

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 25-20335-CIV-BLOOM**

RICHEMONT INTERNATIONAL 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, Richemont International SA (“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 (collectively “Defendants”). In support thereof, Plaintiff submits the following Memorandum of Law.

I. INTRODUCTION

Plaintiff initiated this action against Defendants through the filing of its Complaint and subsequent Amended Complaint for trademark counterfeiting and infringement (Count I), false designation of origin (Count II), common law unfair competition (Count III), and common law trademark infringement (Count IV). Defendants are in default, and the prerequisites for a default judgment have been met. As relief, Plaintiff seeks default judgment finding Defendants liable on all counts of Plaintiff’s Amended Complaint. Plaintiff prays such judgment includes the entry of a permanent injunction and awards of statutory damages to Plaintiff 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 Plaintiff in partial

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

satisfaction of any award of damages. Plaintiff 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 requiring (i) the cancellation, or at Plaintiff's election, transfer of the e-commerce stores at issue to Plaintiff, (ii) Defendants, their agents or assigns, to assign all rights, title and interest to the e-commerce stores to Plaintiff, (iii) Defendants, their agents or assigns, to instruct all search engines to permanently disable, delist, or de-index the websites' uniform resource locators ("URLs") and e-commerce stores, and (iv) permanent suspension and/or termination of Defendants' messaging application and/or service accounts, including e-mail addresses, which are used by Defendants in order 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 Plaintiff's trademarks and infringing upon Plaintiff's rights.

II. STATEMENT OF FACTS

A. Plaintiff's Rights.

Plaintiff is, and at all times relevant hereto has been, the owner of all rights in and to the federally registered trademarks identified in Paragraph 6 of the Declaration of Emma-Jane Tritton in Support of Plaintiff's Application for TRO² ("Tritton Decl."), ECF No. [10-1], (the "Plaintiff's Marks"). See United States Trademark Registrations of the Plaintiff's Marks at issue attached as Comp. Ex. 1 to the Am. Compl. ECF No. [20-1], incorporated herein by reference. Plaintiff's Marks are used in connection with the manufacture and distribution of high-quality goods. (See Tritton Decl. ¶¶ 5-7.) Plaintiff's Marks are symbols of Plaintiff's quality, reputation, and goodwill and have never been abandoned. (*Id.* at ¶ 9.) Moreover, Plaintiff has expended substantial time, money, and other resources developing, advertising, and otherwise promoting its trademarks. (*Id.* at ¶¶ 7-8.) As such, Plaintiff's Marks qualify as famous marks as the term is used in 15 U.S.C. § 1125(c)(1). Furthermore, Plaintiff has extensively used, advertised, and promoted Plaintiff's Marks in the United States in association with high-quality goods, and has carefully monitored and policed the use of the Plaintiff's Marks. (*Id.* at ¶¶ 8-9) As a result of Plaintiff's efforts, members of the consuming public readily identify products bearing Plaintiff's Marks as being quality

² Plaintiff's *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets ("Application for TRO"), ECF No. [10], together with supporting declarations and exhibit, are incorporated herein by reference.

merchandise sponsored and approved by Plaintiff. (*Id.*) Accordingly, Plaintiff's Marks have achieved secondary meaning as identifiers of high-quality goods.

B. Defendants' Infringing Acts.

As alleged by Plaintiff, admitted by default, and established by the evidence submitted herewith, Defendants operate and control the commercial Internet based e-commerce stores under their respective seller names set forth on Schedule "A" hereto (the "E-commerce Store Names"). As such, Defendants 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 infringing trademarks that are exact copies of the Plaintiff's Marks (the "Counterfeit Goods"). (See Am. Compl. ¶¶ 8-15, 22-30, 39-43, 46-51, 54-56, 59-62; see also Tritton Decl. ¶¶ 11-15; Declaration of Stephen M. Gaffigan in Support of Plaintiff's Application for TRO ["Gaffigan Decl."] ¶¶ 2-3 ECF No. [10-2], incorporated herein by reference; Declaration of Kathleen Burns in Support of Plaintiff's Application for TRO ["Burns Decl."] ¶ 4 ECF No. [10-3], incorporated herein by reference; 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"] ¶ 5 ECF No. [30-1],³ incorporated herein by reference; see also relevant web page captures from Defendants' e-commerce stores operating under the E-commerce Store Names displaying the Plaintiff's branded items offered for sale ["Defendants' E-commerce Store Names"] attached as Comp. Ex. 1 to the Burns Decl., ECF Nos. [10-4] through [10-6], and Comp. Ex. 1 to the Burns Decl. in Support of Notice, ECF No. [30-2].)

Further, as admitted by Defendants through default, at all times relevant, Defendants have had full knowledge of Plaintiff's ownership of the Plaintiff's Marks, including its exclusive right to use and license such intellectual property and the goodwill associated therewith. (Am. Compl. ¶ 27.) Defendants do not have, nor have they ever had, the right or authority to use the Plaintiff's Marks for any purpose. (Tritton Decl. ¶¶ 11, 14-15.) However, despite their known lack of authority to do so, Defendants have engaged in the activity of promoting, and otherwise advertising, selling, offering for sale, and distributing their Counterfeit Goods via the E-commerce

³ On March 12, 2025, 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, together with a supporting declaration and exhibit, ECF No. [30], which are incorporated herein by reference.

Store Names. (See Am. Compl. ¶¶ 8-15, 22-30, 39-43, 46-51, 54-56, 59-62; Tritton Decl. ¶¶ 11-15; Gaffigan Decl. ¶¶ 2-3; Burns Decl. ¶ 4; Burns Decl. in Support of Notice ¶ 5; see also Defendants' E-commerce Store Names.)

Plaintiff's evidence, obtained as a result 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 Plaintiff's Marks. Plaintiff's counsel retained Invisible Inc, a licensed private investigative firm, to investigate and document the suspected 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 Plaintiff's branded products. (Tritton Decl. ¶ 12; Gaffigan Decl. ¶ 2; Burns Decl. ¶ 3.) Invisible Inc accessed the Internet based e-commerce stores operating under the E-commerce Store Names, placed orders from each Defendant for the purchase of a product bearing and/or using counterfeits of, at least, one of the Plaintiff's Marks at issue in this action – and requested each product be shipped to an address in the Southern District of Florida. (Burns Decl. ¶ 4, nn.1-2 and Comp. Ex. 1 thereto.) Each order was processed entirely online, and following the submission of the orders, Invisible Inc received information for finalizing payment for the products ordered from Defendants to their respective financial account as identified on Schedule "A" hereto. (Burns Decl. ¶ 4, n.3; Gaffigan Decl. ¶ 5.) E-mail addresses and other means of electronic contact provided by Defendants are also identified on Schedule "A" hereto. (Burns Decl. ¶ 4, n.1; Gaffigan Decl. ¶ 3, n.2.) At the conclusion of the process, the detailed web page captures and images of the various branded products offered for sale and ordered via Defendants' E-commerce Store Names were sent to Plaintiff's representative, Emma-Jane Tritton, for inspection. (See Burns Decl. ¶ 4; Tritton Decl. ¶¶ 4, 11-15; Gaffigan Decl. ¶ 2.)

Under the direct supervision of Plaintiff's representative, Emma-Jane Tritton, Corsearch Inc.'s reviewing representatives reviewed the various products bearing and/or using Plaintiff's Marks identified and captured by Invisible Inc by reviewing the Internet based e-commerce stores operating under Defendants' E-commerce Store Names, and/or the detailed web page captures thereof, together with photographs of certain received goods, and determined the products were non-genuine, unauthorized versions of Plaintiff's products. (Tritton Decl. ¶¶ 4, 11-15.)

C. Procedural Background

On January 22, 2025, Plaintiff filed its Complaint, ECF No. [1], and on January 31, 2025, its Amended Complaint for Damages and Injunctive Relief against Defendants, ECF No. [20]. On January 23, 2025, Plaintiff filed its *Ex Parte* Application for Temporary Restraining Order, ECF No. [10]. On January 24, 2025, this Court entered a Sealed Order Granting *Ex Parte* Application for Entry of Temporary Restraining Order, ECF No. [13], and subsequently converted the Temporary Restraining Order into a Preliminary Injunction on February 6, 2025, ECF No. [24].

The Temporary Restraining Order and Preliminary Injunction required, *inter alia*, PayPal, Inc. (“PayPal”), and their related companies and affiliates to identify and restrain all funds in Defendants’ associated payment accounts, including all related financial accounts tied to, used by, or that transmit funds into, the respective Defendants’ financial accounts, and divert those funds to a holding account for the trust of the Court. Subsequently, Plaintiff’s counsel received notice from the applicable financial institution that it complied with the requirements of the Court’s Orders. (See Declaration of Stephen M. Gaffigan in Support of Motion for Entry of Default Final Judgment Against Defendants [“Gaffigan Decl. in Support of DFJ”] ¶ 3, filed herewith.)

On January 23, 2025, Plaintiff filed its *Ex Parte* Motion for Order Authorizing Alternate Service of Process on Defendants pursuant to Federal Rule of Civil Procedure 4(f)(3) (“Motion for Alternate Service”), ECF No. [11],⁴ which the Court granted on January 24, 2025, ECF No. [12], authorizing Plaintiff to serve the Summonses, Complaint, and all filings and discovery in this matter upon Defendants via electronic mail (“e-mail”) and via Plaintiff’s designated serving notice website by posting copies of the same on the Internet website appearing at the URL <http://servingnotice.com/RUM7tz/index.html>. (See Gaffigan Decl. in Support of DFJ ¶ 5.) Pursuant to the Court’s Order Granting Motion for Alternate Service, Plaintiff served Defendants with their respective Summons and a copy of the Amended Complaint via e-mail service and website posting on February 4, 2025. (Id. at ¶ 6; see also ECF No. [26], Proof of Service on file with the Court.)

The time allowed for Defendants to respond to the Amended Complaint has expired. (See Gaffigan 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. at ¶ 8.) To Plaintiff’s

⁴ Plaintiff’s Motion for Alternate Service, and the supporting declarations and exhibits attached thereto ECF No. [11], are incorporated herein by reference.

knowledge, none of the Defendants are infants or incompetent persons, and, upon information and belief, the Servicemembers Civil Relief Act does not apply. (Id. at ¶ 9.) On March 4, 2025, Plaintiff filed its Request for Clerk’s Entry of Default as to Defendants, ECF No. [27], and the Clerk entered default against Defendants on March 5, 2025, for failure to plead or otherwise defend pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, ECF No. [28]. (See Gaffigan Decl. in Support of DFJ ¶ 10.) Plaintiff now moves the Court to grant Default Final Judgment against Defendants and submits this Motion in accordance with the Court’s March 5, 2025 Order regarding the same, ECF No. [29].

III. ARGUMENT

A. Default Judgment Should be Entered Against Defendants.

This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338. Personal jurisdiction over Defendants and venue in this district are proper under 28 U.S.C. § 1391 as Defendants direct business activities toward consumers within this district and cause harm to Plaintiff’s business through various Internet based e-commerce stores operating under the E-commerce Store Names. (Am. Compl. ¶¶ 1-3, 8, 12, 26.)

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.” In order to prevail on its trademark infringement claim under Section 32 of the Lanham Act, Plaintiff 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, 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, which 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. 15 U.S.C. § 1125(a)(1). As with trademark infringement claims, the test for liability for false designation of origin under Section 43(a) is also “whether the public is likely to be deceived or confused by the similarity of the marks at issue.” Two Pesos, Inc. v. Taco Cabana, Inc., 505 U.S. 763, 780, 112 S. Ct. 2753, 2763 (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 Plaintiff’s Amended Complaint, including specifically those pled in Paragraphs 8-15, 22-30, 39-43, 46-51, 54-56, 59-62, properly allege the elements for each of the above claims. Moreover, the factual allegations in Plaintiff’s Amended Complaint, substantiated by the evidence submitted herewith, conclusively establish Defendants’ liability under each of the claims 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 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.") Pursuant to 15 U.S.C. § 1116, this Court should permanently enjoin Defendants from continuing to infringe any of Plaintiff's intellectual property rights, including the Plaintiff's 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, 392-93, 126 S. Ct. 1837, 164 L. Ed. 2d 641 (2006). As demonstrated herein and based upon the issuance of the temporary restraining order and preliminary injunction entered in this matter, Plaintiff has clearly carried its burden on each of the four factors, warranting permanent injunctive relief, because Defendants have unlawfully used Plaintiff's trademarks and associated goodwill to make a profit. Accordingly, permanent injunctive relief is appropriate.

Defendants' actions merit permanent injunctive relief, not only to protect Plaintiff's reputation, but also to protect consumers from being deceived as to the quality and source of products bearing Plaintiff's trademarks. The facts alleged in Plaintiff's Amended Complaint, substantiated by the evidence submitted herewith, show Defendants are "continuously infringing and inducing others to infringe" Plaintiff's Marks by using them to advertise, promote, and sell goods bearing and/or using marks which are identical or altered to be identical to the Plaintiff's Marks. (See Am. Compl. ¶ 40; see also Tritton Decl. ¶¶ 11-15; Burns Decl. ¶ 4; Burns Decl. in Support of Notice ¶ 5; see generally Defendants' E-commerce Store Names.)

Plaintiff is clearly suffering, and will continue to suffer, irreparable injury if Defendants' infringing activities are not permanently enjoined. (Tritton Decl. ¶¶ 10, 26.) 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, Plaintiff’s Amended Complaint alleges that Defendants’ unlawful actions have caused irreparable injury to Plaintiff and will continue to do so if Defendants are not permanently enjoined. (Am. Compl. ¶¶ 29, 36, 44, 52, 57, 63.) Defendants have defaulted upon Plaintiff’s factual allegations in that respect.

Additionally, Plaintiff has no adequate remedy at law so long as Defendants continue to use the Plaintiff trademarks in connection with the operation of the E-commerce Store Names because Plaintiff will have no control of the quality of what appears to be its products in the marketplace. (See Am. Compl. ¶¶ 22-23, 41, 47, 56, 62.) An award of money damages alone will not cure the injury to Plaintiff’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 Plaintiff’s trademarks, whereas Plaintiff faces hardship from loss of sales and its inability to control its reputation. In reality, 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 Plaintiff’s property interest in the Plaintiff’s Marks, which are the touchstones of trademark law.

Furthermore, as admitted by Defendants through default, (i) the E-commerce Store Names, associated payment accounts, and any other alias seller names used in connection with the sale of counterfeit and infringing goods bearing and/or using one of more of Plaintiff’s trademarks 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

schemes and cause harm to Plaintiff. (See Am. Compl. ¶ 15.) 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 to Plaintiff's control by Defendants, their registrars, and/or registries. Further, Defendants, their agents or assigns, should be required to (i) assign all rights, title, and interest, to their E-commerce Store Names to Plaintiff and (ii) instruct all search engines to permanently disable, delist or deindex websites' uniform resource locators ("URLs") and the e-commerce stores from all search engines, so they may no longer be used for illegal purposes. (*Id.* at ¶ 64(f)-(i).)

Furthermore, the E-commerce Store Names, private message accounts, usernames, e-commerce stores, social media accounts, and e-mail addresses used by Defendants in connection with their promotion, offering for sale, and/or sale of goods bearing and/or using counterfeits and/or infringements of the Plaintiff's Marks via the E-commerce Store Names should be permanently suspended and/or terminated by the Defendants and the applicable third-party service providers so that they may no longer be used to facilitate Defendants' counterfeiting activities. (*Id.* at ¶ 64(m)-(n).)

Absent the transfer of the E-commerce Store Names, the disabling, delisting or deindexing of the websites' uniform resource locators ("URLs") and e-commerce stores from all search engines, and suspension and/or termination of the messaging accounts, e-mail addresses, Defendants will remain free to continue infringing Plaintiff's trademarks with impunity, will continue to benefit from the Internet traffic to those e-commerce stores built through the unlawful use of Plaintiff's trademarks, and will continue to defraud the public by their illegal activities. Further, the surrender of the counterfeit merchandise bearing and/or using the Plaintiff's Marks from Internet marketplace and social media websites would permanently remove these counterfeit goods from the stream of commerce to further protect the public from being defrauded by Defendants' worthless items.

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.

Defendants have created an Internet-based counterfeiting and infringing scheme and are profiting from the deliberate misappropriation of Plaintiff’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.⁵

⁵ See, e.g., Chanel, Inc. v. Individuals, No. 24-cv-24731-BB, 2025 U.S. Dist. LEXIS 29500 (S.D. Fla. Feb. 18, 2025) (ordering, *inter alia*, (i) transfer of E-commerce Store Names at issue as part of grant of permanent injunction, (ii) assignment of all rights, title, and interest to defendants’ E-commerce Store Names used to promote, offer for sale, and/or sell goods bearing counterfeits and/or infringements of plaintiff’s trademarks to plaintiff, (iii) permanent de-indexing or delisting of defendants’ E-commerce Store Names, and (iv) suspension and/or termination of e-mail addresses and/or messaging accounts used by defendants to facilitate their counterfeiting activities); St-Honore v. Individuals, No. 24-cv-23663-BB, 2024 U.S. Dist. LEXIS 220248 (S.D. Fla. Dec. 4, 2024) (same); Chanel, Inc. v. Individuals, No. 24-cv-22336-BB, 2024 U.S. Dist. LEXIS 145638 (S.D. Fla. Aug. 15, 2024) (same); Chanel, Inc. v. civel.shop, No. 23-cv-61106-BB, 2023 U.S. Dist. LEXIS 212686 (S.D. Fla. Nov. 28, 2023) (same); Burberry Limited v. Individuals, Case No. 24-cv-24954-BB (S.D. Fla. Feb. 28, 2025) (same). See also Tiffany (NJ) LLC v. Individuals, No. 23-62371-CIV-ROSENBERG, 2024 U.S. Dist. LEXIS 29996 (S.D. Fla. Feb. 21, 2024) (same); Chanel, Inc. v. Individuals, No. 23-62201-CIV-RUIZ, 2024 U.S. Dist. LEXIS 21804 (S.D. Fla. Feb. 5, 2024, docketed Feb. 6, 2024) (same); Chanel, Inc. v. Individuals, No. 23-60565-CIV-SINGHAL, 2024 U.S. Dist. LEXIS 15576 (S.D. Fla. Jan. 29, 2024) (same); Chanel, Inc. v. Individuals, No. 22-62301-CIV-ALTONAGA, 2023 U.S. Dist. LEXIS 26605 (S.D. Fla. Feb. 16, 2023) (same); Richemont Int’l SA v. Individuals, No. 22-61033-CIV-MARTINEZ, 2022 U.S. Dist. LEXIS 190126 (S.D. Fla. Oct. 18, 2022) (same).

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 or 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), Plaintiff 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 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"). This case is no exception.

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.

Plaintiff's Marks are renowned worldwide as identifiers of high-quality merchandise, and the fact that Defendants offered for sale and sold goods using marks which are identical or altered to be identical to such strong marks shows their desire and purpose to trade upon Plaintiff'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 Plaintiff's reputation to Plaintiff'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 Defendants intentionally copied Plaintiff's Marks for the purpose of deriving the benefit of Plaintiff's world-famous reputation. In any event, Defendants defaulted on Plaintiff's allegations of willfulness. (Am. Compl. ¶ 29.) See Arista Records, Inc. 298 F. Supp. 2d at 1313 (finding a Court may infer willfulness from the defendants' default). As such, this Court should award a significant amount of statutory damages under the Lanham Act to ensure Defendants do not continue their intentional and willful counterfeiting activities.

Based on the above considerations, Plaintiff respectfully 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 two (2) marks which are in fact counterfeits of Plaintiff's Marks. (Am. Compl. ¶¶ 16, 22-24, 40; see also Declaration of Emma-Jane Tritton in Support of Plaintiff's Motion for Entry of Default Final Judgment Against Defendants ["Tritton Decl. in Support of DFJ"] ¶ 5 and Ex. 1 thereto, Statutory Damages Calculation Chart;⁶ filed herewith; see also Tritton Decl. ¶¶ 11-15; 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

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 Tritton Decl. in Support of DFJ ¶ 5 and Ex. 1 attached thereto.)

goods bearing counterfeits of, at least one of the Plaintiff's Marks at issue in this action via its respective E-commerce Store Name.) And, as noted above, based upon the evidence Plaintiff has presented, it is reasonable to infer Defendants' infringement was willful. As such, a Statutory Damages Calculation Chart has been prepared, illustrating the statutory damages award calculated per Defendant. (See Tritton Decl. in Support of DFJ ¶ 5 and Ex. 1 attached thereto.) As reflected in the chart, Plaintiff calculated the statutory damages awards by starting with a baseline of \$20,000.00, trebled to reflect Defendants' willfulness, and doubled for the purpose of deterrence, resulting in \$120,000.00 per Plaintiff's Mark counterfeited per type of good sold per Defendant. (*Id.*) Plaintiff then multiplied the \$120,000.00 baseline number by the number of Plaintiff's trademarks counterfeited and the number of different types of goods offered for sale by each Defendant. (*Id.*) As further set forth in Exhibit "1" to the Tritton Decl. in Support of DFJ, Plaintiff is requesting a statutory damage award in the amount of \$120,000.00 per Plaintiff's Mark counterfeited per type of good sold against each Defendant as partial compensation to Plaintiff and to deter Defendants and others from continuing to counterfeit Plaintiff's trademarks. (See Tritton Decl. in Support of DFJ ¶¶ 5-6 and Ex. 1 thereto, the Statutory Damages Calculation Chart illustrating the method of calculating the statutory damage award per Defendant.)

Plaintiff's requested damage amount as to each Defendant is well within the permissible statutory range under 15 U.S.C. § 1117(c)(2) and 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). 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 1220-21 ("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, Plaintiff's request herein.⁷

⁷ See, e.g., Chanel, Inc. v. Individuals, No. 24-cv-24731-BB, 2025 U.S. Dist. LEXIS 29500 (S.D. Fla. Feb. 18, 2025) (entry of statutory damages award using a baseline of \$30,000.00, trebled to reflect willfulness and doubled for the purpose of deterrence, resulting in \$180,000.00 per trademark counterfeited per type of good offered for sale and/or sold); St-Honore v. Individuals, Bus. Entities, & Unincorporated Ass'ns Identified on Schedule "A", No. 24-cv-23663-BB, 2024 U.S. Dist. LEXIS 220248 (S.D. Fla. Dec. 4, 2024) (entry of statutory damages award using a baseline of \$20,000.00, trebled to reflect willfulness and doubled for the purpose of deterrence, resulting in

3. Plaintiff's Damages as to Count II for False Designation of Origin, Count III for Common Law Unfair Competition, and Count IV for Common Law Trademark Infringement.

Plaintiff'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), Florida's common law trademark infringement (Count III), and Florida's common law trademark infringement (Count IV). As to Counts II, III, and IV, the allowed scope of monetary damages is also encompassed in 15 U.S.C. § 1117(c). Accordingly, judgment on Counts II, III, and IV should be limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

IV. CONCLUSION

For the foregoing reasons, Plaintiff, Richemont International SA, 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.

\$120,000.00 per trademark counterfeited per type of good offered for sale and/or sold); Chanel, Inc. v. Individuals, No. 24-cv-22336-BB, 2024 U.S. Dist. LEXIS 145638 (S.D. Fla. Aug. 15, 2024) (entry of statutory damages award using a baseline of \$30,000.00, trebled to reflect willfulness and doubled for the purpose of deterrence, resulting in \$180,000.00 per trademark counterfeited per type of good offered for sale and/or sold); adidas AG v. Individuals, Bus. Entities, & Unincorporated Ass'ns Identified on Schedule "A", No. 23-cv-62191-BB, 2024 U.S. Dist. LEXIS 33208 (S.D. Fla. Feb. 27, 2024) (entry of statutory damages award using a baseline of \$20,000.00, trebled to reflect willfulness and doubled for the purpose of deterrence, resulting in \$120,000.00 per trademark counterfeited per type of good offered for sale and/or sold); Burberry Limited v. Individuals, Case No. 24-cv-24954-BB (S.D. Fla. Feb. 28, 2025) (same). See also Tiffany (NJ) LLC v. Individuals, No. 23-62371-CIV-ROSENBERG, 2024 U.S. Dist. LEXIS 29996 (S.D. Fla. Feb. 21, 2024) (awarding statutory damages of \$300,000.00 per trademark counterfeited per type of good offered for sale as to each of the defendants); Chanel, Inc. v. Individuals, No. 23-62201-CIV-RUIZ, 2024 U.S. Dist. LEXIS 21804 (S.D. Fla. Feb. 5, 2024, docketed Feb. 6, 2024) (awarding statutory damages of \$1,000,000.00 against each of the defendants based upon their use of at least one trademark on one type of good); Chanel, Inc. v. Individuals, No. 23-60565-CIV-SINGHAL, 2024 U.S. Dist. LEXIS 15576 (S.D. Fla. Jan. 29, 2024) (same); Chanel, Inc. v. Individuals, No. 22-62301-CIV-ALTONAGA, 2023 U.S. Dist. LEXIS 26605 (S.D. Fla. Feb. 16, 2023) (awarding statutory damages of \$120,000.00 per trademark counterfeited per type of good offered for sale as to each of the defendants); Richemont Int'l SA v. Individuals, No. 22-61033-CIV-MARTINEZ, 2022 U.S. Dist. LEXIS 190126 (S.D. Fla. Oct. 18, 2022) (awarding statutory damages of \$1,000,000.00 against each of the defendants based on at least two trademarks counterfeited and one type of good sold).

Dated: March 18, 2025.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By: **Stephen M. Gaffigan**

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Attorneys for Plaintiff

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

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		kezhzhouwei0514@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
21	jeordwatch.co	Zhang Di @jeordwatch6	URHE6GQMLJ WS6		jeordwatch@gmail.com info@jeordwatch.co

22	kernelluxuy.com			dx18605886632@163.com	Andrewchun69@gmail.com PWP-0633DA0F87C7D7C775C46E2D5D2EFE5B@PRIVACYGUARDIAN.ORG WhatsApp: +86 190 1281 5052
22	supermanluxury.com			dx18605886632@163.com	Andrewchun69@gmail.com WhatsApp: +86 190 1281 5052
23	kohvjewelry.com		VQGKNHFJA4JXA		support@kohvjewelry.com
24	marielco.com		5SPGDZVCY8TB4		support@marielco.com
25	mqszy.shop	PRODO CROWN SHOP	HL9H8UF8QJ7WJ HN5XTHUCQLJGG UEPT2DD8GGQKG		mqbee88@gmail.com
25	sdyy.shop		HL9H8UF8QJ7WJ		mqbee88@gmail.com
26	primetickers.com		P3VJHHV6QP33N		contact@primetickers.com 3CF0EA2B6C524D4A9787E74AC513B837.PR OTECT@WITHHELDFORPRIVACY.COM
27	puhifyhj.online	洛阳灿佳商贸有限公司	UXP93MQVUA2DG		ieu9989@163.com
28	rariate.com	N&M Co. Ltd	W689E84A4SR9W		admin@elttes.com PW-50A9F0166DEF5832FC2841216DCBBCA9@PRIVACYGUARDIAN.ORG
29	replicabest.store		9WLP868VMUY6E		
30	repicaluxuryshop.com	RSL Online Platform	CNG2LHREQEYW8		contact@repicaluxuryshop.com
31	repicawatch.shop	Bartoletti-Lockman		PankratzCooner445@gmail.com	service@repicawatch.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@shoppingserv.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@onlineshoppingservices.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@PR IVACYGUARDIAN.ORG
40	tickunique.is	MeetCadeau Co., Ltd.	6QLHZ526VAB 74	vinking-wiio@outlook.com	cstickunique@gmail.com WhatsApp: +44 7355 236610

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 18, 2025, a true copy of the foregoing was served upon Defendants via e-mail to the e-mail addresses at which Defendants were served and via website posting by posting copies of the same on the Court authorized serving notice website located at the URL: <http://servingnotice.com/RUM7tz/index.html>.

Stephen M. Gaffigan
Stephen M. Gaffigan