

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

CASE NO. 25-cv-20335-BLOOM/Elfenbein

RICHEMONT INTERNATIONAL SA,

Plaintiff,

v.

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 Plaintiff, Richemont International SA (“Plaintiff”), Motion for Entry of Default Final Judgment Against Defendants, ECF No. [31] (“Motion”), filed on March 18, 2025. A Clerk’s Default was entered against Defendants on March 5, 2025, ECF No. [28], as Defendants failed to appear, answer, or otherwise plead to the Amended Complaint, ECF No. [20], despite having been served. *See* ECF No. [26]. The Court has carefully considered the Motion, the record in this case, the applicable law, and is otherwise fully advised. For the following reasons, Plaintiff’s Motion is granted.

II. INTRODUCTION

Plaintiff 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); 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 Plaintiff's 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 Plaintiff's Motion for Entry of Default Final Judgment (the "E-commerce Store Names"). *See* Motion, ECF No. [31] at 17-22.

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

In its Motion, Plaintiff seeks the entry of default final judgment against Defendants¹ in an action alleging trademark counterfeiting and infringement, false designation of origin, common-law unfair competition, and common-law trademark infringement. Plaintiff further requests that the Court (1) enjoin Defendants from producing or selling goods that infringe its trademarks; (2) cancel, or at Plaintiff's election, transfer the E-commerce Store Names to Plaintiff; (3) assign all rights, title, and interest to the E-commerce Store Names to Plaintiff 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 Plaintiff to request any e-mail service provider permanently

¹ Defendants are the Individuals, Business Entities, and Unincorporated Associations identified on Schedule "A" of Plaintiff's Motion, and Schedule "A" of this Order. *See* Motion ECF No. [31] at 17-22.

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 Plaintiff's 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 Plaintiff's submissions, it appears there is a sufficient basis in the pleading for the default judgment to be entered in favor of Plaintiff.

II. FACTUAL BACKGROUND²


Plaintiff Richemont International SA is the owner of the following trademarks (the "Plaintiff's Marks"), which are valid and registered on the Principal Register of the United States Patent and Trademark Office (USPTO):

Registered Trademark	Registration Number	Registration Date	Classes/Goods
CARTIER	0,411,239	January 9, 1945	IC 014 - Precious-Metal Ware-namely, the following articles made, in whole or in part, of Precious Metals

² The factual background is taken from Plaintiff's Amended Complaint, ECF No. [20], Plaintiff's Motion for Entry of Default Final Judgment Against Defendants, ECF No. [31], and supporting evidentiary submissions.

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			or Plated With the Same; Jewel Boxes, Fobs, Bracelets, Watch Bracelets And Buckles Therefore, not including Watches, Cuff Links, Brooches, Earrings, Eyeglass Cases, Cigarette Lighters, Ash Trays, Envelope Openers, Wallets, Money Clips, Perfume Bottles, Desk Sets, Handbags, Key Chains, Finger Rings.
<i>Cartier</i>	0,411,240	January 9, 1945	IC 014 - Articles of Jewelry for Personal Wear and for Precious-Metal Ware-Namely, the Following Articles Made, in Whole or in Part, of Precious Metals or Plated with the Same-- viz, Jewel Boxes, Fobs, Bracelets, Watch Bracelets and Buckles Therefor, Not Including Watches, Cuff Links, Brooches, Earrings, Eyeglass Cases, Cigarette Lighters, Ash Trays, Envelope Openers, Wallets, Money Clips, Perfume Bottles, Desk Sets, Handbags, Key Chains, Finger Rings
<i>Cartier</i>	0,411,975	February 13, 1945	IC 014 - Watches and Clocks and Wrist Watches with Wrist Straps and Bracelets Attached for Securing the Same on the Wrist of the Wearer, and Traveling Clocks and Watches with Covers of Leather, Fabric and the Like for Protecting Them While Traveling
CARTIER	0,759,201	October 29, 1963	IC 014 - Watches and Clocks
TANK	1,006,321	March 11, 1975	IC 014 - Watches
SANTOS	1,344,284	June 25, 1985	IC 014 - Watches
PANTHERE	1,353,952	August 13, 1985	IC 014 - Watches
PANTHERE DE CARTIER	1,365,478	October 15, 1985	IC 014 - Watches
BALLON BLEU	3,476,888	July 29, 2008	IC 014 - Watches, Chronometers, Clocks

	4,178,047	July 24, 2012	IC 014 - Jewelry and watches
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See Decl. of Emma-Jane Tritton (Tritton Decl.), ECF No. [10-1] ¶ 6; ECF No. [20-1] (containing Certificates of Registrations for the Plaintiff's Marks at issue). The Plaintiff's Marks are used in connection with the manufacture, promotion, distribution, and sale of high-quality goods in the categories identified above. *See* Tritton Decl., ECF No. [10-1] ¶¶ 5-7.

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 Plaintiff has determined to be counterfeits, infringements, reproductions, and/or colorable imitations of the Plaintiff's Marks. *See id.* ¶¶ 11-15; Decl. of Stephen M. Gaffigan (Gaffigan Decl.), ECF No. [10-2] ¶¶ 2-3; Decl. of Kathleen Burns (Burns Decl.), ECF No. [10-3] ¶ 4.

Although each Defendant may not copy and infringe each of Plaintiff's Marks for each category of goods protected, Plaintiff has submitted sufficient evidence showing that each Defendant has infringed at least one or more of the Plaintiff's Marks. *See* Tritton Decl., ECF No. [10-1] ¶¶ 11-15. Defendants are not now, nor have they ever been, authorized or licensed to use, reproduce, or make counterfeits, reproductions, or colorable imitations of the Plaintiff's Marks. *Id.* ¶¶ 11, 14-15.

Plaintiff's counsel retained Invisible Inc, a licensed private investigative firm ("Invisible"), to investigate the promotion and sale of counterfeit and infringing versions of Plaintiff's 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 Plaintiff's branded products. *See* Tritton Decl., ECF No. [10-1] ¶ 12; Gaffigan Decl., ECF No. [10-2] ¶ 2; Burns Decl., ECF No. [10-

3] ¶ 3. Invisible accessed the Internet based e-commerce stores operating under Defendants' E-commerce Store Names,³ placed an order from each Defendant for the purchase of a product bearing and/or using counterfeits at least one of the Plaintiff's Marks and requested each product be shipped to the Southern District of Florida.⁴ *See* Burns Decl., ECF No. [10-3] ¶ 4 and ECF Nos. [10-4] – [10-6]. Each order was processed entirely online and following the submission of the orders, Invisible received information for finalizing payment⁵ for the various products ordered on each of the Defendants' e-commerce stores as identified on Schedule "A." *See id.* At the conclusion of the process, the detailed web page captures and images of the various products bearing and/or using the Plaintiff's Marks offered for sale and ordered via Defendants' E-commerce Store Names were sent to Plaintiff's representative for inspection. *See* Tritton Decl., ECF No. [10-1] ¶¶ 4, 11-15; Gaffigan Decl., ECF No. [10-2] ¶ 2; Burns Decl., ECF No. [10-3] ¶ 4.

Under the direct supervision of Plaintiff's representative, Corsearch Inc.'s reviewing representatives reviewed the various products bearing and/or using Plaintiff's Marks identified and captured by Invisible by reviewing the Internet based e-commerce stores operating under Defendants' E-commerce Store Names, and/or the detailed web page captures thereof and

³ Certain Defendants operate their E-commerce Store Names in tandem with electronic communication via private messaging applications and/or services to complete their offer and sale of counterfeit and infringing versions of Plaintiff's branded products. Additional means of contact provided by Defendants, including e-mail addresses and WhatsApp phone numbers are also identified on Schedule "A" hereto. (Burns Decl., ECF No. [10-3] ¶ 4, n.1.)

⁴ During the checkout process from Defendant 13's E-commerce Store Names, cnxsces.store and cysenwk.shop, Invisible's firm was automatically redirected to Defendant 13's E-commerce Store Name, yewugu.store. (Burns Decl., ECF No. [10-3] ¶ 4, n.2.)

⁵ 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. [10-2] ¶ 2 n.1; Burns Decl., ECF No. [10-3] ¶ 4 n.3.)

determined the products were non-genuine, unauthorized versions of Plaintiff's products. *See* Tritton Decl., ECF No. [10-1] ¶¶ 4, 11-15.

Thereafter, Plaintiff discovered certain Defendants were continuing to accept payment for the sale of counterfeit versions of Plaintiff's branded products through their E-commerce Store Names and/or newly identified alias e-commerce store names via additional payment accounts. *See* Declaration of Kathleen Burns in Support of Plaintiff's Notice of Identification of Additional Aliases for Defendant Numbers 11-12 and Additional Payment Accounts Used By Defendant Numbers 5, 11-12, 18, 25, 33, 37 and 41 (Burns Decl. in Support of Notice), ECF No. [30-1] ¶ 5, n.1 and Composite Exhibit 1 thereto, ECF No. [30-2]. Accordingly, Plaintiff filed a Notice of Identification of Additional Aliases for Defendant Numbers 11-12 and Additional Payment Accounts Used By Defendant Numbers 5, 11-12, 18, 25, 33, 37 and 41 identifying the same, *see* ECF No. [30].

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 its trademark infringement claim under Section 32 of the Lanham Act, Plaintiff must demonstrate that (1) it had prior rights to the mark at issue; and (2) Defendants adopted a mark or name that was the same, or confusingly similar to Plaintiff's 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), Plaintiff 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 Plaintiff, or as to the origin, sponsorship, or approval, of Defendants' goods by Plaintiff. *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. Common Law Unfair Competition and Trademark Infringement (Counts III and IV)

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 Plaintiff's Amended Complaint properly allege the elements for each of the claims described above. *See* Amended Complaint ECF No. [20]. Moreover, the factual allegations in Plaintiff's 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 Plaintiff 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). Plaintiff has carried its 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.”). Plaintiff's Amended Complaint alleges that Defendants' unlawful actions have caused Plaintiff irreparable injury and will continue to do so if Defendants are not permanently enjoined. *See* Amended Complaint, ECF No. [20]. Further, the Amended Complaint alleges, and the submissions by Plaintiff show, that the goods promoted, advertised, offered for sale, and/or sold by Defendants are nearly identical to Plaintiff's genuine products and that consumers viewing Defendants' counterfeit goods post-sale would actually confuse them for Plaintiff's genuine products. *See id.* “Defendants' 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 Plaintiff.” *See* Amended Complaint, ECF No. [20] ¶ 23.

Plaintiff has no adequate remedy at law so long as Defendants continue to operate the E-commerce Store Names because Plaintiff cannot control the quality of what appears to be its

products in the marketplace. An award of monetary damages alone will not cure the injury to Plaintiff's reputation and goodwill that will result if Defendants' infringing and counterfeiting actions are allowed to continue. Moreover, Plaintiff faces hardship from loss of sales and its inability to control its reputation in the marketplace. By contrast, Defendants face no hardship if they are prohibited from the infringement of Plaintiff's 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 Plaintiff's 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 assigning all rights, title, and interest to the E-commerce Store Names to Plaintiff, 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 and/or terminating the messaging application and/or service 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), Plaintiff has 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. 51nfljersey.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 Plaintiff’s Marks for the purpose of deriving the benefit of Plaintiff’s 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 two (2) marks which are in fact counterfeits of Plaintiff’s Marks. *See* Amended Complaint, ECF No. [20], ¶¶ 16, 22-24, 40; Tritton Decl., ECF No. [10-1] ¶¶ 11-15; Tritton Decl. in Support of Motion, ECF

No. [31-1] ¶ 5 and Ex. 1 thereto, ECF No. [31-2]; Burns Decl., ECF No. [10-3] ¶ 4 and Comp. Ex. 1 thereto, ECF Nos. [10-4] – [10-6]; Burns Decl. in Support of Notice, ECF No. [30-1] ¶ 5 and Comp. Ex. 1 thereto, ECF No. [30-2]. Based on the above considerations, Plaintiff suggests 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* Tritton Decl. in Support of Motion, ECF No. [31-1] ¶¶ 5-6 and Ex. 1 thereto, ECF No. [31-2]. The award 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. § 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

Plaintiff's 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 Common Law Unfair Competition and Trademark Infringement

Plaintiff's Amended Complaint further sets forth a cause of action under Florida's common law of unfair competition (Count III) and trademark infringement (Count IV). Judgment on Count IV and Count V are 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 Plaintiff's Motion, **ECF No. [31]**, 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 _____, 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 OTHER MEANS OF CONTACT

Def. No.	Defendant / E-commerce Store Name	Payee Information	Merchant ID	PayPal E-mail	Additional Means of Contact
1	aaawatch.to	aaamontre@gmail.com	L4FVGTYDXH A2Y		aaa-watch@outlook.com
2	astonishing.top	南昌高新区知选 贸易商行	MLJBSMP243W 6C		tingxicm@outlook.com
2	fashiones.top	南昌高新区知选 贸易商行	MLJBSMP243W 6C		tingxicm@outlook.com iwcslife@outlook.com
3	bestwatches.to	13912343095@139.com	XVQTNF9LYL7 HS		ibestwatches2020@hotmail.com
4	betterlifego.com		6KYHVUP45RS W2		CustomerService@ashoesfactory.com
4	shoefactory.top	zi bo wei cai mao yi you xian gong si	HKGKQZ2CKW 3K2		CustomerService@ashoesfactory.com
5	blog.12h.to	潘浩 王锋		leonberenguer445@gmail.com doernerzara@gmail.com	WhatsApp: +852 6703 0781 WhatsApp: +852 6403 5279 WhatsApp: +852 5263 8029
6	buyonbest.com a.k.a. bobjewelry.com	Tran Ha Giang		hatranha833@gmail.com	support@buyonbest.com sale@buyonbest.com
6	bobjewelry.com		FP37G4QXV8U EE		support@bobjewelry.com support@buyonbest.com
7	cashial.online	太原爱食客餐饮管理有限公司	27FL5UUAP33G J		interhz11@163.com
7	grgdger.online	太原爱食客餐饮管理有限公司	27FL5UUAP33G J		interhz11@163.com
8	cheercash.online	北京京西弘基商业有限公司	CCATQHZ7P44 ZS		
9	chicstime.com		F6C5GX2ULBS YC	byrondeems3138@gmail.com	byrondeems3138@gmail.com

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10	chris-luxury.shop	陕西暖尧建闹网络科技有限公司		cbx19977@outlook.com	115070853475@gmail.com vipservicecenter@outlook.com Mailiuy@outlook.com swissmadeluxury.cai@gmail.com
11	clothes.nu			soonzai227@gmail.com	depursesbag@hotmail.com WhatsApp: +86 186 6602 1721
11	timesru.com			kei227@outlook.com	pursesde@gmail.com
12	cloverjw.com	Changting County Lianzhongxin Department Store Operations Department Changting County Lianzhongxin Department Store Business Department	8U3Q3R26WZG CQ	342212184@qq.com	support@cloverjw.com em15336681973@gmail.com shopify_jewelry@163.com
12	fbonline.shop		8U3Q3R26WZG CQ		support@luxe-us.com shopify_jewelry@163.com em15336681973@gmail.com
13	cnxscs.store a.k.a. yewugu.store		7DATNYQ3NW MW4		Customer.service@henwinto.com order.service@henwinto.com
13	cysenwk.shop a.k.a. yewugu.store		8TQRCSTZA743 J		Customer.service@henwinto.com order.service@henwinto.com
13	kwsdrfh.shop		QVH544T9VF3T 4		Customer.service@henwinto.com
14	daxiewatch.shop	杭州磐辰贸易有限公司	ZK7RVBVX6B9 QE		kezhuowei0514@gmail.com

15	emuobag.shop	文 智弘 @41y8	KF29JLWXMC QWA		support@emuobag.shop worldsroderickthiyiqph@gmail.com sales@emuobag.shop
15	wwcbag.shop	文 智弘 @41y8 智弘 文	KF29JLWXMC QWA	asd763881227@163.com	cntopshoes@gmail.com support@wwcbag.shop sales@wwcbag.shop
		文 智弘 @41y8	KF29JLWXMC QWA		support@wwcbag.shop cntopshoes@gmail.com sales@wwcbag.shop
15	zvldbagg.shop	文 智弘 @41y8	KF29JLWXMC QWA		support@zvldbagg.shop worldsroderickthiyiqph@gmail.com sales@zvldbagg.shop
16	ffluxury.top		ZRPT6GFWNH MH6		djtecknoservice@gmail.com service@luxurydpt.com
17	getjewelrys.com	武欣欣		maryjohna@hotmail.com	kerytony88@gmail.com
18	gilltime.com	Gilltime rotwa	KSDAR3RJQLR Y8 SZFZBCZ73VA Q8		vipwatchesreplica@hotmail.com rtvipwatch@hotmail.com watchvipservice@hotmail.com
19	goodv-jewellery.store	Zhang Jin @cyoushin	RQWCB59VNH MPA		support@goodv-jewelry.com info@roejewels.com business@goodv-jewelry.com WhatsApp: +852 5108 3462
19	goodv-jewellery.com			chenglizhu95@gmail.com	info@roejewels.com info@rosetomorrow.com WhatsApp: + 852 6337 7012
20	iwcwatch.life	义乌市菊彭3贸易商行	GL7G2VCVE25 RA		bookerdivollco@hotmail.com tingxicm@outlook.com

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21	jeordwatch.co	Zhang Di @jeordwatch6	URHE6GQMLJ WS6		jeordwatch@gmail.com info@jeordwatch.co
22	kernelluxuy.com			dx18605886632 @163.com	Andrewchun69@gmail.c om PWP- 0633DA0F87C7D7C775 C46E2D5D2EFE5B@P RIVACYGUARDIAN.O RG WhatsApp: +86 190 1281 5052
22	supermanluxury.com			dx18605886632 @163.com	Andrewchun69@gmail.c om WhatsApp: +86 190 1281 5052
23	kohvjewelry.com		VQGKNHFJA4J XA		support@kohvjewelry.co m
24	marielco.com		5SPGDZVCY8T B4		support@marielco.com
25	mqszy.shop	PRODO CROWN SHOP	HL9H8UF8QJ7 WJ HN5XTHUCQLJ GG UEPT2DD8GGQ KG		mqbee88@gmail.com
25	sdyy.shop		HL9H8UF8QJ7 WJ		mqbee88@gmail.com
26	primetickers.com		P3VJHHV6QP33 N		contact@primetickers.co m 3CF0EA2B6C524D4A9 787E74AC513B837.PR OTECT@WITHHELD ORPRIVACY.COM
27	puhfjyhyj.online	洛阳灿佳商贸有 限公司	UXP93MQVUA 2DG		ieu9989@163.com
28	rariate.com	N&M Co. Ltd	W689E84A4SR9 W		admin@elttes.com PW- 50A9F0166DEF5832FC 2841216DCBBCA9@PR IVACYGUARDIAN.OR G
29	replicabest.store		9WLP868VMUY 6E		
30	repicaluxuryshop.co m	RSL Online Platform	CNG2LHREQE YW8		contact@repicaluxurysh op.com

31	replicawatch.shop	Bartoletti-Lockman		PankratzCooner445@gmail.com	service@replicawatch.shop
32	replicawatchesworld.com	Tuấn Lê @bonsaiworld	ZDUUH5QKZH KQC		replicawatchesworldus.com@gmail.com 5C2360736F934E32BD ADBC7C2EAD6CE6.PR OTECT@WITHHELDFO RPRIVACY.COM
33	replicawrist.com			moramlisa@gmail.com lisamoram9@gmail.com	support@replicawrist.com WhatsApp: +44 7532 820531
34	repwatchplug.com	Angelo Williams @Hrt50		wangelo655@gmail.com	info@repwatchplug.com repwatchplug@gmail.com Hypepay2021@gmail.com
35	royal-jewelry.shop	涛中 童		Tongtaozhong@gmail.com	info@royal-jewelrys.com support@charmaries.com WhatsApp: +852 4688 3784
36	shoppingservices.top	Yi Jie Trading Co., Ltd.	PE72TH3MCSZ 8G		support@shoppingser.com
36	us.watchswiss.top	Yi Jie Trading Co., Ltd.	PE72TH3MCSZ 8G		support@shoppingserv.com
37	storeluxury.top		N9VRJDULAPS WL 3ED2C6JTBVSJ 2	linhuodan@yeah.net	us@onlinshoppingservices.com support2@wppay.online
38	superreplica.shop		CLQ752BLKTY 8A		support@superreplica.shop
39	swisswatchesf.com	guang zhou rui yu tu ke ji you xian gong si	RHW23KWUFN 988		info@sportsservir.com PW- 5F897A95B33D888339F 8C2484FCDC731@PR IVACYGUARDIAN.ORG
39	watchesdd.com		KTD6G262PAK C4		info@sportsservir.com PW- CCB114C5EA35472289 F6CA71DE275D8D@P RIVACYGUARDIAN.ORG

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40	tickunique.is	MeetCadeau Co., Ltd.	6QLHZ526VAB74	vinking-wiio@outlook.com	cstickunique@gmail.com WhatsApp: +44 7355 236610
41	vincyrep.ru	福来 黄 睿翰 曾		ganyong2019@outlook.com fulai-2022@outlook.com zusong-2024@outlook.com jiangzhou-2022@outlook.com Ruihan-2022@outlook.com	admin@liomui.com vincystore@hotmail.com WhatsApp: +86 187 5092 5283