 1220 (statutory damages are “especially appropriate in default judgment cases due to infringer nondisclosure”).

A defendant's intent can be of probative value for establishing willfulness, triggering an enhanced statutory award. PetMed Express, Inc., 336 F. Supp. 2d at 1220. A defendant is deemed to have acted willfully where “the infringer acted with actual knowledge or reckless disregard” to a plaintiff's intellectual property rights. See Arista Records, Inc. v. Beker Enter., Inc., 298 F. Supp. 2d 1310, 1312 (S.D. Fla. 2003). Willfulness may also be inferred from the defendant's default. See PetMed Express, Inc., 336 F. Supp. 2d at 1217 (upon default, well plead allegations taken as true). In either case, a defendant is deemed to have the requisite knowledge that its acts constitute an infringement.

The Omega Marks are renowned worldwide as identifiers of high-quality merchandise, and the fact that Defendants offered for sale goods using marks which are identical or altered to be identical to such strong marks shows their desire and purpose to trade upon Omega's goodwill. Indeed, in a case of clear-cut copying such as this, it is appropriate to infer that Defendants intended to cause confusion and benefit from Omega's reputation, to Omega's detriment. See PetMed Express, Inc., 336 F. Supp. 2d at 1220 (court infers intent to confuse consumers into believing

affiliation from Defendants’ use of such a mark that was confusingly similar). Moreover, in this district, it has been held that when an alleged infringer adopts a mark “with the intent of obtaining benefit from the plaintiff’s business reputation, ‘this fact alone may be sufficient to justify the inference that there is confusing similarity.’” Turner Greenberg Assocs., 320 F. Supp. 2d 1317, 1333 (S.D. Fla. 2004) (citing Carnival Corp. v. Seascapes Casino Cruises, Inc., 74 F. Supp. 2d 1261, 1268 (S.D. Fla. 1999)).

Here, the evidence clearly establishes each Defendant intentionally copied one or more of the Omega Marks for the purpose of deriving the benefit of Omega’s world-famous reputation. In any event, Defendants defaulted on Omega’s allegations of willfulness. (See Am. Compl. ¶¶ 26–28.) See Arista Records, Inc., 298 F. Supp. 2d at 1313 (finding a Court may infer willfulness from the defendants’ default). This Court should award statutory damages under the Lanham Act to ensure Defendants do not continue their intentional and willful counterfeiting activities.

Based on the above considerations, Omega requests the Court award statutory damages against each Defendant. The evidence in this case demonstrates that each Defendant individually 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 is in fact a counterfeit of one of the Omega Marks. (See Am. Compl. ¶¶ 15, 21–22; see also Haller Decl. in Support of DFJ ¶ 7, and Ex. 1 attached thereto;⁶ see also Haller Decl. ¶¶ 4–5, 17–18; Burns Decl. ¶ 4; Burns Decl. in Support of Notice ¶ 5; see generally Defendants’ E-commerce Store Names, reflecting samples of each Defendant promoting and offering for sale goods bearing counterfeits of, at least, one of the Omega Marks at issue in this action via its respective E-commerce Store Name, attached as Comp. Ex. 1 to the Burns Decl.

⁶ A chart has been prepared for the convenience of the Court providing an example of the trademarks counterfeited and types of goods offered for sale and/or sold per Defendant, including citations to the evidence. (See Haller Decl. in Support of DFJ ¶ 7 and Ex. 1 attached thereto.)

[ECF No. 6-5 through 6-7], and Comp. Ex. 1 to the Burns Decl. in Support of Notice [ECF No. 28-2].) And, as noted above, based upon the evidence Omega has presented, it is reasonable to infer each Defendant's infringement was willful. As such, Omega is requesting a statutory damages award of one million dollars (\$1,000,000.00) per Omega Mark, per type of good. (See Haller Decl. in Support of DFJ ¶ 7.) As each Defendant used at least one (1) counterfeit mark on one (1) type of good, Omega requests a statutory damages award in the amount of \$1,000,000.00 against each Defendant as partial compensation to Omega and to deter Defendants and others from continuing to counterfeit Omega's trademarks. (See *id.* at ¶¶ 7-8.)

Omega's requested damages amount as to each Defendant is well within the permissible range prescribed under 15 U.S.C. § 1117(c)(2) and should be sufficient to deter Defendants and others from continuing to counterfeit or otherwise infringe Omega's trademarks, compensate Omega, and punish Defendants, all stated goals of 15 U.S.C. § 1117(c). Joint Statement of Trademark Counterfeiting Legislation, H.R.J. Res. 648, 98th Cong., 2nd Sess., 130 Cong.Rec. H12076, H12083; PetMed Express, Inc., 336 F. Supp. 2d at 1222 ("statutory damages under § 1117(c) are intended not just for compensation for losses, but also to deter wrongful conduct."). This Court and others have granted statutory damages under the Lanham Act similar to or higher than Omega's request herein.⁷

⁷ See, e.g., Chanel, Inc. v. Individuals, No. 24-24594, 2025 U.S. Dist. LEXIS 19630, at *8 (S.D. Fla. Jan. 31, 2025) (Altman, J.) (awarding Plaintiff \$1,000,000.00 against each Defendant based on at least one mark counterfeited and one type of good sold); Adidas AG v. Adidascampusireland.Com, No. 23-62196, 2024 U.S. Dist. LEXIS 11947, at *7 (S.D. Fla. Jan. 22, 2024) (Altman, J.) (same); Versace v. Individuals, No. 23-60947, 2023 U.S. Dist. LEXIS 181172, at *6, 2023 WL 6309986 (S.D. Fla. July 7, 2023) (Altman, J.) (same); YIP, LLC v. Individuals Identified on Sched. "A", No. 21-61580, 2022 U.S. Dist. LEXIS 104153, at *17, 2022 WL 3566883, at *7 (S.D. Fla. June 10, 2022) (Hunt, Mag. J.) (collecting cases awarding \$1,000,000 in statutory damages per Defendant), report and recommendation adopted, 2022 U.S. Dist. LEXIS 124150, 2022 WL 2712540 (S.D. Fla. July 13, 2022) (Altman, J.). Accord Chanel, Inc. v.

3. Damages as to Count II for False Designation of Origin.

Omega's Amended Complaint also sets forth a cause of action for false designation of origin pursuant to § 43(a) of the Lanham Act (15 U.S.C. § 1125(a)) (Count II). 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 should be limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

4. Damages as to Count III for Common Law Unfair Competition and Count IV for Common Law Trademark Infringement.

Omega's Amended Complaint also sets forth a cause of action under Florida's common law of unfair competition (Count III) and Florida's common law trademark infringement (Count IV). Omega submits that judgment on Counts III and IV should also be limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

IV. CONCLUSION

For the foregoing reasons, Omega respectfully requests 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: May 6, 2025.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By: Virgilio Gigante

Stephen M. Gaffigan (Fla. Bar No. 025844)

Virgilio Gigante (Fla. Bar No. 082635)

T. Raquel Wiborg-Rodriguez (Fla. Bar No. 103372)

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Individuals, No. 24-61114, 2024 U.S. Dist. LEXIS 194435, at *10 (S.D. Fla. Oct. 25, 2024) (Dimitrouleas, J.) (same); Malletier v. Individuals, No. 23-62323, 2024 U.S. Dist. Lexis 49504, at *9 (S.D. Fla. Mar. 20, 2024) (Cohn, J.) (same); Chanel, Inc. v. Individuals, No. 22-61082, 2022 U.S. Dist. LEXIS 184619, at *7 (S.D. Fla. Sept. 7, 2022) (Singhal, J.) (same); Tiffany (NJ) LLC v. Individuals, No. 20-60299, 2020 U.S. Dist. LEXIS 143158 at *25, 2020 WL 4501770 (S.D. Fla. June 26, 2020) (Moore, J.) (same).

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Attorneys for Plaintiff, Omega SA

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

Def. No	Defendant / E-commerce Store Name	Merchant ID / Payment Account	Payee	Means of Contact Email and WhatsApp
1	elitetimepiecesusa.com	XF8JX56CLQ4W2		support@elitetimepiecesusa.com support@6188530.brevosend.com
		EFRY2T6ZAVQMW		WhatsApp: +1 (479) 3852889
1	coolsar.com	J79H4KM6LZZ84		support@coolsar.com WhatsApp: 1 (479) 3852889
1	doxsd.com	7KWHCH8PYSKH2		support@doxsd.com
		HGDZHJFMUKFEG		WhatsApp: 1 (479) 3852889
1	atinowatch.com	ZFVH3DZH2EV2J		support@atinowatch.com
		3ELZJYM6QRGRQ		
1	luxyswear.com	ZFVH3DZH2EV2J		support@luxyswear.com
		C22KW6RKNRK64		WhatsApp: 1 (479) 3852889 WhatsApp: 14793852889
1	opulencewrist.com	XF8JX56CLQ4W2		support@opulencewrist.com support@6188530.brevosend.com
		EFRY2T6ZAVQMW		WhatsApp: +1 (479) 3852889 WhatsApp: 14793852889
1	authentictimehub.com	EFRY2T6ZAVQMW		support@authentictimehub.com
2	ksisx.shop	TVRR7LL3B9XEA	Hong Kong M&K Technology & Tradinglimited	watchbuybuy@outlook.com hibuynew@gmail.com WhatsApp: 12812360702; 17622611080
2	euex.shop	2ZUFV3JK8Z8JC	Sen Yue Trade Limited	watchbuybuy@outlook.com hibuynew@gmail.com WhatsApp: 12812360702; 17622611080
		3AMZJVC87CY74	Guoqi Trading Co., Limited	
		3RA3PR444BTDY	HK Xinyue Trading Co., Limited	
		CHCDN2AFTE26S	HK Houyu Trading Limited	
		TVRR7LL3B9XEA	Hong Kong M&K Technology & Tradinglimited	

		W2HXY878SLV3S	Zhikang Limited	
		Z3PJH9X3NGRXJ	Tung Ho Shing Taitrading Co.. Limited	
		EG2PXB8AKBT6Q	Hong Kong Ideal Culture Limited	
2	kibux.site	38WL7SQ4N9H26	Kingdem Culture Industrial Investment (Hong Kong)Company Limited	ultramall@zohomail.com
		78DSD3BNVUY2Y	HK Fanlanoi Clothing Limited	
		DPKQU7PDGXE7U	Haoyuan Home Furnishiing Co., Limited	
		FPRLYDVL5Y6VY	Hong Kong Step Trading Co., Limited	
		JVHPBY2J62WTE	Sino Explore Investment Limited	
		W2HXY878SLV3S	Zhikang Limited	
2	bez.s.shop	DPKQU7PDGXE7U	Haoyuan Home Furnishiing Co., Limited	ultramall@zohomail.com
		Z3PJH9X3NGRXJ	Tung Ho Shing Taitrading Co.. Limited	
		7YUQTNJ8G4P7N	Xinyuan Ornaments Co.. Limited	
		CHUHR5JWZADZC	Weinuo Clothing Limited	
		E62QV2AG8JH3S	Hong Kong Xian Litong Trading Co.Limited	
		KUWBAFX832SFY	HK Shiji Jiali Trading Limited	
2	slrw.shop	PB8AQLX2JQVEC	Sanbao Jewelry Limited	ultramall@zohomail.com
		DPKQU7PDGXE7U	Haoyuan Home Furnishiing Co., Limited	
		W2HXY878SLV3S	Zhikang Limited	
		78DSD3BNVUY2Y	HK Fanlanoi Clothing Limited	
		R34R69PFFDG4G	Goodluck Jewelry Co.. Limnited	

3	aniwattey.shop	WR76DQM5YWGG5	wuyang store	
4	zenithluxys.com	EY6D9CE8EGD6J		support@zenithluxy.com WhatsApp: (+1469) 587-0120
4	luxurytick.com	JPBUGW5YVU24A		support@luxurytick.com WhatsApp: (+1469) 587-0120
4	atinolux.com	K7T5HRLFFR326		support@atinolux.com WhatsApp: (+1469) 587-0120
4	relaxtee.com	JPBUGW5YVU24A		contact@relaxtee.com
		2SQZMXRUERKG6		WhatsApp: +1 (979)-279-8357 WhatsApp: 16313199432
5	jobuly.com	9QDAADBVFHFM8A	山东超众阀门管件有限公司	jobulywatch@gmail.com
		xmjihejihe@gmail.com	厦门几何几何跨境电商有限公司	WhatsApp: 18182575506
5	bedliy.com	9QDAADBVFHFM8A	山东超众阀门管件有限公司	bedliyrole@outlook.com WhatsApp: 13462818224
6	camillaluxury.shop	VBMDKUL3KEA3C	广州狎集网络科技有限公司	Wathcesvipcenter@hotmail.com WhatsApp: 12135565295
6	jadeluxury.shop	customer@sideroper.com		Wathcesvipcenter@hotmail.com WhatsApp: 12135691925
7	chrono26.com	QDACM53V63EEA	Unlock your imagination	support@chrono26.com suppoprt@chrono26.com support@nuewatch.com
8	clonewatches.com	QPG9CFKC3EZYE	Master	support@clonewatches.com WhatsApp: 447410208835
9	dennistoystore.com	QRS8SS2M3JMKA		473613@qq.com
10	dunekhing.com	WZTXG85P3BVBJ	Moon Halo Limited	support@roseliay.com
		XXCGH5AV26SF8	厦门玩物上治品牌设计有限公司	WhatsApp: 8613652381765
10	weistwatch.com	K6K9K7VZM923W		support@roseliay.com WhatsApp: 12137919605
10	kimmyis.com	EFSMSNLZY84N6		support@roseliay.com WhatsApp: 15109774882

10	sunfdht.com	TDTCRQZXBYPS2	Hong Kong Weixiaoyun Technology Co., Limited	support@roseliay.com WhatsApp: 15109774882
10	watcx.com	Y77R25GBVXVAA	Jinghe New Town Yufeisong Department Store	info@gregdy.com 1544593053@qq.com
		jhdepartmentstore@163.com		
		8E9CZSE24E4CC	Yongan Qianran Department Store	WhatsApp: 15109774882; 8619835272209; 8613459507866
		qianrandepartment@163.com		
11	gccista.shop	7PLZRLUFWNN72	Anhui Ningteng Trading Co., Ltd	gccista@outlook.com
12	gclvg.com	SLMPEN3CAFCZ4	Shaanxi Benxin Chaojia Trading Co.,Ltd.	support@gclvg.com WhatsApp: 447856199796
13	getwatchpro.com	G9G82PVAFA6SA	Fashion is unlimited, beauty is unlimited	watcesgot@gmail.com WhatsApp: 12812360778
13	rallx.store	G9G82PVAFA6SA	Fashion is unlimited, beauty is unlimited	watcesgot@gmail.com CortinasHanss@gmail.com WhatsApp: 12812360778
14	high-w.store	ASN8376P57HMS	OMG	nartofortest@gmail.com WhatsApp: 14152258725
14	top-swisstime.com	DPRD9DF7Z7CYE	fanjin	support@top-swisstime.com WhatsApp: 14152258725; 15042363820
14	clean-fac.shop	B5U67ALVXD9VA	Weijin	clean.factory.shop@gmail.com WhatsApp: 16505078730
15	hy-premium-watch.com	JT4N64HXEG6W4		huangmangman@outlook.com support@hy-premium-watch.com
		2732188342@qq.com		WhatsApp: 18153295760
16	idc022.com	96FCHQ4WMZG2G	IDC022	hitea777@outlook.com WhatsApp: 8613926757799; 8618675426777
16	idc077.com	FJDMD57VD95A4	IDC SHOP	hitea777@outlook.com WhatsApp: 8613926757799

17	luxnob.com	2LRHW98MQKWT4	武平县梓靖日用品店	support@luxnob.com riversky@luxnob.com
		15505970418@163.com		WhatsApp: 447477483455; 447443756893
18	luxtick.com	UT4MLXBV65NFQ	Timelesstunes records	support@luxtick.com WhatsApp: 16232020012
19	luxuriousluxurywardrobe.com	7QWGQQ6X83MZG		llwardrobe999@gmail.com WhatsApp: 8613178848887
20	luxurywatchessthlm.com	DNZ7JJB4Q2PXG	YoungSong (HongKong) Co., Limited	support@rrolxwatch.com support@luxurywatchessthlm.com WhatsApp: 46(0)86121088; 13213063327
21	luxuwatchs.com	X9FA8RZRLWF4S	旺达（广州）传媒科 技有限公司	sswisswatchesafter@gmail.com
22	luxyavia.com	7Y4U6FNY7H2HG		support@luxyavia.com
		HGDZHJFMUKFEG		
		YVU84G3QQ5TGQ		
23	menymoon.shop	3K8FZNUZWDWXE	Waiyian Shop	
24	nic-watch.com	PJ3UVFT94E6MN		nicwatch01@gmail.com WhatsApp: 8618285839977
25	ocga.store	YFWP5ZCRAB4DW	Hong Kong Changzhifeng Trading Co.,Limited	nicechicbuy@gmail.com chicsgo@zohomail.com WhatsApp: 18323325572; 4082078438; 12817772895
26	panda188.store	HRH24FFTPLLXS	嘉兴乾源贸易有限公 司	pandaluxurywatch@gmail.com WhatsApp: 12132654084; 15107174505
27	pdkicks.com	MU8VNGD7EMUMS	PD.Kicks.Co.Ltd	ceryslin2424@gmail.com support@pdkicks.com WhatsApp: 8615759912623
28	premiumwatchs.com	87UHSVH32337Q	Hevision Enterprises Pte. Ltd	service@luxuryswatchs.com Support@premiumwatchs.com
29	sayhiyy.com	YG7C3GQBDSQ36	深圳市麦尔富电子商 务有限公司	sayhiyy01@outlook.com anglebabemia@gmail.com

30	treasurk.com	NPLSBT6RD7QAA	海伦市慕薇诗美甲店	gennapawelek@gmail.com 123456@gmail.com WhatsApp: 85253381445
31	trivorshop.com	GJY3SNFSSSWQ4	randtime	watchvipservice@hotmail.com WhatsApp: 8614739706838
31	woratime.com	VLQPJU6SCLE7L	woratime	rtvipwatch@hotmail.com rtwatchservice@hotmail.com
		CE22USGMFQYK6	woratime	WhatsApp: 8613229945610; 8617765281845
32	vernaculars.shop	9M47DCTGZK6N2	Huzhou Ningdajia Trading Co., Ltd	enuertiom@outlook.com
33	warringtac.shop	6EJK56MM5HWT4	Busby Louise	jsjasmine04@gmail.com service@billuxury.com
34	watchwsr.com	PAPSD5P32WKBL		higherwatch@outlook.com
		JKVH9XVQKJ858	丹阳市丹北镇王斌电子贸易商行（个体工商户）	WhatsApp: 8613587735699
35	willy001.willyweb.shop	KU2S9PVJZSMQG	EMAYA—wcc	wzt952541276@gmail.com WhatsApp: 8615170471004

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was served May 6, 2025, upon Defendants via e-mail by providing the address to Plaintiff's Website to Defendants via the e-mail accounts at which Defendants were served and by posting true and accurate copies of the foregoing on Plaintiff's Website appearing at the URL <https://servingnotice.com/Qa9m7h/index.html>.

Virgilio Gigante

Virgilio Gigante