

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
CASE NO. 22-62000-CIV-RUIZ**

FEDERATION OF THE SWISS  
WATCH INDUSTRY FH, *et al.*,

Plaintiffs,

vs.

BESTINTIMES.ME, *et al.*

Defendants.

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**PLAINTIFFS' MOTION FOR ENTRY OF FINAL DEFAULT JUDGMENT  
AGAINST DEFENDANTS AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

Plaintiffs, Federation of the Swiss Watch Industry FH, Audemars Piguet Holding SA, Breitling SA, Breitling U.S.A. Inc., Hublot SA, Genève, Omega SA, Patek Philippe SA Geneve, Henri Stern Watch Agency, Inc., Turlen Holding SA, and LVMH Swiss Manufactures SA (“Plaintiffs”), by and through their undersigned counsel, hereby move this Honorable Court for an entry of final default judgment against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule “A” hereto (collectively “Defendants”). In support thereof, Plaintiffs submit the following Memorandum of Law.

**I. INTRODUCTION**

Plaintiffs initiated this action against Defendants through the filing of their Complaint for trademark counterfeiting and infringement (Count I), false designation of origin (Count II), cybersquatting (Count III), common law unfair competition (Count IV), and common law trademark infringement (Count V). Defendants are in default, and the prerequisites for a default judgment have been met. As relief, Plaintiffs seek default judgment finding Defendants liable on all counts of Plaintiffs’ Complaint. Plaintiffs pray such judgment includes the entry of a permanent injunction and awards of statutory damages to Plaintiffs for Defendants’ willful counterfeiting pursuant to 15 U.S.C. § 1117(c) and cybersquatting pursuant to 15 U.S.C. § 1117(d). Plaintiffs also request the Court cancel, or at Plaintiffs’ election, transfer the domain names at issue to Plaintiffs, assign all rights, title and interest to the domain names at issue to Plaintiffs, and permanently disable, delist, or de-index the websites’ uniform resource locators (“URLs”) and the

domain names at issue from any search engines in order to ensure the associated websites may no longer be used as a means for selling goods bearing counterfeits and infringements of Plaintiffs' trademarks and infringing upon Plaintiffs' rights.

## **II. STATEMENT OF FACTS**

### **A. Plaintiffs' Rights.**

The Federation of the Swiss Watch Industry FH ("Federation") is the owner of the federally registered certification trademarks listed in Paragraph 5 of the Declaration of David Luther in Support of Plaintiffs' Application for Temporary Restraining Order and Preliminary Injunction ("Swiss Marks"), which are used in connection with the certification of watches and other horological instruments of Swiss origin. (See Declaration of David Luther in Support of Plaintiffs' Application for Temporary Restraining Order and Preliminary Injunction<sup>1</sup> ("Luther Decl. in Support of TRO") ¶ 5 [ECF No. 5-2]; see also Certificates of Registrations for Swiss Marks attached as Comp. Ex. "1" to the Complaint.) The Federation is a non-profit trade association with its principal place of business in Bienne, Switzerland. The Federation and its predecessors have been protecting the interests of the Swiss watch industry for more than 150 years. The Federation is the Swiss watch industry's leading trade association with nearly 500 members, representing more than 90% of all Swiss watch manufacturers. (Luther Decl. in Support of TRO ¶ 2.) The Federation is authorized by the Swiss government to enforce the standards established by Swiss law concerning the geographical origin and quality associated with Swiss watches and other horological instruments. (Luther Decl. in Support of TRO ¶ 6.) The Federation obtained the Swiss Marks as part of its efforts to protect the use the Swiss geographical designation for watches. (*Id.*)

Audemars Piguet Holding SA is a member of the Federation and the owner of the federally registered trademarks listed in Paragraph 15 of the Declaration of David Luther ("Audemars Piguet Marks"), which are used in connection with the manufacture and distribution of high-quality watches and other horological instruments. (Luther Decl. in Support of TRO ¶ 15; see also Certificates of Registrations for the Audemars Piguet Marks attached as Comp. Ex. "2" to the Complaint.)

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<sup>1</sup> Plaintiffs' *Ex Parte* Application for Temporary Restraining Order and Preliminary Injunction [ECF No. 5], together with supporting declaration and exhibit, are incorporated herein by reference.

Breitling SA is a member of the Federation and the owner of the federally registered trademarks listed in Paragraph 25 of the Declaration of David Luther (“Breitling Marks”), which are used in connection with the manufacture and distribution of high-quality watches and other horological instruments. (Luther Decl. in Support of TRO ¶ 25; see also Certificates of Registrations for the Breitling Marks at issue attached as Comp. Ex. “3” to the Complaint.) Breitling U.S.A. Inc. is a subsidiary of Breitling SA and is the exclusive distributor of Breitling brand watches in the United States.

Hublot SA, Genève is a member of the Federation and the owner of the federally registered trademarks listed in Paragraph 35 of the Declaration of David Luther (“Hublot Marks”), which are used in connection with the manufacture and distribution of high-quality watches and other horological instruments. (See Luther Decl. in Support of TRO ¶ 35; see also Certificates of Registrations for the Hublot Marks at issue attached as Comp. Ex. “4” to the Complaint.)

Omega SA is a member of the Federation and the owner of the federally registered trademarks listed in Paragraph 45 (“Omega Marks”) of the Declaration of David Luther, which are used in connection with the manufacture and distribution of high-quality watches and other horological instruments. (Luther Decl. in Support of TRO ¶ 45; see also Certificates of Registrations for the Omega Marks at issue attached as Comp. Ex. “5” to the Complaint.)

Patek Philippe SA Geneve, a member of the Federation, and Henri Stern Watch Agency, Inc. are the owners of the federally registered trademarks listed in Paragraph 55 (“Patek Philippe Marks”) of the Declaration of David Luther, which are used in connection with the manufacture and distribution of high-quality watches and other horological instruments. (Luther Decl. in Support of TRO ¶ 55; see also Certificates of Registrations for the Patek Philippe Marks at issue attached as Comp. Ex. “6” to the Complaint.) Henri Stern Watch Agency, Inc. is a subsidiary of Patek Philippe SA Geneve and is the exclusive importer and distributor of brand watches in the United States.

Turlen Holding SA (“Turlen”) is a member of the Federation and the owner of the federally registered trademark listed in Paragraph 65 (“Richard Mille Mark”) of the Declaration of David Luther, which is used in connection with the manufacture and distribution of high-quality watches and other horological instruments. (See Luther Decl. in Support of TRO ¶ 65; see also Certificates of Registrations for the Richard Mille Mark at issue attached as Comp. Ex. “7” to the Complaint.)

LVMH Swiss Manufactures SA is a member of the Federation and the owner of the federally registered trademarks listed in Paragraph 75 (“Tag Heuer Marks”) of the Declaration of David Luther, which are used in connection with the manufacture and distribution of high-quality watches and other horological instruments. (Luther Decl. in Support of TRO ¶ 75; see also Certificates of Registrations for the Tag Heuer Marks at issue attached as Comp. Ex. “8” to the Complaint.)

The Swiss Marks, Audemars Piguet Marks, Breitling Marks, Hublot Marks, Omega Marks, Patek Philippe Marks, Richard Mille Mark, and Tag Heuer Marks (collectively “Plaintiffs’ Marks”) are symbols of Plaintiffs’ respective quality, reputations, and goodwill and have never been abandoned. (See Luther Decl. in Support of TRO ¶¶ 9, 17, 27, 37, 47, 57, 67, 77.) Moreover, Plaintiffs have expended substantial resources developing, advertising, and otherwise promoting their respective trademarks. (Id. at ¶¶ 10, 19, 29, 39, 49, 59, 69, 79.)

Furthermore, Plaintiffs extensively use, advertise, and promote Plaintiffs’ Marks in the United States in interstate commerce in association with high-quality goods, and carefully monitor and police the use of the trademarks. (Id. at ¶¶ 9, 13, 17–19, 22, 27–29, 32, 37–39, 42, 47–49, 52, 57–59, 62, 67–69, 72, 77–79, 82.) As a result, members of the trade and consuming public readily identify goods bearing Plaintiffs’ Marks as being quality merchandise sponsored and approved by Plaintiffs, and the respective Marks have achieved secondary meaning as identifies of high-quality products. (Id. at ¶¶ 11–12, 20–21, 30–31, 40–41, 50–51, 60–61, 70–71, 80–81.) At all times relevant, Defendants have been aware of Plaintiffs’ (a) ownerships of Plaintiffs’ Marks; (b) exclusive rights to use and license such Marks; and (c) substantial goodwill embodied in, and favorable recognition for, Plaintiffs’ Marks.

## **B. Defendants’ Infringing Acts.**

As alleged by Plaintiffs, admitted by default, and established by the evidence submitted herewith, Defendants operate or control the fully interactive, commercial Internet websites operating under the domain names identified in Schedule “A” hereto (the “Subject Domain Names”).<sup>2</sup> As such, Defendants are the active, conscious, and dominant forces behind the

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<sup>2</sup> Some Defendants use their Subject Domain Names to act as supporting domain names to direct traffic to their fully interactive, commercial websites operating under other Subject Domain Names, from which consumers can complete purchases. Declaration of Virgilio Gigante in Support

promotion, advertisement, distribution, offering for sale, and/or sale of watches and other horological instruments in interstate commerce using counterfeits and confusingly similar imitations of one or more Plaintiffs' Marks (the "Counterfeit Goods"). (See Compl. ¶¶ 16–23, 104; Luther Decl. in Support of TRO ¶¶ 85–87; Gigante Decl. in Support of FDJ ¶ 2; see also relevant web page captures from Defendants' websites operating under the Subject Domain Names displaying Plaintiffs' branded items offered for sale ("Defendants' Subject Domain Names") attached as Comp. Ex. "9" to the Complaint [ECF No. 1-10 through 1-13], incorporated herein by reference.

Further, as admitted by Defendants through default, at all times relevant, Defendants have had full knowledge of Plaintiffs' ownership of Plaintiffs' Marks, including their exclusive rights to use and license such intellectual property and the goodwill associated therewith. (Compl. ¶ 109.) Defendants do not have, nor have they ever had, the right or authority to use Plaintiffs' Marks for any purpose. (See Luther Decl. in Support of TRO ¶¶ 85–86.) 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 their Internet websites operating under the Subject Domain Names. (See Compl. ¶ 104; see also Luther Decl. in Support of TRO ¶¶ 85–87; Gigante Decl. in Support of FDJ ¶ 2; see also Defendants' Websites attached as Comp. Ex. "9" to the Complaint [ECF No. 1-10 through 1-13].)

Plaintiffs' evidence, obtained as a result of their investigation of Defendants, clearly demonstrates Defendants are engaged in the fraudulent promotion, advertisement, distribution, offering for sale, and/or sale of watches and other horological instruments using counterfeits of Plaintiffs' Marks. (See Luther Decl. in Support of TRO ¶¶ 85–87; Defendants' Websites attached

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of Motion for Final Default Judgment ("Gigante Decl. in Support of FDJ"), filed herewith, ¶ 2, n.1. Some of the supporting domain names, when accessed directly, appear to be blog style or non-operating websites; however, when visited from a search engine such as Google, visitors are redirected to the fully interactive websites operating under other Subject Domain Names. (Id.) Other supporting domain names either automatically redirect and forward to a fully interactive, commercial Internet website operating under one of the Subject Domain Names or redirect a consumer to a fully interactive, commercial Internet website operating under one of the Subject Domain Names upon clicking a product or link on the website. (Id.) Accordingly, the redirecting websites are identified as such in Schedule "A" to the Plaintiffs' Motion for Final Default Judgment and the web pages for the Subject Domain Names which operate as redirecting websites are included with the web pages to which those sites redirect, as shown in Composite Exhibit "9" to the Complaint. (Id.)

as Comp. Ex. “9” to the Complaint [ECF No. 1-10 through 1-13].) Plaintiffs’ representative, who is fully familiar with the standards for certification concerning the use of the Swiss Marks and has been trained to identify the distinctions between genuine versions of Plaintiffs’ branded merchandise and counterfeit copies of the same, reviewed and visually inspected Defendants’ Websites, including images reflecting the various items bearing Plaintiffs’ Marks offered for sale by Defendants via the websites operating under the Subject Domain Names and/or the websites to which those domain names redirect, and determined the products were non-genuine, unauthorized versions of Plaintiffs’ products and do not comply with the certification standards for use of the Swiss Marks. (See Luther Decl. in Support of TRO ¶¶ 86–87.)

### **C. Procedural Background**

On October 27, 2022, Plaintiffs filed their Complaint for Injunctive Relief and Damages against Defendants. On October 31, 2022, Plaintiffs filed their *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. 6],<sup>3</sup> which the Court granted on November 2, 2022 [ECF No. 8], authorizing Plaintiffs to serve the Summonses, Complaint, and all filings and discovery in this matter upon Defendants via electronic mail (“e-mail”) or via website posting on Plaintiffs’ serving notice website. Pursuant to the Court’s Order authorizing alternate service, Plaintiffs served Defendants with their respective Summons and a copy of the Complaint via e-mail and website posting on November 8, 2022. (See Gigante Decl. in Support of FDJ ¶ 3; Proof of Service [ECF No. 18].)

The time allowed for Defendants to respond to the Complaint has expired. (Gigante Decl. in Support of FDJ ¶ 4.) Defendants have not been granted any extension of time to respond, nor have they served or filed an Answer or other formal response. (Id. at ¶ 5.) To Plaintiffs’ knowledge, Defendants are not infants or incompetent persons, and, upon information and belief, the Servicemembers Civil Relief Act does not apply. (Id. at ¶ 6.)

On December 1, 2022, Plaintiffs filed their Request for Clerk’s Entry of Default as to Defendants [ECF No. 22]. The Clerk subsequently entered Default against Defendants on December 8, 2022, for failure to appear, plead, or otherwise defend pursuant to Rule 55(a) of the

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<sup>3</sup> Plaintiffs’ *Ex Parte* Motion for Alternate Service [ECF No. 6], together with supporting declaration and exhibit, are incorporated herein by reference.

Federal Rules of Civil Procedure [ECF No. 24]. Plaintiffs now move the Court to grant Final Default Judgment against Defendants.

### **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 throughout the United States, including within the State of Florida and this district, and cause harm to Plaintiffs' businesses within this district through the Internet websites operating under the Subject Domain Names. (See Compl. ¶¶ 1–3, 12, 16, 20, 104, 108.)

##### **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 Complaint, pleadings, and declaration filed in support of Plaintiffs' Motion for Entry of Final Default 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 their trademark infringement claim under Section 32 of the Lanham Act, Plaintiffs must demonstrate (1) they had prior rights to the marks at issue and (2) Defendants had adopted a mark or name that was the same, or confusingly similar to Plaintiffs' Marks, 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, Plaintiffs must prove that Defendants used in commerce, in connection with any goods or services, any word, term, name, symbol or device, or any combination thereof, or any false designation of origin, which is likely to deceive as to the affiliation, connection, or association of Defendants with Plaintiffs, or as to the origin, sponsorship, or approval, of Defendants' goods by Plaintiffs. 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).

Plaintiffs' Complaint also sets forth a cause of action for cybersquatting pursuant to the Anticybersquatting Consumer Protection Act ("ACPA") 15 U.S.C. § 1125(d). To prevail under 15 U.S.C. § 1125(d), a plaintiff must demonstrate that "(1) its mark is distinctive or famous and entitled to protection; (2) the defendant's domain name is identical or confusingly similar to the plaintiff's mark; and (3) the defendant registered or used the domain name with a bad faith intent to profit." Bavaro Palace, S.A. v. Vacation Tours, Inc., 203 Fed. Appx. 252, 256, 2006 WL 2847233, at \*3 (11th Cir. 2006). See also 15 U.S.C. § 1125(d).

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. v. MedPets.com, Inc., 336 F. Supp. 2d 1213, 1217-18 (S.D. Fla. 2004).

The well-pled factual allegations of Plaintiffs' Complaint, including specifically those pled in Paragraphs 16–23, 104–119, 126–128, 133–137, 141–144, 148–150 and 153–156, properly allege the elements for each of the above claims. Moreover, the factual allegations in Plaintiffs' Complaint, substantiated by the evidence submitted herewith, conclusively establish Defendants' liability under each of the claims asserted in the Complaint. (See Luther Decl. in Support of TRO ¶¶ 85–87; Gigante Decl. in Support of FDJ ¶ 2.) Accordingly, Default Judgment pursuant to Rule 55 of the Federal Rules of Civil Procedure should be entered against Defendants.



**B. Plaintiffs' 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 Plaintiffs to prevent further infringement absent an injunction. See Jackson v. Sturkie, 255 F. Supp. 2d 1096, 1103 (N.D. Cal. 2003) (“[D]efendant’s lack of participation in this litigation has given the court no assurance that defendant’s infringing activity will cease. Therefore, plaintiff is entitled to permanent injunctive relief.”). Pursuant to 15 U.S.C. § 1116, this Court should permanently enjoin Defendants from continuing to infringe any of Plaintiffs’ intellectual property rights, including Plaintiffs’ 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, Plaintiffs have clearly carried their burden on each of the four factors, warranting permanent injunctive relief. Accordingly, permanent injunctive relief is appropriate.

Defendants’ actions merit permanent injunctive relief, not only to protect Plaintiffs’ reputations, but also to protect consumers from being deceived as to the quality and source of products bearing Plaintiffs’ trademarks. The facts alleged in Plaintiffs’ Complaint, substantiated by the evidence submitted herewith, shows Defendants are “continuously infringing and inducing others to infringe” Plaintiffs’ Marks by using them to advertise, promote, and sell goods bearing marks which are identical or altered to be identical to Plaintiffs’ Marks. (See Compl. ¶ 127; see

also Luther Decl. in Support of TRO ¶¶ 85–87; see generally Defendants’ Websites attached as Comp. Ex. “9” to the Complaint [ECF No. 1-10 through 1-13].)

Plaintiffs are clearly suffering, and will continue to suffer, irreparable injury if Defendants’ infringing activities are not permanently enjoined. (Luther Decl. in Support of TRO ¶ 98.) 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, Plaintiffs’ Complaint alleges that Defendants’ unlawful actions have caused Plaintiffs irreparable injury, and will continue to do so if Defendants are not permanently enjoined. (Compl. ¶ 123.) Defendants have defaulted upon Plaintiffs’ factual allegations.

Additionally, Plaintiffs have no adequate remedy at law so long as Defendants continue to operate the websites under the Subject Domain Names because Plaintiffs will have no control of the quality of what appear to be their products in the marketplace. An award of monetary damages alone will not cure the injury to Plaintiffs’ reputations 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 Plaintiffs’ trademarks, whereas Plaintiffs face hardship from loss of sales and their inability to control their reputations. 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, a permanent injunction will prevent consumer confusion and deception in the marketplace and will protect Plaintiffs’ property interest in Plaintiffs’ Marks, which are the touchstones of trademark law.

Furthermore, as admitted by Defendants through default, (i) the Subject Domain Names are essential components of Defendants' online activities, and (ii) the Subject Domain Names themselves are one of the means by which Defendants further their counterfeiting and infringement scheme and cause harm to Plaintiffs. (See Compl. ¶ 20.) Therefore, to effectuate the injunction as a practical matter, the Subject Domain Names, and any other domain names being used and/or controlled by Defendants to promote, offer for sale, and/or sell goods bearing or using counterfeits or infringements of Plaintiffs' Marks, should be ordered transferred to Plaintiffs' control by Defendants, their registrars, and/or registries. Additionally, the URLs used by Defendants to promote, advertise, offer for sale, and sell their Counterfeit Goods via the Subject Domain Names, should be permanently disabled, de-indexed, or delisted by any Internet search engines. Further, Defendants, their agents or assigns, should be required to assign all rights, title, and interest, to their Subject Domain Names to Plaintiffs and instruct all search engines to permanently delist or deindex the Subject Domain Names. Absent the transfer of the Subject Domain Names and the assignment of all rights, title, and interest to the Subject Domain Names, and the disablement and/or delisting of the Subject Domain Names from all search engines, Defendants will remain free to continue infringing Plaintiffs' trademarks with impunity and will continue to benefit from the Internet traffic to those websites built through the unlawful use of Plaintiffs' Marks.

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.<sup>4</sup>

Defendants have created an Internet-based counterfeiting and infringement scheme and are profiting from their deliberate misappropriation of Plaintiffs’ rights. Accordingly, the Court should permanently prohibit Defendants from conducting their unlawful activities and eliminate the means by which Defendants conduct their unlawful activities by canceling or transferring the Subject Domain Names to Plaintiffs, assigning all rights, title, and interest to the Subject Domain Names to Plaintiffs, and disabling, delisting, or deindexing the Subject Domain Names from all search engines so they may be disabled from further use as platforms for the sale of counterfeit goods.

## **2. Damages - 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

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<sup>4</sup> See, e.g., Adidas AG v. Adidasco.Com, No. 22-CV-61170-RAR, 2022 U.S. Dist. LEXIS 184269 (S.D. Fla. Aug. 16, 2022) (Ruiz, R.) (ordering, *inter alia*, (i) transfer of domain names at issue as part of grant of permanent injunction, (ii) assignment of all rights, title, and interest to defendants’ domain names used to promote, offer for sale, and/or sell goods bearing counterfeits and/or infringements of plaintiff’s trademarks to plaintiff, and (iii) permanent disablement, de-indexing or delisting of defendants’ domain names and corresponding website URLs from internet search engines); Louis Vuitton Malletier v. aaalvshop.com, No. 19-cv-61986-RAR, 2019 U.S. Dist. Lexis 223657 (S.D. Fla. Nov. 21, 2019) (Ruiz, R.) (same); adidas AG v. adidasfactoryoutlet.com, No. 22-cv-62597-RAR (S.D. Fla. May 24, 2022) (Ruiz, R.) (same); Chanel, Inc. v. chanelfakestore.com, No. 21-cv-61640-RAR (S.D. Fla. Oct. 12, 2021) (Ruiz, R.) (same); Chanel, Inc. v. 2ureplicachanel.com, No. 21-cv-60335-RAR (S.D. Fla. April 9, 2021) (Ruiz, R.) Chanel, Inc. v. Chanelbags.ru, No. 20-cv-62335-RAR (S.D. Fla. Dec. 29, 2020) (Ruiz, R.) (same); Chanel, Inc. v. 3ureplicachanel.com, No. 20-cv-61281-RAR (S.D. Fla. Aug. 25, 2020) (Ruiz, R.) (same). See also Chanel, Inc. v. 8creplicachanel.com, No. 19-cv-61719-RS, 2019 U.S. Dist. Lexis 146369 (S.D. Fla. Aug. 28, 2019) (Smith, R.) (same); Chanel, Inc. v. aaachanelshop.ru, No. 19-cv-62119-UU, 2019 U.S. Dist. Lexis 175511 (S.D. Fla. Oct. 8, 2019) (Ungaro, U.) (same); Richemont Int’l SA v. swisscartier.cn, No. 18-60662-Civ, 2018 U.S. Dist. Lexis 221656 (S.D. Fla. Nov. 15, 2018) (Scola, R.) (same); adidas AG v. 2017nmdshoes.us, No. 18-cv-61176-BB, 2018 U.S. Dist. Lexis 216790 (S.D. Fla. July 31, 2018) (Bloom, B.) (same); Cartier Int’l A.G. v. replicapaneraiwatches.cn, No. 17-cv-62401-KMM, 2018 U.S. Dist. Lexis 188943 (S.D. Fla. Apr. 2, 2018) (Moore, K.) (same); Under Armour, Inc. v. 51nfljersey.com, No. 13-62809-CIV, 2014 U.S. Dist. Lexis 56475 (S.D. Fla. Apr. 23, 2014) (Rosenbaum, J.) (same).

\$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), Plaintiffs elect to recover an award of statutory damages as to Count I of the 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.

Plaintiffs' Marks are renowned worldwide as identifiers of 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 Plaintiffs' 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 Plaintiffs' reputations, to Plaintiffs' 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. Seaescape Casino Cruises, Inc., 74 F. Supp. 2d 1261, 1268 (S.D. Fla. 1999)). Ultimately, the evidence clearly establishes Defendants intentionally copied one or more of Plaintiffs' Marks for the purpose of deriving the benefit of Plaintiffs' world-famous reputations, and Defendants defaulted on Plaintiffs' allegations of willfulness. (Compl. ¶ 111.) 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, Plaintiffs respectfully request the Court award statutory damages against each Defendant. The evidence in this case demonstrates that each Defendant promoted, distributed, advertised, offered for sale, and/or sold at least one (1) type of good bearing at least one (1) mark which is in fact a counterfeit of one of Plaintiffs' Marks. See Compl. ¶¶ 24, 34, 44, 54, 64, 74, 84, 94, 104, 127; see also Luther Decl. in Support of TRO ¶¶ 85–87; Gigante Decl. in Support of FDJ ¶ 2 see also Defendants' Websites, reflecting samples of each Defendant promoting and offering for sale goods bearing counterfeits of, at least, one of Plaintiffs' Marks at issue in this action via its respective Subject Domain Name [ECF Nos. 1-10 through 1-13].) And, as noted above, based upon the evidence Plaintiffs have presented, it is reasonable to infer Defendants' infringement was willful. As such, Plaintiffs are requesting a statutory damage award of one million dollars (\$1,000,000.00) per mark, per type of good. As each Defendant used at least one counterfeit mark on one type of good, Plaintiffs request a statutory damages award in the amount of \$1,000,000.00 against each Defendant as partial compensation to Plaintiffs and to deter Defendants and others in similar business from continuing to counterfeit Plaintiffs' trademarks.

Plaintiffs' requested damage amount 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 Plaintiffs' trademarks, compensate Plaintiffs, 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 punish and deter wrongful conduct.”). This Court and others have granted statutory damages under the Lanham Act similar to Plaintiffs’ request herein.<sup>5</sup>

### **3. Damages - Count II for False Designation of Origin.**

Plaintiffs’ 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 - III for Cybersquatting.**

Plaintiffs’ Complaint further sets forth a cause of action for cybersquatting pursuant to the Anticybersquatting Consumer Protection Act (“ACPA”), 15 U.S.C. §1125(d).<sup>6</sup> As admitted by default, and established by the evidence submitted herewith, Defendant Numbers 1–6 have acted with the bad faith intent to profit from one or more of Plaintiffs’ Marks and the goodwill associated with those trademarks by registering their corresponding Subject Domain Names, as identified on

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<sup>5</sup> See, e.g., Adidas AG v. Adidasco.Com, No. 22-CV-61170-RAR, 2022 U.S. Dist. LEXIS 184269 (S.D. Fla. Aug. 16, 2022) (Ruiz, R.) (awarding plaintiff statutory damages of one million dollars (\$1,000,000.00) per mark, per type of good for a total award of \$1,000,000.00 against each Defendant as each Defendant used at least one counterfeit mark on one type of good); St Honore v. Individuals, No. 21-cv-61394, 2021-RAR U.S. Dist. Lexis 209768 (S.D. Fla. Sept. 13, 2021) (Ruiz, R.) (same); Apple Corps v. Alchemytee, No. 21-cv-60699-RAR, 2021 U.S. Dist. Lexis 212096 (S.D. Fla. June 7, 2021) (Ruiz, R.) (same); Chanel, Inc. v. Chanel, No. 21-cv-60813-RAR, 2021 U.S. Dist. Lexis 212141 (S.D. Fla. June 4, 2021) (Ruiz, R.) (same); adidas AG v. Individuals, P’ships & Unincorporated Ass’ns, No. 20-cv-61146-RAR, 2020 U.S. Dist. Lexis 248737 (S.D. Fla. Oct. 21, 2020) (Ruiz, R.) (same); Fendi S.R.L. v. Joe Bag, No. 19-cv-61356-RAR, 2019 U.S. Dist. Lexis 169132 (S.D. Fla. Aug. 28, 2019) (Ruiz, R.) (same). See also Michael Kors, LLC v. Airtmax Store, No. 20-cv-62455-BB, 2021 U.S. Dist. Lexis 121701 (S.D. Fla. Feb. 16, 2021) (Bloom, B.) (same); Burberry Ltd. v. Individuals P’ship & Unincorporated Ass’ns, Case No. 20-cv-60573-AHS, 2020 U.S. Dist. Lexis 248453 (S.D. Fla. Oct. 30, 2020) (same) (Singhal, R.); Tiffany (NJ) LLC v. Individuals, Case No. 20-cv-60299-KMM, 2020 U.S. Dist. Lexis 143158 (S.D. Fla. June 26, 2020) (Moore, K.) (same); Malletier v. Individuals, P’ship, No. 19-cv-61021-CMA, 2019 U.S. Dist. Lexis 225874 (S.D. Fla. Dec. 12, 2019) (Cooke, M.) (same).

<sup>6</sup> The claim for relief for cybersquatting under section 43(d) of the Lanham Act, in violation of 15 U.S.C. section 1125(d) (“Claim 3”), was brought by Plaintiffs Federation, Audemars Piguet, Breitling, Hublot, Omega, Patek Philippe, and LVMH and against Defendant Numbers 1–6 only.



Schedule “B” hereto, (the “Cybersquatted Subject Domain Names”) which are identical, confusingly similar to, or dilutive of at least one of Plaintiffs’ Marks. (Compl. ¶¶ 113–119, 141–144.) The Cybersquatted Subject Domain Names incorporate one or more of Plaintiffs’ Marks in their entirety surrounded by descriptive or generic terms, rendering the domain name nearly identical to at least one of Plaintiffs’ Marks. Even minor variations to a plaintiff’s mark in a domain name can be confusingly similar. See Victoria’s Cyber Secret Ltd. P’ship v. V Secret Catalogue, Inc., 161 F. Supp. 2d 1339, 1351 (S.D. Fla. 2001) (“taking of an identical copy of another’s famous and distinctive trademark for use as a domain name creates a presumption of confusion among Internet users as a matter of law.”); DaimlerChrysler v. The Net Inc., 388 F.3d 201, 205–06 (6th Cir. 2004) (“Courts generally have held that a domain name that incorporates a trademark is ‘confusingly similar to’ that mark if ‘consumers might think that [the domain name] is used, approved, or permitted’ by the mark holder.”). Furthermore, it is indisputable that Plaintiffs’ Marks are famous and distinctive. Plaintiffs’ Marks enjoy widespread recognition and are prominent in the minds of the consuming public. (Luther Decl. in Support of TRO ¶¶ 11–12, 20–21, 30–31, 40–41, 50–51, 60–61, 70–71, 80–81.)

As to the issue of bad faith, the ACPA lists nine factors for courts to consider in determining whether a domain name has been registered or used in “bad faith” with an intent to profit from a mark in registering or using the mark in a domain name. See 15 U.S.C. § 1125(d)(1)(B)(i); Taverna Opa Trademark Corp., 2010 WL 1838384, at \*2. The nine factors are not meant to be exclusive and the Court may consider the context of the matter in making a determination of bad faith. See Victoria’s Cyber Secret Ltd. P’ship, 161 F. Supp. 2d at 1347. An examination of the relevant bad faith factors compels the conclusion that Defendants’ registration and use of the Cybersquatted Subject Domain Names violates 15 U.S.C. § 1125(d).

The first and third factors, § 1125(d)(1)(B)(I) and (III), are clearly present inasmuch as Defendant Numbers 1–6 have no rights in Plaintiffs’ Marks, and Defendant Numbers 1–6 have never used Plaintiffs’ Marks in connection with a bona fide offering of goods or services. Additionally, the fourth, fifth, and ninth factors, § 1125(d)(1)(B)(IV), (V) and (IX), weigh in Plaintiffs’ favor. As discussed above, Defendant Numbers 1–6 have clearly intentionally incorporated at least one of Plaintiffs’ Marks in their domain names to divert consumers looking for Plaintiffs Federation, Audemars Piguet, Breitling, Hublot, Omega, Patek Philippe, and/or LVMH’s Internet websites to their own Internet website for commercial gain. Such consumers are

likely to be confused as to the source and sponsorship of Defendant Numbers 1–6’s Internet websites and mistakenly believe the websites are endorsed by and/or affiliated with Plaintiffs Federation, Audemars Piguet, Breitling, Hublot, Omega, Patek Philippe, and/or LVMH. Clearly, Defendant Numbers 1–6’s registration of the Cybersquatted Subject Domain Names, in order to promote, offer for sale, and sell goods using counterfeits and/or infringements of one or more of Plaintiffs’ Marks, knowing the domain names are identical or confusingly similar to Plaintiffs’ indisputably famous and distinctive marks ensures a likelihood of confusion among consumers. See House Judiciary Committee Report on H.R. 3028, H.R. Rep. No. 106-412 p. 13 (October 25, 1999) (“The more distinctive or famous a mark has become, the more likely the owner of that mark is deserving of the relief available under this act.”).

Upon a finding of liability, the ACPA expressly empowers the Court to “order the forfeiture or cancellation of the domain name or the transfer of the domain name to the owner of the mark.” 15 U.S.C. § 1125(d)(1)(c); Victoria’s Cyber Secret Ltd. P’ship, 161 F. Supp. 2d at 1356. Accordingly, Plaintiffs Federation, Audemars Piguet, Breitling, Hublot, Omega, Patek Philippe, and LVMH are entitled to the transfer and ownership of the Cybersquatted Subject Domain Names because they are confusingly similar to one or more of Plaintiffs’ Marks. See id. at 663. Additionally, a plaintiff may elect at any time before final judgment to recover actual damages or statutory damages of not less than \$1,000.00 and not more than \$100,000.00 per domain name, as the court considers just. 15 U.S.C. § 1117(d). Plaintiffs Federation, Audemars Piguet, Breitling, Hublot, Omega, Patek Philippe, and LVMH elect statutory damages and submit that in view of Defendant Numbers 1–6’s intentional, wrongful behavior, an award in the amount of \$10,000.00 against Defendant Numbers 1–6 for each of their respective Cybersquatted Subject Domain Names, as outlined on Schedule “B” hereto, would be just. See Taverna Opa Trademark Corp., 2010 WL 1838384, at \*3 (awarding \$10,000.00 in statutory damages for the infringing domain name at issue); adidas AG v. adidasfactoryoutlet.com, No. 21-cv-62597-RAR (S.D. Fla. May 24, 2022) (awarding \$10,000.00 in statutory damages for each infringing domain name at issue).

##### **5. Damages - Count IV for Common Law Unfair Competition and Count V for Common Law Trademark Infringement.**

Plaintiffs’ Complaint also sets forth a cause of action under Florida’s common law of unfair competition (Count IV) and Florida’s common law trademark infringement (Count V). Plaintiffs

submit that judgment on Counts IV and V 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, Plaintiffs respectfully request the Court enter final default judgment and a permanent injunction against Defendants in the form of the proposed Final Default Judgment and Permanent Injunction filed herewith.

Dated: December 19, 2022.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By: **Virgilio Gigante**

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Attorneys for Plaintiffs

**SCHEDULE A**  
**DEFENDANTS BY NUMBER AND SUBJECT DOMAIN NAME**

<b>Defendant Number</b>	<b>Defendant / Subject Domain Name</b>	<b>Associated Redirect</b>
1	bestintimes.me	
1	1-1clone.com	
1	aaa-replica.com	hellorolex.so
1	amazingwatches.org	
1	apwatch.net	
1	apwatchchat.com	bestintimes.me
1	apwatches.net	apwatch.net
1	bassreplica.com	
1	bestapwatch.com	
1	bestenuhren.net	replicauhrenat.com
1	bestenuhrens.com	replicauhrenat.com
1	bestintimes.com	bestintimes.me
1	bestreplica.org	timereps.org
1	cchopardtimes.com	
1	ccluxury.org	
1	chattimes.me	
1	chopardforum.com	cchopardtimes.com
1	cinwatches.me	rolexforsale.me
1	clocktowerss.com	kuvarsitshop.com
1	cloneppwatch.com	finetimepieces.net
1	cmblogwatch.net	pureintime.net
1	cuwatch.com	
1	dermowatch.org	
1	detimer.net	replicauhrenat.com
1	dreampanerai.com	holapanerai.me
1	emyoku.com	bassreplica.com
1	fakewatchesswiss.com	usreplicas.com
1	falsiorologi.it	
1	farleftwatch.org	bassreplica.com
1	finetimepieces.net	
1	gradeclonewatch.com	perfect-clones.com
1	gradeonewatch.com	
1	hbuyings.me	
1	hellointimes.com	rolexforsale.me
1	holapanerai.net	holapanerai.me

1	hellorolex.so	
1	hellorolexwatch.com	hellorolex.so
1	hellorollie.com	hellorolex.so
1	highreplicasshop.com	hellorolex.so
1	hireplica.com	ireplicas.com
1	holapanerai.me	
1	holatime.me	
1	hotreplicas.net	
1	innotizen.com	perfect-clones.com
1	ireplicas.com	
1	jfppwatch.com	pureintime.net
1	jfreplicawatch.com	ppfake.net
1	joinwatch.net	
1	juliuswatch.info	
1	king-watches.cn	
1	kuvarsitshop.com	
1	kuvarsitwatches.com	kuvarsitshop.com
1	linkpops.net	replicauhrenat.com
1	lreplica.com	ireplicas.com
1	luxurypaneraiasale.com	hellorolex.so
1	magicrolex.com	finetimepieces.net
1	menwatchessell.com	bassreplica.com
1	mrepwatches.com	paywatches.net
1	multiluxury.com	bassreplica.com
1	nurrawatches.com	hellorolex.so
1	ok-replica.net	
1	okreplicaclock.com	tswatchesltd.com
1	okreplicawatch.com	pureintime.net
1	okrepliquemontre.com	
1	omegachat.me	
1	omegaforsale.me	king-watches.cn
1	omegasweden.org	paywatches.net
1	paybestwatch.net	paywatches.net
1	paywatches.me	paywatches.net
1	paywatches.net	
1	perfake.me	
1	perfect-clones.com	
1	pfcmarek.me	
1	popwatch.org	king-watches.cn
1	porwatch.com	paywatches.net

1	ppfake.net	
1	pureintime.net	
1	puretime03.me	
1	puretimes.me	
1	puretimeswatch.com	puretimes.me
1	replicachopard.com	cchopardtimes.com
1	replicaomegasale.com	zowatch.com
1	replicatopwatches.com	
1	replicauhrenat.com	
1	replica-watch.net	bassreplica.com
1	replicawatchonline.com	usreplicas.com
1	repswatch.org	hellorolex.so
1	rmclone.com	
1	rolexforreplica.com	
1	rolexforsale.me	
1	roowatch.com	zowatch.com
1	skytime.biz	
1	skytimepiece.com	winreplicas.com
1	skytimepiece.org	skytime.biz
1	swisspanerai.com	holapanerai.me
1	swisswatchessales.com	puretimes.me
1	swisswatchessite.com	hellorolex.so
1	tagsea.me	
1	timepiecebuy.org	
1	timereps.org	
1	topgradewatch.com	perfect-clones.com
1	toppuretime.com	puretimes.me
1	topswissclock.com	topwatchesstore.com
1	topwatchesstore.com	
1	topwatchshop.org	perfake.me
1	trustytime88.com	
1	trustytimewatch.com	
1	tswatches.me	tswatchesltd.com
1	tswatchesltd.com	
1	tswatchshop.com	tswatchesltd.com
1	tttime.co	
1	usjaeger.com	watchesclocks.me
1	usreplicas.com	
1	uswisssale.me	hellorolex.so
1	vreplicawatches.com	

1	vshublot.com	trustytime88.com
1	watchesclocks.me	
1	watchindiscount.com	bassreplica.com
1	watchpig.com	bassreplica.com
1	winreplicas.com	
1	ywatch.org	king-watches.cn
1	zowatch.com	
1	zowatch.me	zowatch.com
2	affactorywatches.com	
2	arfactory.com.cn	
2	arwatches.org	
2	bestreplicawatch.cn	
2	bestswiss.net	
2	bestwatchesrolex.com	
2	breitlingreplicawatch.com	
2	copypatekphilippe.com	
2	copyrolexdaytona.com	
2	discountwatches.cn	
2	fakepatekwatches.com	
2	fakewatchesrolex.com	
2	menswatches.com.cn	
2	newlongines.com	
2	omegashop.net.cn	
2	patek-philipe.com	
2	repicalongines.net	
2	repicapatekphilippe.com	
2	repicawatch.ac.cn	
2	repicawatchesmap.org	
2	watchesoutlet.com.cn	
3	omegafamily.co	
4	allswisswatch.eu	allswisswatch.is
4	allswisswatch.is	
4	elitereplicawatch.eu	elitereplicawatch.is
4	elitereplicawatch.is	
4	replicahaus.ca	
4	replicahause.com.au	
4	replicahause.fr	
4	replicahause.is	
4	shopreplica.eu	
4	thereplicahaus.es	



5	betterbuywatches.com	replicamagicwatch.to
5	betterbuywatches.me	replicamagicwatch.to
5	e-luxurywatches.com	replicamagicwatch.to
5	e-luxurywatches.me	replicamagicwatch.to
5	replicamagic.is	
5	replicamagicwatch.me	
5	replicamagicwatch.to	
5	suitewatches.com	replicamagicwatch.to
5	swissexpert.me	replicamagicwatch.to
5	swissexpert.net	replicamagicwatch.to
5	swissreplicas.to	
5	watchsourceguide.com	replicamagicwatch.to
6	luxurywatchreplica.com	
6	noobfactorywatch.com	
6	noobreplicawatches.com	
6	repicaluxurywatch.com	
6	repिकासale.online	
6	repिकासale.vip	
6	repicawatchprice.com	
6	swissclonewatch.com	
6	swissluxuryreplica.com	
6	swissreplicashop.com	
6	swisswatches.vip	
7	361watches.com	
8	aaareplicawatch.co	aaa-replicawatch.co
8	aaa-replicawatch.co	
9	affordablewatches.ru	
10	annashop.com.ua	
11	biao.sr	
12	avenwatchesalike.co	
13	bywatch.co	
14	chasy-vip.by	
15	chinanoobwatch.cx	
15	replicachinawatch.cc	
16	chinwatch.co	
17	choosepopwatches.co	
18	cheapestwrist.co	
18	cheapestwrist.com	cheapestwrist.co
18	chrono4usale.co	
18	chronosale.co	chrono4usale.co

18	highluxurystore.co	
19	classicwatchess.com	
20	clonesuperwatch.io	
20	clonesuperwatch.ru	clonesuperwatch.io
21	cloudwatches.co	
21	x-watch.co	x-watches.co
21	x-watches.co	
22	contests4moms.com	watchcopy.live
22	watchcopy.live	
23	copwatchalike.co	copywatchalike.is
23	copywatchalike.co	copywatchalike.is
23	copywatchalike.is	
24	dealerclocks.shop	
24	dealerclocks.to	
25	deuhr.de	
26	donghosieure.vn	
27	eta-uhren.de	
28	fakewatchesforsell.com	
28	salefakewatches.com	
29	frmontre.fr	
29	replicareloj.co	
29	rrwatch.co	
29	watchfeed.co	
30	frs.fo	
31	hahabags.ru	ihahabags.ru
31	ihahabags.ru	
32	hontwatch.ru	
33	intime05.co.uk	
34	intime06.co	
35	intimereplica.co	
36	intimewatch.net	
37	iwatchclone.co	
38	jemontres.co	
39	jtime.io	
40	luxurypurse.cn	
40	replicaswatches.co	
40	ukwatches.cn	
41	magazin1.replicano.org	
42	minutka.by	
43	montrereplique.co	

44	montresdeluxe.co	
45	mywatches.com.pk	
45	replicawatches.pk	
45	rshop.com.pk	
46	noobwristwatch.net	
47	onlinewatcha.com	
48	orologiit.it	
49	orologireplicablog.com	
50	oscarfreirerelojoaria.com.br	
51	otxwatches.net	
52	perfectreplicawatch.to	perfectreplicawatches.to
52	perfectreplicawatches.to	
53	pkwatchstore.com	
54	pro-watch.co	
54	relojline.co	
54	watch-demo.cc	
54	watchesgoing.co	pro-watch.co
55	relojesreplicas.es	
55	relojessuizosdelujo.com	
55	replicasrelojesbaratos.com	
55	replikuhrenshop.de	
56	replicamade.is	
57	replica-relojes.es	
57	replicas-relojs.es	
58	replicashop1.com.ua	
59	replicas-relojes.es	
60	replica-uhren-shop.cc	
61	replicawatchreport.co	replicawatchreports.co
61	replicawatchreports.co	
62	rolexwanduhr.de	
63	royalwatches.pk	
64	skywalt.com	
65	teatrorivellino.it	
66	thefakewatches.com	
67	time-expert.com.ua	
68	trb88.club	
69	trustytimewatch88.io	
70	vipwatches.eu	
71	vogkopi.com	
72	vollmer-replica.com	

73	watchesi.co	
73	watchi.co	watchesi.co
74	watchesproduct.com	
74	watcheswork.com	
75	watchesyoga.io	
76	watchhutuk.com	
77	watch-paradise-1.ru	
77	watch-paradise-1.su	watch-paradise-1.ru
78	wristclone.ru	
79	yupoo.com.ru	yupoobrand.ru
79	yupoobrand.ru	

**SCHEDULE “B”**  
**CYBERSQUATTING DEFENDANTS BY NUMBER AND**  
**CYBERSQUATTED SUBJECT DOMAIN NAME**

<b>Defendant Number</b>	<b>Cybersquatting Defendant</b>	<b>Infringing Subject Domain Name(s)</b>	<b>Requested Statutory Damage Award</b>
1	bestintimes.me	apwatch.net	\$140,000.00
		apwatchchat.com	
		apwatches.net	
		bestapwatch.com	
		omegachat.me	
		omegaforsale.me	
		omegasweden.org	
		replicaomegasale.com	
		swisswatchessales.com	
		swisswatchessite.com	
		tagsea.me	
		topswissclock.com	
		uswisssale.me	
		vshublot.com	
2	affactorywatches.com	bestswiss.net	\$70,000.00
		breitlingreplicawatch.com	
		copypatekphilippe.com	
		fakepatekwatches.com	
		omegashop.net.cn	
		patek-philipe.com	
		replicapatekphilippe.com	
3	omegafamily.co	omegafamily.co	\$10,000.00
4	allswisswatch.eu	allswisswatch.eu	\$20,000.00
		allswisswatch.is	
5	betterbuywatches.com	swissexpert.me	\$30,000.00
		swissexpert.net	
		swissreplicas.to	
6	luxurywatchreplica.com	swissclonewatch.com	\$40,000.00
		swissluxuryreplica.com	
		swissreplicashop.com	
		swisswatches.vip	

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on December 19, 2022, a true copy of the foregoing was served upon Defendants via the e-mail addresses at which Defendants were served, and by posting copies of the same on Plaintiffs' designated service notice website appearing at the URL <https://servingnotice.com/WoS5n1/index.html>.

**Virgilio Gigante**\_\_\_\_\_

Virgilio Gigante