

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 21-61332-CIV-RUIZ**

CHANEL, INC.,

Plaintiff,

vs.

ANALUXURYFASHION, *et al.*,

Defendants.

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

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

I. INTRODUCTION

Chanel 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), 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, Chanel seeks default judgment finding Defendants liable on all counts of Chanel’s Amended Complaint. Chanel prays such judgment includes the entry of a permanent injunction and an award of statutory damage¹ to Chanel for Defendants’ willful counterfeiting pursuant to 15 U.S.C. § 1117(c) and cybersquatting pursuant to 15 U.S.C. § 1117(d). Chanel also requests the Court cancel, or at Chanel’s election, transfer the domain names at issue to Chanel, assign all rights, title and interest, to the Subject Domain Names to Chanel, and permanently delist the Subject Domain Names from all search engines to ensure the associated websites may no longer be used as a means for selling goods bearing and/or using counterfeits and infringements of Chanel’s trademarks and infringing upon

¹ Chanel is not requesting the Court award damages against Defendants jointly and severally, therefore, there is no possibility of inconsistent liability.

Chanel's rights. Chanel further requests the Court order permanent disablement and/or termination of Defendants' private message application accounts, including e-mail addresses, and order the listings and associated images of goods bearing and/or using counterfeits and/or infringements of the Chanel Marks used by Defendants be permanently removed from all Internet marketplace, social media, image hosting websites, and the goods of each Defendant bearing one or more of the Chanel Marks held by the Internet marketplace, social media, and image hosting websites be surrendered to Chanel to ensure the associated e-commerce stores, photo albums, and social media accounts may no longer be used as a means for selling goods bearing and/or using counterfeits and infringements of Chanel's trademarks and infringing upon Chanel's intellectual property rights.

II. STATEMENT OF FACTS

A. Plaintiff's Rights.

Chanel is, and at all times relevant hereto has been, the owner of all rights in and to the federally registered trademarks identified in Paragraph 4 of the Declaration of Javier Diaz in Support of Chanel's *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets² ("Diaz Decl."), which are used in connection with the manufacture and distribution of high-quality luxury goods in the categories identified therein (the "Chanel Marks"). (See Diaz Decl. ¶¶ 4-5 [ECF No. 6-1]; see also United States Trademark Registrations for the Chanel Marks at issue, attached as Comp. Ex. 1 to the Amended Complaint, [ECF No. 16-1], incorporated herein by reference.) The Chanel Marks are symbols of Chanel's quality, reputation, and goodwill and have never been abandoned. (Diaz Decl. ¶ 7.) Moreover, Chanel has expended substantial time, money, and other resources developing, advertising, and otherwise promoting its trademarks. (*Id.* at ¶¶ 6-7.) Accordingly, the Chanel Marks qualify as famous marks as the term is used in 15 U.S.C. § 1125(c)(1).

Furthermore, Chanel has extensively used, advertised, and promoted the Chanel Marks in the United States, in association with its high-quality luxury goods, and has carefully monitored and policed the use of the Chanel Marks. (*Id.* at ¶¶ 6-8.) As a result of Chanel's efforts, members of the consuming public readily identify products bearing the Chanel Marks as being high quality merchandise sponsored and approved by Chanel. (*Id.*) Accordingly, the Chanel Marks have

² Chanel's *Ex Parte* Application for Entry of Temporary Restraining Order, Preliminary Injunction, and Order Restraining Transfer of Assets (the "Application for TRO") together with supporting declarations and exhibits, [ECF No. 6], are incorporated herein by reference.

achieved secondary meaning as identifiers of high-quality luxury goods.

B. Defendants' Infringing Acts.

As alleged by Chanel, admitted by default, and established by the evidence submitted herewith, Defendants operate Internet based e-commerce stores and interactive photo albums established via third-party marketplace, social media, or image hosting websites under their seller identification names and/or commercial Internet websites under their domain names identified on Schedule "A" hereto (the "Seller IDs and Subject Domain 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 Seller IDs and Subject Domain Names bearing and/or using counterfeit and confusingly similar imitations of the Chanel Marks (the "Counterfeit Goods"). (See Am. Compl. ¶¶ 7-14, 24-40, 45-49, 52-57, 60-66, 70-72, 75-78; see also Diaz Decl. ¶¶ 9, 11-14; Declaration of Stephen M. Gaffigan in Support of Chanel's Application for TRO ["Gaffigan Decl."] ¶¶ 2-3 [ECF No. 6-2]; Declaration of Eric Rosaler in Support of Chanel's Application for TRO ["Rosaler Decl."] ¶ 4 [ECF No. 6-4]; Declaration of Kathleen Burns in Support of Chanel's Application for TRO ["Burns Decl."] ¶ 4 [ECF No. 6-15]; see all respective Declarations of Eric Rosaler in Support of Plaintiff's Notice of Identification of Additional PayPal Accounts Used by Defendant Numbers 5, 11, 16, 19, 40-44, and 47 [ECF Nos. 18-1, 30-1] [collectively referred to herein, "Rosaler Decl. in Support of Notice of Additional PayPal Accounts"] at ¶ 5; respective Declarations of Kathleen Burns in Support of Plaintiff's Notice of Identification of Additional Aliases and PayPal Accounts Used by Defendant Numbers 11, 16, 40-44, and 47 [ECF Nos. 18-3, 28-2, 29-2] [collectively referred to herein, "Burns Decl. in Support of Notice of Additional Aliases and PayPal Accounts"] at ¶ 5; respective Declarations of Lora Moffat in Support of Plaintiff's Notice of Additional Aliases and PayPal Accounts Used by Defendant Numbers 41 and 42 [ECF Nos. 28-1, 29-1] [collectively referred to herein, "Moffat Decl. in Support of Notice of Additional Aliases and PayPal Accounts"] at ¶¶ 5-8, all incorporated herein by reference;³ see also web page captures and images from Defendants' e-commerce stores, photo albums, and commercial websites operating under the Seller IDs and Subject Domain Names displaying the

³ On July 26, 2021, August 9, 2021, August 18, 2021, and September 9, 2021, Chanel filed respective Notices of Identification of Additional Aliases and/or PayPal Accounts Used By Defendant Numbers 5, 11, 16, 19, 40-44, and 47 (collectively referred to herein, "Notices of Additional Aliases and PayPal Accounts"), together with the respective supporting declarations and exhibits [ECF Nos. 18, 28, 29, 30], which are all incorporated herein by reference.

counterfeit and infringing Chanel branded items offered for sale [“Defendants’ Seller IDs and Subject Domain Names”] attached as Comp. Ex. 1 to the Rosaler Decl. [ECF Nos. 6-5 through 6-14], Comp. Ex. 1 to the Burns Decl. [ECF Nos. 6-16 through 6-17], Comp. Ex. 1 to the Rosaler Decls. in Support of Notice of Additional PayPal Accounts [ECF Nos. 18-2, 30-1], and Comp. Ex. 1 to the Burns Decls. in Support of Notice of Additional Aliases and PayPal Accounts [ECF Nos. 18-4, 28-3, 29-3].)

Further, as admitted by Defendants through default, at all times relevant, Defendants have had full knowledge of Chanel’s ownership of the Chanel Marks, including its exclusive right to use and license such intellectual property and the goodwill associated therewith. (Am. Compl. ¶ 29.) Defendants do not have, nor have they ever had, the right or authority to use the Chanel Marks for any purpose. (See Diaz Decl. ¶¶ 9, 13-14.) 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 Seller IDs and Subject Domain Names. (Am. Compl. ¶¶ 7-14, 24-40, 45-49, 52-57, 60-66, 70-72, 75-78; see also Diaz Decl. ¶¶ 9, 11-14; Gaffigan Decl. ¶¶ 2-3; Rosaler Decl. ¶ 4 and Comp. Ex. 1 thereto; Burns Decl. ¶ 4 and Comp. Ex. 1 thereto; Rosaler Decls. in Support of Notice of Additional PayPal Accounts ¶ 5 and Comp. Ex. 1 thereto; Burns Decls. in Support of Notice of Additional Aliases and PayPal Accounts ¶ 5 and Comp. Ex. 1 thereto; Moffat Decls. in Support of Notice of Additional Aliases and PayPal Accounts ¶¶ 5-8.)

Chanel’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 Chanel Marks. Counsel for Chanel retained AED Investigations, Inc. (“AED”), and Invisible Inc (“Invisible”), both licensed private investigative firms (collectively “Investigative Firms”), to investigate the promotion and sale of counterfeit and infringing versions of Chanel-branded products by Defendants and to obtain the available payment account data for the receipt of funds paid to Defendants for the sale of counterfeit Chanel-branded merchandise through the Seller IDs and Subject Domain Names. (Diaz Decl. ¶ 10; Gaffigan Decl. ¶ 2; Rosaler Decl. ¶ 3; Burns Decl. ¶ 3; Rosaler Decls. in Support of Notice of Additional PayPal Accounts ¶ 3; Burns Decls. in Support of Notice of Additional Aliases and PayPal Accounts ¶ 3; Moffatt Decls. in Support of Notice of Additional Aliases and PayPal Accounts ¶ 5.)

The Investigative Firms accessed all of the e-stores, photo albums, and websites operating under Defendants' Seller IDs and Subject Domain Names, placed an order from each Defendant for the purchase of various products – each bearing and/or using counterfeits of, at least, one of the Chanel Marks at issue – and requested each product be shipped to addresses in the Southern District of Florida. (See Rosaler Decl. ¶ 4, nn.1-2, 7, and Comp. Ex. 1 thereto; Burns Decl. ¶ 4, nn.1-2, and Comp. Ex. 1 thereto; Rosaler Decl. in Support of Notice of Additional PayPal Accounts ¶ 5 and Comp. Exs. 1 thereto; Burns Decl. in Support of Notice of Additional Aliases and PayPal Accounts ¶ 5 and Comp. Exs. 1 thereto.) Following the submission of the orders, the Investigative Firms received information for finalizing payment for the products ordered via Defendants' respective payment accounts and/or payee, as identified on Schedule "A" hereto.⁴ (See Rosaler Decl. ¶ 4, nn.3-5; Burns Decl. ¶ 4, nn.3-6; Rosaler Decl. in Support of Notice of Additional PayPal Accounts ¶ 5; Burns Decl. in Support of Notice of Additional Aliases and PayPal Accounts ¶ 5.) At the conclusion of the process, the detailed web page captures and images of the various products offered for sale and ordered via Defendants' Seller IDs and Subject Domain Names, together with photographs of products received, were sent to Chanel's representative for inspection. (Rosaler Decl. ¶¶ 4-5, n.2; Burns Decl. ¶¶ 4-5, n.2; Gaffigan Decl. ¶ 2, n.1; Diaz Decl. ¶¶ 11-13, n.1; Moffatt Decl. in Support of Notice of Additional Aliases and PayPal Accounts ¶¶ 7-8.)

Chanel's representative, Javier Diaz, who has the ability to identify distinctions between genuine Chanel branded merchandise and counterfeit copies of the same, conducted a review of and visually inspected the detailed web page captures and photographs reflecting the Chanel branded products identified and captured by the Investigative Firms, and determined the products to be non-genuine, unauthorized versions of Chanel's goods. (Diaz Decl. ¶¶ 12-14; see also Moffatt Decl. in Support of Notice of Additional Aliases and PayPal Accounts ¶¶ 7-9.)

C. Procedural Background

On June 28, 2021 and July 26, 2021, Chanel filed its Complaint and Amended Complaint for Damages and Injunctive Relief against Defendants, respectively, [ECF Nos. 1, 16]. On June

⁴ The e-mail addresses and other means of electronic contact provided by Defendants in connection with their respective Seller IDs and Subject Domain Names, including any e-mail addresses used to communicate with the Investigative Firms, are included in Schedule "A" annexed hereto. (Gaffigan Decl. ¶ 3, n.5; Rosaler Decl. ¶ 4, n.6; Burns Decl. ¶ 4, n.7.)

29, 2021, Chanel filed its Application for TRO, [ECF No. 6], which the Court subsequently granted on July 2, 2021, and entered an Order Granting Plaintiff's Application for TRO (the "Temporary Restraining Order"), [ECF No. 11]. On August 2, 2021, the Court held a hearing on Plaintiff's Motion for Preliminary Injunction and indicated at the hearing that the Motion for Preliminary Injunction would be granted. (See [ECF No. 27]).

The Temporary Restraining Order required, *inter alia*, PayPal, Inc. ("PayPal"),⁵ Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform ("AliExpress"), Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. ("Ant Financial Services"), AliPay (China) Internet Technology Co. Ltd., Alipay.com Co., Ltd., and Alipay Singapore E-Commerce Private Limited (collectively, "Alipay"), Amazon Payments, Inc. ("Amazon"), ContextLogic, Inc., which operates the Wish.com website ("ContextLogic"), Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, and their related companies and affiliates to identify and restrain all funds in Defendants' associated payment accounts, including all financial accounts tied to, associated with, 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, Chanel's counsel received notice from the applicable financial institutions that they complied with the requirements of the Court's Orders. (See Declaration of Stephen M. Gaffigan in Support of Plaintiff's Motion for Entry of Final Default Judgment Against Defendants ["Gaffigan Decl. in Support of FDJ"] ¶ 2, filed herewith.)

On June 29, 2021, Chanel 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. 7], which the Court granted on July 2, 2021 [ECF No. 10], authorizing Chanel to serve the Summonses and Amended Complaint in this matter upon Defendants via electronic mail ("e-mail") or via website posting by posting copies of the same on Chanel's designated serving notice website appearing at the URL <http://servingnotice.com/cp05e/index.html>. (Gaffigan Decl. in Support of FDJ ¶ 4.) Pursuant to the

⁵ After the Court's entry of the Temporary Restraining Order, Chanel discovered Defendant Numbers 5, 11, 16, 19, 40-44, and 47, were using additional PayPal accounts to receive money in connection with their respective Seller IDs and Subject Domain Names, and under some newly identified aliases. (See Gaffigan Decl. in Support of FDJ ¶ 2, n.1.) Accordingly, pursuant to the Court's Temporary Restraining Order, Chanel requested PayPal restrain all funds in those Defendants' respective additional accounts. (See Notices of Additional Aliases and PayPal Accounts [ECF Nos. 18, 28, 29, 30].)

Court's Order Granting Motion for Alternate Service, on July 27, 2021 and July 29, 2021, Chanel served all Defendants with their respective Summons, a copy of the Complaint, and Amended Complaint via e-mail service and via website posting. (*Id.* at ¶ 5; see also [ECF No. 31], Proof of Service on file with the Court.)

The time allowed for Defendants to respond to the Amended Complaint has expired. (Gaffigan Decl. in Support of FDJ ¶ 6.) Defendants have not been granted any extension of time to respond, nor have they served or filed an Answer or other response. (*Id.* at ¶ 7.) To Chanel's knowledge, none of the Defendants are infants or incompetent persons, and, upon information and belief, the Servicemembers Civil Relief Act does not apply. (*Id.* at ¶ 8.) On September 9, 2021 and September 10, 2021, Chanel filed its Requests for Clerk's Entry of Default [ECF Nos. 32, 34, respectively]. (*Id.* at ¶ 9.) The Clerk subsequently entered default against all Defendants on September 10, 2021 and September 13, 2021, for failure to plead or otherwise defend pursuant to Rule 55(a) of the Federal Rules of Civil Procedure, [ECF Nos. 33, 35, respectively]. (*Id.*) Chanel now moves the Court to grant Final Default Judgment against Defendants in accordance with the Court's September 28, 2021 Order [ECF No. 36].

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 Chanel's business through multiple e-commerce stores, photo albums, and Internet websites operating under the Seller IDs and Subject Domain Names. (See Am. Compl. ¶¶ 1-3, 7-14, 27-28.)

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 declaration filed in support of Chanel's 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.” In order to prevail on its trademark infringement claim under Section 32 of the Lanham Act, Chanel 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, Chanel 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 Chanel, or as to the origin, sponsorship, or approval, of Defendants' goods by Chanel. 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).

Chanel's Amended 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), Chanel 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., 336 F. Supp. 2d at 1217-18.

The well-pled factual allegations of Chanel’s Amended Complaint, including specifically those pled in Paragraphs 7-14, 24-40, 45-49, 52-57, 60-66, 70-72, and 75-78 properly allege the elements for each of the above claims. Moreover, the factual allegations in Chanel’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 Chanel 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 Chanel’s intellectual property rights, including the Chanel 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 entered in this matter, Chanel has clearly carried its burden on each of the four factors, warranting permanent injunctive relief, because it has shown that Defendants used Chanel's trademarks and associated goodwill to make a profit without authorization. Accordingly, permanent injunctive relief is appropriate.

Defendants' actions merit permanent injunctive relief, not only to protect Chanel's reputation, but also to protect consumers from being deceived as to the quality and source of products bearing and/or using Chanel's trademarks. The facts alleged in Chanel's Amended Complaint, substantiated by the evidence submitted herewith, show Defendants are "continuously infringing and inducing others to infringe" the Chanel Marks by using them to advertise, promote, and sell goods bearing marks which are identical or altered to be identical to the Chanel Marks. (Am. Compl. ¶ 46; see also Diaz Decl. ¶¶ 4-5, 9-14; Gaffigan Decl. ¶¶ 2-3; Rosaler Decl. ¶¶ 4-5; Burns Decl. ¶¶ 4-5; Rosaler Decl. in Support of Notice of Additional PayPal Accounts ¶ 5; Burns Decl. in Support of Notice of Additional Aliases and PayPal Accounts ¶ 5; Moffatt Decl. in Support of Notice of Additional Aliases and PayPal Accounts ¶¶ 8-9; see generally Defendants' Seller IDs and Subject Domain Names, attached as Comp. Ex. 1 to the Rosaler Decl. and Burns Decl.; Comp. Exs. 1 to the Rosaler Decl. in Support of Notice of Additional PayPal Accounts; and Comp. Exs. 1 to the Burns Decl. in Support of Notice of Additional Aliases and PayPal Accounts.)

Chanel is clearly suffering, and will continue to suffer, irreparable injury if Defendants' infringing activities are not permanently enjoined. (Diaz Decl. ¶¶ 8, 18; Moffatt Decl. in Support of Notice of Additional Aliases and PayPal Accounts ¶ 10.) 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, Chanel's Amended Complaint alleges that Defendants' unlawful actions have caused irreparable injury to Chanel, and will continue to do so if Defendants are not permanently enjoined. (Am. Compl. ¶¶ 31, 42, 50, 58, 68, 72, 78.) Defendants have defaulted upon Chanel's factual allegations in that respect.

Additionally, Chanel has no adequate remedy at law so long as Defendants continue to use Chanel's trademarks in commerce because Chanel will have no control of the quality of what appears to be its products in the marketplace. (See Am. Compl. ¶¶ 41, 58, 67, 73, 79.) An award of monetary damages will not cure the injury to Chanel'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 Chanel's trademarks, whereas Chanel faces hardship from loss of sales and its inability to control its reputation. In fact, Defendants have no cognizable hardship, as they will be prohibited from selling counterfeit goods, which is an illegal act to begin with. Finally, the public has an interest in the issuance of a permanent injunction against Defendants to prevent consumers from being misled by Defendants' products. See Chanel, Inc. v. besumart.com, 240 F. Supp. 3d 1283, 1291 (S.D. Fla. 2016) ("[A]n injunction to enjoin infringing behavior serves the public interest in protecting consumers from such behavior." (alteration added) (citation omitted)); BellSouth Adver. & and Publ'g. Corp. v. Real Color Pages, Inc., 792 F. Supp. 775, 785 (M.D. Fla. 1991) (holding "[i]n a trademark infringement or unfair competition case, a third party, the consuming public is present and its interests are paramount."). Ultimately, a permanent injunction will prevent consumer confusion and deception in the marketplace, and will protect Chanel's property interest in its Marks, which are the touchstones of trademark law.

Furthermore, as admitted by Defendants through default, (i) the Seller IDs and Subject Domain Names and associated payment accounts are essential components of Defendants' counterfeiting and infringing activities; and (ii) the e-commerce stores, seller identification names, photo albums, usernames, private messaging accounts, and domain names themselves are how Defendants further their counterfeiting and infringement scheme and cause harm to Chanel. (See Am. Compl. ¶ 14.) Therefore, to effectuate the injunction as a practical matter, the Subject Domain Names should be ordered transferred by Defendants 26-49, their Registrars, and/or Registries, to Chanel's control. Further, Defendants 26-49, their agents or assigns, should be required to assign all rights, title, and interest, to their Subject Domain Names to Chanel, and instruct all search engines to permanently delist or deindex the Subject Domain Names so they may no longer be used for illegal purposes. (Id. at ¶ 80(c)-(f).)

Additionally, the e-mail addresses and private messaging services and/or accounts 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 Chanel Marks via the Seller IDs and Subject Domain Names should be permanently suspended and/or terminated by the Defendants and the applicable third-party service providers so the e-mail addresses and private messaging accounts may no longer be used to facilitate Defendants' counterfeiting activities. (*Id.* at ¶ 64(g)-(h).)

Furthermore, all listings and associated images of goods bearing and/or using counterfeits and/or infringements of the Chanel Marks via the Seller IDs including but not limited to the listings and associated images corresponding to the Amazon Standard Identification Numbers ("ASINs")⁶ identified on Schedule "A" hereto, and any other alias seller identification names being used and/or controlled by Defendants to promote, offer for sale and/or sell goods bearing and/or using counterfeits and/or infringements of the Chanel Marks, should be permanently removed by any messaging service and Internet marketplace website operators and/or administrators. Moreover, the goods of each Defendant bearing and/or using one or more of the Chanel Marks that are in the inventory, possession, custody or control of any of Defendants' Internet marketplace website operators and/or administrators should be surrendered to Chanel. (*Id.* at ¶ 64(k)-(l).) Absent the transfer of the Subject Domain Names, termination of the e-mail addresses, including private messaging accounts, and the removal of all Defendants' listings and associated images, including those appearing at the associated ASINs, Defendants will remain free to continue infringing Chanel's trademarks with impunity, will continue to benefit from the Internet traffic to those domain names, e-commerce stores, and photo albums built through the unlawful use of the Chanel Marks, and will continue to defraud the public by their illegal activities. Further, the surrender of the counterfeit goods bearing the Chanel Marks from Internet marketplace, social media, and image hosting 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

⁶ The Amazon Standard Identification Number ("ASIN") for the various Chanel branded products were obtained either from the Product Information / Description segments or the URLs of the infringing Chanel-branded items captured and downloaded by Invisible, all of which are identified on Schedule "A" hereto. (*See* Burns Decl. at n.8 and Schedule "A" thereto.) The ASIN is a unique 10-digit alphanumeric identifier Amazon assigns to each product. (*See id.*)

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.⁷

Defendants have created an Internet-based counterfeiting and infringement scheme and are profiting from the deliberate misappropriation of Chanel’s rights. Accordingly, the Court should

⁷ See, e.g., Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 21-cv-60813-RAR (S.D. Fla. June 4, 2021) (ordering, *inter alia*, (i) transfer of domains to plaintiff, (ii) assignment of all rights, title and interest of defendants’ domains used to promote, offer for sale, and/or sell goods bearing counterfeits and/or infringements of plaintiff’s trademarks to plaintiff, and (iii) disablement, de-indexing or delisting of defendants’ domains from Internet search engines); Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 21-cv-60308-RAR (S.D. Fla. May 14, 2021) (same); adidas AG v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 20-cv-61146-RAR (S.D. Fla. Oct. 21, 2020) (ordering, *inter alia*, transfer of domains to plaintiff as part of grant of permanent injunction). See also Chanel, Inc. v. Individuals, P’ships & Unincorporated Ass’ns Identified on Schedule “A”, Case No. 20-cv-62474-AHS (S.D. Fla. March 18, 2021) (ordering, *inter alia*, (i) transfer of domains to plaintiff, (ii) assignment of all rights, title and interest of defendants’ domains used to promote, offer for sale, and/or sell goods bearing counterfeits and/or infringements of plaintiff’s trademarks to plaintiff, and (iii) disablement, de-indexing or delisting of defendants’ domains from Internet search engines); accord Richemont International SA v. Anthony Keller, Case No. 19-cv-62897-KMW (S.D. Fla. May 15, 2020) (same).

eliminate the means by which Defendants are conducting their unlawful activities to further prevent the use of these instrumentalities of infringement.⁸

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

In a case involving the use of counterfeit marks in connection with a sale, offering for sale, or distribution of goods, 15 U.S.C. § 1117(c) provides that a plaintiff may elect an award of statutory damages at any time before final judgment is rendered in the sum of not less than \$1,000.00 nor more than \$200,000.00 per counterfeit mark per type of good. 15 U.S.C. § 1117(c)(1). In addition, if the Court finds that Defendants' counterfeiting actions were willful, it may impose damages above the maximum limit up to \$2,000,000.00 per counterfeit mark per type of good. 15 U.S.C. § 1117(c)(2). Pursuant to 15 U.S.C. § 1117(c), Chanel 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

⁸ See, e.g., Chanel, Inc. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", Case No. 21-cv-60813-RAR (S.D. Fla. June 4, 2021) (order requiring, *inter alia*, Internet marketplace website operators and/or third party service providers to (i) remove all listings and associated images of goods bearing counterfeits and/or infringements of plaintiff's trademarks via defendants' e-commerce stores and/or social media accounts, (ii) cease fulfillment of and sequester all goods in its inventory, custody, or control that bear one or more of plaintiff's trademarks, and (iii) terminate e-mail addresses and messaging accounts used by defendants to facilitate their counterfeiting activities); Chanel, Inc. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", Case No. 21-cv-60308-RAR (S.D. Fla. May 14, 2021) (same); adidas AG v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", Case No. 20-cv-61146-RAR (S.D. Fla. Oct. 21, 2020) (order requiring, *inter alia*, Internet marketplace website operators and/or third party service providers to (i) remove all listings and associated images of goods bearing counterfeits and/or infringements of plaintiff's trademarks via defendants' e-commerce stores, and (ii) cease fulfillment of and sequester all goods in its inventory, custody, or control that bear one or more of plaintiff's trademarks); MPL Communications, Limited v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", Case No. 20-cv-61418-RAR (S. D. Fla. Oct. 20, 2020) (same). See also Chanel, Inc. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", Case No. 20-cv-62474-AHS (S.D. Fla. March 18, 2021) (order requiring, *inter alia*, Internet marketplace website operators and/or third party service providers to (i) remove all listings and associated images of goods bearing counterfeits and/or infringements of plaintiff's trademarks via defendants' e-commerce stores and social media accounts, (ii) cease fulfillment of and sequester all goods in its inventory, custody, or control that bear one or more of plaintiff's trademarks, and (iii) terminate messaging and e-mail accounts used by defendants to facilitate their counterfeiting activities); Richemont International SA v. Anthony Keller, Case No. 19-cv-62897-KMW (S.D. Fla. May 15, 2020) (same).

F.2d 829, 852 (11th Cir. 1990)). Indeed, an award of statutory damages is an appropriate remedy, despite a plaintiff's inability to provide actual damages caused by a defendant's infringement. Ford Motor Co. v. Cross, 441 F. Supp. 2d 837, 852 (E.D. Mich. 2006) ("[A] successful plaintiff in a trademark infringement case is entitled to recover enhanced statutory damages even where its actual damages are nominal or non-existent."). Congress enacted a statutory damages remedy in trademark counterfeiting cases because evidence of a defendant's profits in such cases is almost impossible to ascertain. See, e.g., S. REP. NO. 104-177, pt. V(7) (1995) (discussing purposes of Lanham Act statutory damages). See also PetMed Express, Inc., 336 F. Supp. 2d at 1220 (statutory damages are "especially appropriate in default judgment cases due to infringer nondisclosure"). 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.

The Chanel 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 Chanel'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 Chanel's reputation, to Chanel'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)).

Ultimately, the evidence clearly establishes Defendants intentionally copied one or more of the Chanel Marks for the purpose of deriving the benefit of Chanel's world-famous reputation, and Defendants defaulted on Chanel's allegations of willfulness. (Am. Compl. ¶¶ 29-31; see generally Defendants' Seller IDs and Subject Domain Names, attached as Comp. Ex. 1 to the Rosaler Decl. and Burns Decl.; Comp. Exs. 1 to the Rosaler Decl. in Support of Notice of Additional PayPal Accounts; and Comp. Exs. 1 to the Burns Decl. in Support of Notice of Additional Aliases and PayPal Accounts; see also Notices of Additional Aliases and PayPal Accounts.) 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, Chanel respectfully requests 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 the Chanel Marks. (Am. Compl. ¶¶ 15, 24-25; Diaz Decl. ¶¶ 4-5, 12-14; Moffatt Decl. in Support of Notice of Additional Aliases and PayPal Accounts ¶¶ 8-9; Rosaler Decl. ¶¶ 4-5; Burns Decl. ¶¶ 4-5; Rosaler Decl. in Support of Notice of Additional PayPal Accounts ¶ 5; Burns Decl. in Support of Notice of Additional Aliases and PayPal Accounts ¶ 5; see also Defendants' Seller IDs and Subject Domain Names, attached as Comp. Ex. 1 to the Rosaler Decl. and Burns Decl.; Comp. Exs. 1 to the Rosaler Decl. in Support of Notice of Additional PayPal Accounts; and Comp. Exs. 1 to the Burns Decl. in Support of Notice of Additional Aliases and PayPal Accounts, reflecting samples of each Defendant promoting and offering for sale goods bearing counterfeits of, at least, one of the Chanel Marks at issue in this action via its respective Seller ID and Subject Domain Name.) And, as noted above, based upon the evidence Chanel has presented, it is reasonable to infer each Defendant's infringement was willful. As such, Chanel is requesting a statutory damage award of two million dollars (\$2,000,000.00) per mark, per type of goods. As each Defendant used at least one counterfeit mark on one type of good,⁹ Chanel requests a statutory damage award in the amount

⁹ While all Defendants used at least one counterfeit mark on one type of goods, several Defendants engaged in particularly widespread and egregious use and counterfeiting of the Chanel Marks. For example, Defendant Number 16 used at least ten (10) counterfeit marks in connection with the sale

of \$2,000,000.00 against each Defendant as partial compensation to Chanel and to deter Defendants and others from continuing to counterfeit Chanel's trademarks.¹⁰

Chanel's 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 Chanel's trademarks, compensate Chanel, 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 Chanel's request herein.¹¹

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

Chanel's Amended Complaint also sets forth a cause of action for false designation of origin pursuant to § 43(a) of the Lanham Act (15 U.S.C. § 1125(a)) (Count II). As to Count II, the allowed scope of monetary damages is also encompassed in 15 U.S.C. § 1117(c). Accordingly,

of four (4) types of goods, Defendant Number 40 used at least six (6) counterfeit marks in connection with the sale of six (6) types of goods, and Defendant Number 41 used at least thirteen (13) counterfeit marks in connection with the sale of (10) types of goods.

¹⁰ See Am. Complaint [ECF No. 16] at 26.

¹¹ See Fendi S.R.L. v. Joe Bag, No. 19-cv-61356-RAR, 2019 U.S. Dist. LEXIS 169132 (S.D. Fla. Aug. 28, 2019) (awarding plaintiff \$1,000,000.00 against each defendant); Chanel, Inc. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", Case No. 21-cv-60813-RAR (S.D. Fla. June 4, 2021) (same); Chanel, Inc. v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", Case No. 21-cv-60308-RAR (S.D. Fla. May 14, 2021) (same); adidas AG v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", Case No. 20-cv-61146-RAR (S.D. Fla. Oct. 21, 2020) (same); MPL Communications, Limited v. Individuals, P'ships & Unincorporated Ass'ns Identified on Schedule "A", Case No. 20-cv-61418-RAR (S. D. Fla. Oct. 20, 2020) (same). See also Tiffany (NJ) LLC v. gbv jewellery store, Case No. 21-cv-60171-AHS (S.D. Fla. June 24, 2021) (awarding per mark, per type of goods sold against each Defendant for a total award amount of \$3,200,000.00 as to each of those Defendants); Chanel, Inc. v. fakebags.ru, Case No. 16-cv-62897-DPG (S.D. Fla. Feb. 27, 2017) (awarding per number of registered marks per type of goods sold against Defendant for a total award amount of \$2,100,000.00); ABS-CBN Corporation v. Jonathan Dela Cruz, Case No. 15-cv-60835-WPD (S.D. Fla. June 23, 2015) (awarding per mark infringed per type of services offered against Defendant for a total award amount of \$3,600,000.00); Chanel, Inc. v. 83bab.com, Case No. 14-cv-61002-JAL (S.D. Fla. Oct. 10, 2014) (awarding per mark, per type of goods sold against each Defendant for a total award amount of \$2,000,000.00).

judgment on Count II should be limited to the amount awarded pursuant to Count I and entry of the requested equitable relief.

4. Damages as to Count III for Cybersquatting.

Chanel's Amended Complaint further sets forth a cause of action for cybersquatting pursuant to the Anticybersquatting Consumer Protection Act ("ACPA"), 15 U.S.C. § 1125(d). As admitted by default, and established by the evidence submitted herewith, Defendant Number 29, identified on Schedule "B" hereto (the "Cybersquatting Defendant"), has acted with the bad faith intent to profit from the Chanel Marks and the goodwill associated with the Chanel Marks by registering its corresponding Subject Domain Name, also identified on Schedule "B" (the "Cybersquatted Subject Domain Name"), which is identical, confusingly similar to, or dilutive of, at least one of the Chanel Marks. (Am. Compl. ¶¶ 33-38, 60-66.) The Cybersquatted Subject Domain Name incorporates one or more of Chanel's trademarks in its entirety surrounded by a descriptive or generic term, rendering the domain name nearly identical to at least one of Chanel's trademarks. 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 the Chanel Marks are famous and distinctive. Chanel's genuine goods are among the best-selling high-quality products in the world, and the Chanel Marks enjoy widespread recognition and are prominent in the minds of the consuming public. (Diaz Decl. ¶¶ 6-8.)

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 the Cybersquatting Defendant's registration and use of the Cybersquatted Subject Domain Name violates 15 U.S.C. § 1125(d).

The first and third factors, § 1125(d)(1)(B)(I) and (III), are clearly present inasmuch as the Cybersquatting Defendant has no rights in the Chanel Marks, and the Cybersquatting Defendant has never used the Chanel 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 Chanel's favor. As discussed above, the Cybersquatting Defendant has clearly intentionally incorporated at least one of the Chanel Marks in its domain name to divert consumers looking for Chanel's Internet website to its own Internet website for commercial gain. Such consumers are likely to be confused as to the source and sponsorship of the Cybersquatting Defendant's Internet website and mistakenly believe its website is endorsed by and/or affiliated with Chanel. Clearly, the Cybersquatting Defendant's registration of the Cybersquatted Subject Domain Name, in order to promote and/or offer for sale counterfeit and infringing Chanel branded goods, knowing the domain name is identical or confusingly similar to Chanel's 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, Chanel is entitled to the transfer and ownership of the Cybersquatted Subject Domain Name because it is confusingly similar to at least one of the Chanel Marks. See id. at 663. Additionally, Chanel 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). Chanel elects statutory damages and submits that in view of the Cybersquatting Defendant's intentional, wrongful behavior, an award in the amount of \$10,000.00 against the Cybersquatting Defendant for its Cybersquatted Subject Domain Name, as identified 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).

5. Damages as to Count IV for Common Law Unfair Competition and Count V for Common Law Trademark Infringement.

Chanel's Amended 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). Chanel submits 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.

CONCLUSION

For the foregoing reasons, Plaintiff, Chanel, Inc., respectfully requests 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: October 8, 2021.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

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SCHEDULE “A”
DEFENDANTS BY NUMBER, SELLER ID, SUBJECT DOMAIN NAME, RESPECTIVE
FINANCIAL INFORMATION, AND ADDITIONAL MEANS OF CONTACT

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
1	analuxuryfashion	bertonlea@hotmail.com			WhatsApp: +8617603061115	
2	bolsos l.v chanel	anabediva50@outock.pt			DM WhatsApp: +34 642 06 07 16	
3	chanel.dio.lv.gucci	hermesezzhermes@gmail.com			DM Wechat: 6240012	
4	chenhuaying8	2335817488@qq.com			DM WhatsApp: +86 157 7979 1355	
5	cuiyeye2	5175299@qq.com 5175209@qq.com			WhatsApp: +8613178238800	
6	eva.brand.goods	evayu891201@gmail.com			WhatsApp: +0086-18149704790	
7	furshoes_wholesale	1193752402@qq.com			WhatsApp: +8619142092599	
8	hushbegs	apanhwar3@gmail.com			DM	
9	kelly_shoes1	287821339@qq.com			DM	
10	lina9869832	986983287@qq.com			DM WhatsApp: +8617689451819	
10	yisa09889	986983287@qq.com			WhatsApp: +8613615998061	
11	love brand collection	2493486587@qq.com 376428493@qq.com			DM	
12	luxury.storeglobal	lareinaguo77@gmail.com			DM	
13	luxuryshoesbags86	2583151893@qq.com			DM WhatsApp: 8617665237415	
14	meizi 2013168_g	1649366167@qq.com			WhatsApp: +8615813635980	
15	merrykick	ericsheng20@outlook.com			WhatsApp: +8618858408171	
16	moengyunxun	fashionchen1005@outlook.com			WhatsApp: +8618100591850	
16	yifeichong36241	fashionchen1005@outlook.com 675319957@qq.com 1969970170@qq.com			WhatsApp: +8615080190129	
17	nancyhenrybbbag2020	13621488409@163.com			DM WhatsApp: +86 136 2148 8409	
18	worlds brand store76	mrsilent0tear@gmail.com			WhatsApp: +92 305 6748554	
19	yaojiany	cuiyuhui1@126.com cuimingying1@yeah.net			WhatsApp: +8613386924492	
20	yiyanbags	1814574538@qq.com			DM WhatsApp: +8613760843667	
21	yofashionvip	1161646254@qq.com			DM	
22	brenda84819 aka Shop900250100 Store	Store No. 900250100 AE- Alipay@service.alibaba.com			WhatsApp: 008613530531210	
23	hankyang0117 aka Shop911259040 Store	Store No. 911259040 AE- Alipay@service.alibaba.com				

¹² Defendants’ private messaging accounts via WhatsApp and Instagram.com are denoted in this chart as telephone numbers and direct messaging (“DM”), respectively. *See* Rosaler Decl. at n.8.

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
24	2589 Store	Store No. 911603835 AE- Alipay@service.alibaba.com				
25	A-kuei	965553355@qq.com			WhatsApp: +86 159 9975 7613	
26	521bags.com	ligezhang0@gmail.com			WhatsApp: +1 2095651228 service@521bags.com support@tiktokhotpop.com	
27	areaglam.com	falcostore10@gmail.com			info@areaglam.com	
28	blessedbedding.com	ntuan8438@gmail.com			support@blessedbedding.com	
29	bolsoslvchanel.com	jhostyndiaz25@gmail.com				
30	depurses.ru aka purse inspiration	keanyongtan91@gmail.com			WhatsApp: 60165425482 WhatsApp: 8618666021721 desacpurse@gmail.com	
31	dtebags.com	pp869788680@jackwzm.cn			WhatsApp: +1 561-292-9603 service@dtebags.com	
32	exrain.com	lehuephuong46933@gmail.com			support@exrain.com	
33	lemaisonparis.com	jabouzasrendal@icloud.com			order@lemaisonparis.com WhatsApp: +1 302 4401 725	
34	luxurybag.xyz	zhong1995ju0202@gmail.com			WhatsApp: 8618826227375	
35	luxurybagweb.com	paypal@tradinggogo.com			WhatsApp: +8618677773661 Mell.Billi@gmx.com	
36	offstreetunit.com	info@offstreetunit.com				
37	todadivaofficial.com	sales@todadivaofficial.com			info@todadivaofficial.com	
38	wereplica.com	ulisfyha@gmail.com			wereplica@gmail.com	
39	womyshop.com	kristinbazar99@gmail.com			WhatsApp: +1(579) 390-3848 womyshop21@gmail.com	
40	corwin.store	james745119@gmail.com	Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	bluerd.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com hello@nova.com	
40	buebu.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	feieagle.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	iluivo.shop		Sihe Trading Co., Ltd.		YT@gmail.com	
40	incco.shop	james745119@gmail.com	Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	ofore.store		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	seerlin.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	wendco.shop	hytc201509@126.com	淄博浩源陶瓷材料有限公司 (Zibo Haoyuan Ceramic Material Co., Ltd.)		hello@nova.com hanli135790@gmail.com	
40	bluediem.shop		淄博浩源陶瓷材料有限公司 (Zibo Haoyuan Ceramic Material Co., Ltd.)		hanli135790@gmail.com prediselhou50@gmail.com	

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
40	furta.shop		淄博浩源陶瓷材料有限公司 (Zibo Haoyuan Ceramic Material Co., Ltd.)		hanli135790@gmail.com lavilyon.shop@ace.com jannegravie@gmail.com	
40	guuliy.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	inscon.shop		淄博浩源陶瓷材料有限公司 (Zibo Haoyuan Ceramic Material Co., Ltd.)		hanli135790@gmail.com	
40	potark.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com wanlvyyuan502@gmail.com	
40	ronio.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	soloic.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	viennais.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
40	wesroles.shop		Sihe Trading Co., Ltd.		hanli135790@gmail.com	
41	raretail.com	hotsstore@hotmail.com	Sunoutdoor Co., Ltd.		service.acx@gmail.com customer01@shopify-service.com	www.facebook.com/Raretail-2-101674995209115/
41	delightfuts.com		Sunoutdoor Co., Ltd.		service.acx@gmail.com boss@delightfuts.com customer05@shopify-service.com	www.facebook.com/Delightfuts-1-100279455408951/
41	factiones.com		Sunoutdoor Co., Ltd.		service.acx@gmail.com boss@factiones.com	www.facebook.com/Factiones-1-103313698388160/
41	ignoreds.com		Sunoutdoor Co., Ltd.		service.acx@gmail.com	www.facebook.com/Brandon-Simmons-1-111122707749554/
41	ongoinges.com		Sunoutdoor Co., Ltd.		service.acx@gmail.com	www.facebook.com/Naufal-Rafif-Fajar-Ilmi-1-103025901791990/
41	pendinggets.com	lacrosse.sop@aol.com heetodry@protonmail.com	Sunoutdoor Co., Ltd. Guili Liu Liandong Wu		service.acx@gmail.com	www.facebook.com/Pendinggetscom-104578065141218
41	beliefal.com	waxic996@hotmail.com attorney_float@zohomail.eu han85.yan@outlook.com compliantne@zohomail.eu pengyong.leaf@yahoo.com finch.flam@gmail.com corn.pheasant@gmail.com peoriasing@yahoo.com jiaenjinshop@outlook.com mercifuldop@aol.com suicideop@yahoo.com mallliul@hotmail.com qizhong.linden@yahoo.com hu.baoping@outlook.com	Wuhan Wangxinchao Electronic Commerce Co., Ltd. Fun Pack Technology Co., Ltd. Yi Han Hao Clothing Co., Ltd Guangjian Intelligent Technology Co., Ltd. Jinxin Biwang		service.acx@gmail.com dawn-fast@outlook.com institute.ad@gmail.com	

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
			Technology Co., Ltd. Tupaco Entertainment Co., Ltd. Anshiyu Co., Ltd. Yizeyan Co., Ltd. Jia Enjin Network Technology Co., Ltd. James Hannah Henan Ziliang Network Technology Co., Ltd. Fanao E-Commerce Co., Ltd. Xinnike Trading Co., Ltd.			
41	amountes.com		Wuhan Wangxinchao Electronic Commerce Co., Ltd.		service.acx@gmail.com	
41	gloriousion.com	recklessjiang@zohomail.com	Wuhan Wangxinchao Electronic Commerce Co., Ltd. Haidong Ye		service.acx@gmail.com customer01@shopify-service.com	
41	dawnise.com	torquesong@yahoo.com	Zhiwei Chen		service.acx@gmail.com dawn-fast@outlook.com	
41	shineian.com	polar.shirt@yahoo.com	Dubaozhan Communication Co., Ltd.		service.acx@gmail.com	
41	yeaing.com	chair.yky@gmail.com	Ruimu Women's Shoes Store, Wuchang District, Wuhan		service.acx@gmail.com	
41	burlyts.com	astronomytong@zohomail.eu	Wenlin Technology Co., Ltd.		service.acx@gmail.com	
41	seriouses.com	junqing.bark@hotmail.com	Yushun Trading Company		hotsstore@hotmail.com	
41	welcomeal.com	cheng84.cosmos@outlook.com zhuchen.pea@outlook.com jianchun.78li@outlook.com li86.peng@outlook.com ants.eagle@yahoo.com yew_serw@yahoo.com parsley.eng@zohomail.eu fwierb@zohomail.com violentxiao@outlook.com cockedyu@aol.com giraffedeer@hotmail.com fujun.bitter@outlook.com routgfs@yahoo.com xiaomin.twig@outlook.com	Dan Ford Trading Company District Haiyu Non-staple Food Shop Chuangshicheng Network Technology Co., Ltd. Linwen Electronic Commerce Co., Ltd. Lancheng Fitness Management Co., Ltd. Laomipi Co., Ltd.		service.acx@gmail.com dawn-fast@outlook.com	

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
			Youdeka Technology Co., Ltd. Jingshi Co., Ltd. Aaron Sparks Linlinyu Hotel Management Co., Ltd. Xiangyun Hongyi Technology Co., Ltd. Zi'an Decoration Co., Ltd.			
41	glowingss.com	compliantne@zohomail.eu	Guangjian Intelligent Technology Co., Ltd.		dawn-fast@outlook.com	
41	amiability.com	notablexiang@aol.com tightenguo@aol.com youngsterying@aol.com taylor.hawthorn@yahoo.com resentxiaolu@aol.com	Kaidong Zong Yaoyao Yun Hailong Li Qing Xia		service.acx@gmail.com	
41	antbtcss.com	deng.bubble@yahoo.com urbancong@aol.com superuied@aol.com fhuowfhu@gmail.com dominantnan@aol.com currentlyhuang@gmail.com	Weibin Ma Hong Kong Zhicheng Network Technology Co., Ltd.		service.acx@gmail.com	
41	auspiciousise.com	service66.customers66@gmail.com			customer01@shopify-service.com servicecustomerplhgre@gmail.com	
41	batcta.com	urbancong@aol.com diagramm.sale@gmail.com	Jiancong Cai		customer05@shopify-service.com	
41	brand-vip.store	eldorado_hy@aol.com unanimous.co@yahoo.com positionwen@aol.com wrggf.sale@aol.com shedguang@aol.com instantspik@gmail.com gazeopkru@zohomail.com adequatejun@gmail.com actual_hwf@yahoo.com identinfr@yahoo.com mosquito_zhang@aol.com coconut.allen@aol.com compactlijian@gmail.com	Xiaojie Zhao Yin Lin Guangjin Chen Weifeng Huang Edouard Bartes Buck Allen Qiqi Huang		customer01@shopify-service.com	
41	bravecy.com	johlpbo@gmail.com analogyjun@aol.com circus_store@yahoo.com gazehdfoop@gmail.com	Junqiao Yang Jin Liang Yuzhi Xiao		service.acx@gmail.com	
41	combinationine.com	sactress.gare@gmail.com collaboratezhao@gmail.com orchestrayue@aol.com safeguardyang@gmail.com	Hesong Zhang Gangyan He		customerservice.boundes@gmail.com	
41	faithfulwes.com	gazeopkru@zohomail.com furtherkang@aol.com	Conglei Lin			
41	keenhood.com	meandefs@yahoo.com fulfillzhang@yahoo.com	Mohamad Alani Xiaofeng Fan			

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
		institute.ad@gmail.com sgtherf@yahoo.com butterfly.hall@yahoo.com accusexian@gmail.com scanhrit@gmail.com	Jinming Xie Liangkun Xiong Edumnd Harris Lianjie Lu			
41	kindlyment.com	customerservice-vip@outlook.com			service.acx@gmail.com	
41	seriousth.com	compensationyao@yahoo.com proclaimfeng@aol.com absolute.james@aol.com	Hongrong Wu Siting Deng Howard James		customerservice-vip@outlook.com	
41	leeiggres.com	awkaerd_mall@yahoo.com	Jianke Huang		onlinestorecustomerservice@outlook.com service.acx@gmail.com	
41	prosperities.com	wwang.king@yahoo.com afford_czg@yahoo.com underwearqw@zohomail.com crashio_free@aol.com scheme.storefy@yahoo.com overallyun@zohomail.com identifyzong@yahoo.com explicithan@yahoo.com thrieller@aol.com hesiadre@aol.com	Qingxian Wang Mirko Guajardo Alex Houghton Avent Duplessis Alexander Sommer Kalle Sadonoja Carlos Cubillo Zhiming Tan		customerservice-vip@outlook.com customer01@shopifyservice.com	
41	quietees.com	idealedop@aol.com carryonse@yahoo.com dianoude.smell@yahoo.com chestnutligang@gmail.com simplicityming@aol.com slangeh@yahoo.com beholswe@yahoo.com gather_heng@hotmail.com couclute_sale@yahoo.com idhbgf@gmail.com windmillyan@aol.com difficulttao@gmail.com	Jingyu Chen Yongfeng He Hannu Kolm Lioba Fanucci Huiyong Li Arnold Burnette Lola Manessis Sebastiano Trevisani Susane Carrasco Kerem Akboga		service.acx@gmail.com dawn-fast@outlook.com customer05@shopify-service.com	
41	strivecy.com	longingmin@gmail.com availq@aol.com mnhsqw@aol.com	Charlotte Stirling Antje Beike Alisha Rica		customerservice-vip@outlook.com	
41	tidyian.com	deviationhong@yahoo.com cubicjincai@gmail.com shdgeb.sale@aol.com terminaljun@yahoo.com perfrg@yahoo.com gossipxiang@aol.com worlderty@yahoo.com werfdh@yahoo.com mihxew@yahoo.com pasyellow@aol.com edward.galaxy@yahoo.com wz.small@yahoo.com butterfly.hall@yahoo.com recurrencfd@yahoo.com zheng.liberty@aol.com lxue.snow@yahoo.com perfecklh@gmail.com pumpkinzhu@yahoo.com	Isabelle Trottier Publio Moretti Isabel Dacre Linda Hobson Pierre Jodion Lodovico Manfrin Shelley Law Lea Bauer Chushuang Huang Steve Nocito Weiwen Zheng Xuehua Liang Clyde Eudoxie Martin Kiesch		dawn-fast@outlook.com service.acx@gmail.com	
41	vigoroush.com	assorted.berry@zohomail.com	Zizhu Mo Xing Yao		service.acx@gmail.com	

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
		litterdong@aol.com physicialde@yahoo.com dicatiton@zohomail.eu sauthorityu@gmail.com Smith.pansy@outlook.com latin.tader@yahoo.com				
41	zechot.com	urbancong@aol.com superuied@aol.com			service.acx@gmail.com	
42	jiyuanm.com	foshanaoke001@163.com	佛山市顺强建材有限公司 (Foshan Shunli Building Material Co., Ltd.)		info@jiyuanmei.com 2911800416@qq.com	
42	esunnily.com		佛山市顺强建材有限公司 (Foshan Shunli Building Material Co., Ltd.)		info@esunnily.com	
42	tousikey.com	foshanak001@163.com xiachong002@163.com	Foshan Jiyuanmei Electronic Commerce Co., Ltd. Shenzhen xiachong Technology Co., Ltd		tousikey@126.com	
43	vkrjewelry.com	2738429873@qq.com	深圳市豪佳杰贸易有限公司 (Shenzhen Haojiajie Trading Co., Ltd.)		service@vkrjewelry.com	
43	vlcase.com	2738429873@qq.com	深圳市豪佳杰贸易有限公司 (Shenzhen Haojiajie Trading Co., Ltd.)		service@vlcase.com	
44	aililady.com	362506843@qq.com kyosal@163.com	深圳市天隆资产管理有限公司 (Shenzhen Tianlong Asset Management Co., Ltd.) 聚优国际电子商务(深圳)有限公司 (Juyou International Electronic Commerce (Shenzhen) Co., Ltd.)		contact@Aililady.com contact@AILISISI.com	
44	alicemini.com	kyosal@163.com	聚优国际电子商务(深圳)有限公司 (Juyou International Electronic		contact@alicemini.com 403592758@qq.com	

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
			Commerce (Shenzhen) Co., Ltd.)			
45	genilicaa.com	wenhaotc2022@163.com	深圳市信速进出口有限公司 (Shenzhen Xinsu Import and Export Co., Ltd.)		contact@genilica.com	
46	lifefashionday.com	ppvt2020@gmail.com	Nguyen Nhat Vu		support@lifefashionday.com	
47	luxekings.co	tungchefpayment@gmail.com naman.paymentonline@gmail.com	Tran Thanh Tung Nguyễn Tấn Nam An		customers.pod.contact@gmail.com customers.contact.luxekings@gmail.com	
48	spitfice.com	htang8859@gmail.com	rao ping xian shun tang jian cai dian		spitfice@126.com info@spitfice.com	
49	thebrandroom.shop	info@outletbrandy.com	Outlet Brandy LTD		info@wellones.com	www.facebook.com/thebrandroomshop/
50	Aricot	ATSPQRNXGR9TE		B094FJ29MB		
51	BRUZY&	A3PGU7TDV3J63F		B092JJTP8Q		
51	HGVVV&	A3PGU7TDV3J63F		B092JGHG6S B092JJY7CM		
52	cduybbiuviu	A2ZL9U65Q9FQDQ		B092H5FZZ1		
53	fwqvk8888	A1ACPI1LLUCB7AL		B094ZSJF91		
54	GuangZhouLianJianShiYe YouXianGongSi	A1H5AG9KXTCY1L		B092LZVGR6		
55	huajiazhiyuexianhuahunqin glyidian	A3IA7HWLGFZGDP		B08TMPSH8S		
56	taiyuanxiguaniaoyukejiyouxiangongsi	A1RDPGKKD67KVI		B092LH9KGK		
57	Yihao gift	AFOVI2H8UITLC		B092LPQTLR B092LN9ZW1		
58	aeXai6q	5f7b4a559451b5004a73d0a1		6062ba8417c067f9202cd0a3		
59	Angelicotory	5fff853db9cc1e5fab84861c		606be73d0650efcef6a5ed23		
60	BelleElai	5e948adc29e78658c089f41c		5fc1a513ffd8f70d3bdbe5c9		
61	Bluetronicsti	5fff48cd80aa192fa64fdbc5		606a9a1364e7718175178f6c		
62	Brandi B. Makeup Artistry	600a4bd34a632a288b942e78		60652acec551267f3acb76b9		
63	DiVOT	600bb94dd3669850d1b3d46c		60765492e41f2cb5ee8c4f9b		
64	DominicPh	5e9507067446d700443085d4		606ac2aabd1aebc9b35a3dd7		
65	fanghuijuan2312	6072748820a354930f72aa1a		607d515511f74b7a643852f5		
66	farzonba	5f7c95a5846909a6643f6305		6063d81862880e62241d7f50		
67	Formirt	5fc61313b6a39e72874b00f6		606fee193d99e23fcc861239		
68	Fragata Stores	5fd963d0c8beb30585644fa7		607b38624d445a3d036bfec34		
69	Freelance Wardrobe Stylist	600a50d97635f12b51062635		6063e1b723251590836886fd		

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
70	From Mercury	5e6ee2631e1985f88d2356f2		6078f5aeb565fe5377807215		
71	fus2174shop	5f7eb33d5f080e2dfc1969f1		5fd073846367d117a1e1fb95		
72	gyasjbuaifg	605afb0287476815cce6c874		6073ee98ff132251acdffc		
73	h3t0jx	5e7829b029e78673fc55bc91		603b425b8496d1eab5a66d13		
74	HaroldMon	5e9511b67d58eb1a8c12ceef		605bfdc1c355c65e1270198c		
75	HobartKer	5e947a706dc979a728160d83		60667b798385c16cb7f55138		
76	hourace	5ffa7fea84f2123c7267f449		60671d7a65cece4c4012f1ea		
77	hristopherBert	5e9501b3c2efdd0b97ad2b2c		605992807b870a27ea53d0ba		
78	Hundp	6003a3c7d3d832e6160a4e58		608e54eb2825771a7192c600		
79	James G Hope	5e9d4d2df5b57cd81114e36e		606d337c978236e59d995568		
80	Janice R Jackson	5e9525c8cb74c917c241a375		606958215fc80a6e42a788ce		
81	Jimmie M Skinner	5e95297a7eb5cf15342e99a9		6067f5adada096d881424e18		
82	JldeEas	5ff5ba0fe3cb5fc91ad49c81		606eca3a2c9160b33c4a0d25		
83	Jolyom	5fd76ab360df091803cdb4cd		60050c275c728b8945d1356c		
84	JoNatividad	5e9512d7cb74c9196541539a		6066dbfe41c00695ebad79da		
85	ju5k45	6034a31329ee425b4c6d468b		604c50131ea58bfae84ecc3		
86	Kate.Se	5fcfa4ce0178d2fdf240cbfc		6013982aac36371ccd8679a3		
87	KevinAlvab	5e93bba6d10744003e451ab0		605414b3aa0ad4d1ccd709e1		
88	LIHANSHANGMAOSS	604481574905050045ca04ee		6061a6b6c9ffc9d81c9fe868		
89	liuzhigang7230	6079395ea2774d0b86a08479		6092ca96faf07523f55ad044		
90	loiSaif5	Merchant ID: 5f7c9704e314d8babc01b7de PayPal Account: 329483790@qq.com		606bc83a940b4d7a22d8f422	WhatsApp: +86 15294557196	
91	Mefranje1	5e27406dea31082344d08654		5fc0817f5e56e8d90dbe9152		
92	missluxury	5fd954f95f02791e485b974d		6067ce1bb4d82c6cb90af3b4		
93	nds jagvdijsfjkdxbhfgxngtngf	606d702c9117791683babd51		6074442f63be3930e8f02ba0		
94	nice555	606c625f8caf72594246b895		607ee6ee56986a061d109603		
95	oaKie1te	5f76144247fa979de3c44be1		5fa50351ff51d33d1d301542		
96	Peggy McMullene	5e69e9875098721140ad8d4d		5fbcdcb31bc7e4f6f598d424		
97	Popular color coordinates	608526f6933947bb846b7b36		608bb52e70fa261ff4792380		

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
98	sa6zi8E	5f7b69f6a088530fa13f6d38		606418e31f41c8546c040c7b		
99	Semca Tienda Online	5fd6ceda60df097118cdab9f		606fe4cb7915b73335722883		
100	Sherri M Rangel	5e95283fc01f951fc583730b		606a9a510ac799ac6fe390fe		
101	Spideradioxy	5fff18091c90df0244b8ef57		6062b59eaba84af3955bd76		
102	stesoft	5fdab7fcaae4ca1859d4ee4f		6067ce33cc0d326fe6a07c8e		
103	Sunyanli66085	5e8ee04829e786429aa1608e		6061a597a82bda71e501700f		
104	Tasselti	600114a11dc2b02e3748298a		605969b8cbc6f0b4a330eb62		
105	tinkeauo	605af6448257b387f16f4644		60745264dd9cdf80fa8a8041		
106	Toy Flower	606acd48e08c77f8b5ae2520		60701ae17dca3d154e554b41		
107	Unipay	601b78a3da6fa841d91e6658		607fa04ae16d7b3c18fda05f		
108	vcba	5e9fb88251f61241c361a64d		60506c1bf7f91cd5af2830c1		
109	wanghai9181	607a60c8a659d52e055a3f61		6092ce06af84cd2c19d2aa4a		
110	wangting2650	60711a363d5ed63800fc6da9		607d5110739df14e54d07300		
111	watsubo	5f75b5734fba00ffba66f5c8		605d57a5e06153af88066386		
112	yufengx	60069b65d3d83295bb0a4ceb		60745349dd9cdf8a6f8a7d57		
113	AKA-shi	5f85da05c0b491fbbf5fbc5a		609cbb2be94e6b7fb5bfa8b88		
114	AngelaZebulonx aka amy0515	5ea76c023f2e0c37f197452c		5fd74def723199ce3f36aff1	WhatsApp: +8617394977655	
115	Annestephanie	607efe628b131abe8003abce		609ccb5b9941d9c590bca763		
116	apowejiufa	5eb63138e4a2bd3bce74309a		6087881052c83270b0ead369		
117	bambunatural	60857c037530ac710050eda9		609616707aaa85c6e0caa753		
118	Beautiful metamorphosis	607f85f091605c0f987f094a		6096a58d9fd793ad8f95134e		
119	Beebaer Shoes	5e743c907f526905dcd93b6f		60713db060d9961e30b49a57		
120	BetsyBridgetzPcPpV	5e93f32a7fbade2e52bd95bf		60a86b6b90d1fe74ecabfc84		
121	Blue Princess	5fd72293e69fe8af463a5d6b		5ff95453f3fa9413dbf6d33c		
122	caiyohj5Sha	607e00a145810298527adb9d		609b4b5d440448e3b0598fb6		
123	Cantsed	607e0957458102a0327adb8e		6098ec6672207500545b4ef5		
124	Cbarmen	6031e0ccb284a697d76efa29		6080d6c493394734fa6b2ab9		
125	cbvbyg	5e9fbe7713546c264adb0488		6075519ced4edb532bf0fb0e		
126	CGuttma	60856365a0ca850366063c83		60a603f42f5329f62a02b732		

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
127	Chenyijia Store	5de1f77929e7864da6dd6ba2		5f93f7ed341653136cafbdb36		
128	chgfte	5f324d49b5fa4b00412930f4		607140fbfdd3823f7685d88d		
129	cjeihf	5f39f28aa33e56027285fbf9		60892d19c9940fb08b62b7c5		
130	Claudia Tour	6095662da2b1678e401e9b2b		60a50ee51fa96c5be51db59a		
131	Colorine	6080f12bc3796206c044ff2e		609b3e75f72e1ebaba916458		
132	Complete Tech	606b3b9c53adab0486eb094a		6087fa0e3febb68459fd08bc		
133	David D Kettler	5e9fda56e2fac32f15704173		60a23734fa3fe18bd9b88e04		
134	dazhanhongtu123	5dbf9508ff4ee603d3061c1a		606831ad68c614693c50043c		
135	Drunk Labrador	60856e743752b4464361dde6		60935b2d7c588b2c16b9265b		
136	etplaza	601bc3cf79562f3f9152a54c		60960984385e8c766593e11c		
137	FarEast STAR	60957e5261f14a9ec0f5b951		60a5d1455b6e967f558eabdf		
138	Felicita A Coleman	5e9fdb98c96219003f445bdf		60a2372f881bba190cf9ba86		
139	fhuitjo	5e731b54f56f7903403cf1fa		6077c52b7e8ac3e629480a26		
140	fjdwiogagerhftgjthtrgfdxht rf	6072932e8fb84e0b2766b320		609b48cd9339d76982b70aac		
141	fushuaikang3889	60727afd67b2fc9763a7e980		607d55779422217c81444d4a		
142	getgreenfast	608b87a3b9dd22328327c78a		60a64f8bfd51dd9a25c71ab7		
143	goutoug2865	607ea4f920c98708c27c8cce		609bc7b290cddb1bafddfd1b		
144	guillermoglover	5fc9a7df7f7f131deb10b4ef		607fa412a591091d614baec9		
145	Heckoshoo79mW3	5e84334eff14ef62cd30727b		6055cd4fab70688f5d39b040		
146	hiovjhadkzfjhfgjngjhgyhjk	607275c6c534cd88d9242791		609b497de7da2ed09237751a		
147	HiramAnnAnTfM	5e9806bc29e7866bffe789be		60a9db24b9b0a581b3e70eca		
148	huchao1256	60716ac3ac47c8138240e303		607d5579f427339b4451c092		
149	HugoPhoebesH	5e9480fd1a25abaec1b7684f		5fe58ba4b8347ec7f428fd47		
150	huirushangmaoss	5feeb1027d97042dc50ac898		6073ca67a84251f827029e75		
151	huzhoudamaige	5ad2e12eaac71f2e7d942afe		6078310e74d8680aa5d20305		
152	IvyPetenZn	5e9555b565a17901acfc95ca		606a6dbeb342ac07f3413add		
153	ksoenfuyu	5ea28fa69dffbe5e2702b872		6078043b7d4f4fa6f1439367		
154	LatonyaToler	5e78c35f2d03ddb3e4a06e87		60a7d8f72a10a274a67f6fd3		
155	ldlrcyxnm	5fc2fc8802c9b3cea5090cff		60a2408a9fab1c5a48828cb6		

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
156	Lgsasasuasbs	6072e0b0fb49a1ed82e32174		6096ba82b04777d7033ff7f7		
157	liptim	5ff48fa956c946d3cb01b246		6097a01187cbf42a564e7b8c		
158	llmortgage	608b8bb01277afc25cd35cea		60a64f9a22a27080a7eeaa10		
159	loeirhwore	5ddcbf8c71483d2e0cf8e4bb		606aabd0411e37e05673a4fc		
160	lqqkj dakfassg	607289c88bd726970e5eaebe		609b4a955f363262f311a8c0		
161	manhdungtruong54101	6063edf758135d3f33b7d496		6087b2521c5aede17864b518		
162	McShaleCVpeq	5e84359f01553b45eb84a897		605851a6449ac662c8303c15	WhatsApp: +86 15322250862	
163	Meat Jerky World	5eb2b972e7bbe7a204292be0		5fe4698df6a223aa7591411f		
164	MengjiejingiXs	5e8582295f19ee0048c1cbf5		60a339bada072f14b5987091		
165	Natural companion	60941a8c8b7e45374038d6a4		609cc218703534c5c7ec0e93		
166	PacificCoastHans	6095804161f14a8d13f33c35		609cbaff08c3798def325654		
167	paiqiugongjin	5e6880619145ad53ac97308f		60a3e6be7c66f78d25ea34c5		
168	Qdnjk	5fc89d50df0823f7935b992a		609fd8b6e01d07f94c14f2c7		
169	qingfang123	5d9412dd909aba3cd316913c		6077bd3bdbe1b0d391c86302		
170	Rogers Food Stores	606b3c4b9056b50283f4ee79		608153b9c9e2a434f9ded512		
171	Ruchey	60869b24a59109280b4befcd		60926eee863d0a216c97608c		
172	sdnjgheoirjtgfykgedgvsdfd w	607517fbc7100f4350684a9c		609b3da9160a7b7da665a868		
173	SESAY2020	5fd813695a77750626147197		609e9854cc0620110719d0f8		
174	SIHUABAO1077	609647034d980f075944bca3		60a5f25825f988ad68d2f458		
175	Small waist	60851a3c729e094582d94e42		609d2ddf57fa809a27fbcb3		
176	smartlibrary	6086e6b96e904988c1937ee0		609cd4ac7e86714e11bac463		
177	sqinzia	60893eb4dc5608c3d14f3383		60a9f2a37eceb7af89c3772c		
178	teJS	6078d80134a5f743c3eaa51c		60890d46742dbaa226a108e5		
179	tiansjkea	60715289173469204025ecd5		609b477fe5b6c82cb85307fc		
180	TobeyUriahkBhOh	5e94010f646cd43c33988bf1		60a730efe95b35d1dd462cb1		
181	Ultreos	606bc6a87155f72a5ccd081d		609e98333902fc47d9802566		
182	Used cars	608770b4ec3d200ed2fe9f33		6093821c0cb8a97d6e8dcf3e		
183	ValentineBobaPcH	5e93f2482522bc3072c76825		60a86b2f5f674075c6550192		
184	wangyujia0951	6071141cac3dcc174ba50d6b		60976e8be55d95c6a661ab75		

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
185	Witard	608731856e9049dc559370a3		609e1a4cb3619752bcf92d81		
186	zhanghao2416	60793d4d6a77201f11183fde		60a3e4302c01a6885e6c5dda		
187	zhangliu1395	60791b8169cc9f4348ec9d15		60a3e8dd077cc990f21724ff		
188	zhangtianqi Store	5f9f8267f3f5923c1d20bae5		6090a0517463242f0cbb5232		
189	zuoze	5fbbee73b4025e38e371345f		60877f4a59ded60a8bcd0710		
190	Americanclothex	6099ef76d6688f6307e6a391		60c08714ece4ce72a3f29e86		
191	Bebidasrapidas	6096e47c30cddfb45cb6db0a		60b79a4fce56abc1e82d8ccb		
192	Betancourtcovalent	609679fd8c2bee9858ebd98b		60b79a36405442dca8b4355a		
193	Bryan D Reynolds	5e96aaf53985223a5ee172bb		60b0ea577d4aa1efadec1c50		
194	ByronChloeaCeBl	5e97eac6ea18a54a93ccc8ec		60bd99a30b7e20cd0abb8008		
195	ChicRepublique	5fd8118ee58466034b3a8c14		60b8670c8b30ec8143a2dde6		
196	DerrickGeorgiakYkW	5e96ae8b058b713c04edc73d		60c447b9aa601cab140cf962		
197	Don miguelon	6099b3386a9ffc0a5427dc36		60bdb46e63127be782bced1f		
198	DorisHuntertLqL	5e76e10129e78673c0562f44		60b4615ee5885a7425cbe108		
199	ErnestFaithevMpY	5e97e8a83db66347e774e551		60b9b8f287af567dd5286e32		
200	FARNCES	60863bc92446d52de0f3729f		60b05f778a3dc5ba5e648571		
201	fifth area	609ed333695a1001069fa199		60b9f5c004aa49abd14096dc		
202	FlowKrosty	6095b1bb61f14ab636f33c7f		60c0889a5e98d47167386122		
203	G&O Supreme sparkle	5ffa61d5649a82236c8a6052		60b5bfa01595ede86e69c1e9		
204	GarlLe	608852a7223f5d1dc2557f01		60adb9b8d1f1021fe4921f67		
205	gyhlaskdjaisf	6072791b3d5ed69916fc6261		60b871bcab29368bd585ebb3		
206	Helen J Vargas	5e96aa5339852239f0e17278		60b0ea57b9e9391436517ddc		
207	HenryZararZlS	5e980529654fc160bee47188		60afa0ac608508f5ac5ea8e7		
208	holywritings	6086e43e0800943237a239f4		60af4e18dd2ed83f61c66c3d		
209	hsfjkasfbhsjdhfjsef	6072c47767b2fcd5c3a7ef0c		60a753432d9d3729d5b67719		
210	ingarg86hba5lr	5e787be54fed5519806592e7		60b46d16d81faf1917e0675d		
211	Inversiones Gus	608db4178c4dd796a5be2635		60a39ac1ab3caadf83df82d2		
212	Jason C Sandin	5e96a61e6d2a2d039d2ade95		60b5ec62b961ef3627397703		
213	jergraph	5fdac891e1000a178b9b8c66		60b86e8579d2108418928024		

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
214	John P Rooks	5e96c848639b2d3183b82342		60b5d5faecef63c7feacf11		
215	Kirsten M Manrique	5e9fdeaa29e78626f25ae3fe		60b48c8d2aa9d731337b9176		
216	La estancia ve	6096a14b8c2beebad7ebd94a		60bdb4415fb085f9f2cb5454		
217	Lawrence A Johnson	5e96abab5ef4710048c858e4		60b0ea9645d0590417927466		
218	Luis sports	6093f4bc8b7e45374038bd28		60be5ac54ba71f6f0710c0fb		
219	majinxian	5dc68d30e256711688b1b05c		606cd9d6c27a867d2f9d468b		
220	Marcel fast	609922148b7e45c21336cf44		60c444876eeb7da047387b7b		
221	Mario K Espinosa	5e96a2d4ff30140494ded84a		6095efd3af24e329879281b6		
222	Michelle K Crouch	5e9fdc9f99b6f10041d36eae		60a236685ef703b94237d318		
223	miir91gang	5f6877c2af629f2fe5a29921		60a3431e41c8a312b1065ee9		
224	mozhihaoa	607261983d5ed68301fc62f9		60a733ce56a221d8508b188f		
225	Parzer	601ade81ee594ad42219acc5		60b4925a68f2583aa204e044		
226	Patricia L Krick	5e96c1e56d2a2d1a8c2adebe		60b0ebbdda9c47d7b89628e6		
227	Picinas y disfrutes	608f32e4ec3d20c869fe9c38		60a60312b2aad82e4121e129		
228	Prishould	6092a4f7854dbf798b7231b9		60b6038cda9c476848961f26		
229	QuintinaSandyQeN	5e75bb632d03dd0740a14a77		60b9b020210c6d774d730ea4		
230	Revel Windmill	60956d91f3cd39807a951c0b		60b6f4f080395d66fbbf34c		
231	RobinJimmy	5ff3bbff4361b905f45df1c6		6031351b82c6a8c03874c979		
232	RoyBaldwinrNhU	5e97ebd1654fc14a41e47234		60b9a4b99805a140ca978c72		
233	shfdjafghsfjfhws	6072ca4a67b2fce241a7e9f1		60a7522227c02fd69f738fb5		
234	shfjkwhwkfwjhfwf	6072bf286dcdfa0440727f0a		60a735c81b0738865eaaeff9		
235	Skilled	5ff49361ad7e54e2b88b24c2		60b4b82d8f122ae5c4ad203f		
236	sofasieure	60026ee68c1c0830419af894		60ab4955fc8667256759c016		
237	songdan4772	603c84827ea46a8c7b2b97b7		609d5635035d84273521d6f6		
238	StateLink	60988939ae59b904a3940ae7		60be5ac5014e50a9c891bf4d		
239	StevenPeters	5e78c36eba7ff1b23e4b4f50		60b46154cc4a77f188177d46		
240	Tecnox inc	609452e2996c9468b386ac82		60a5d8c93b59ff4b0d4d9895		
241	The Last Pacers	607f5b0941dbdd4e68450126		60ab2af78eccc8fa869c316c		
242	Ussiossop	60a0e5857dcbb143fe3dc4d2		60ba5391b51060ed3a5e87ef		

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
243	Wiffstandes	6002789381125242282094cb		60bdf644745de972e55e858e		
244	WSNBB world	60507bcd3d2d6a21822dedf0		60bdaa6703e2eac0e7b80331		
245	wuzhichao0201	60a9c7f48b8e79b8002cc5db		60b8e81c1edcc7a3074c792e		
246	Yethat	6092a7768fd4947b8c198f75		60b6075841a446cf49062b0e		
247	yinweiyu	607157d70e3b29802fd44035		60b871d09805a1858e97977d		
248	a2019	21027388		631653706		
249	aa1010612317	21039360		627313635		
250	az2026	21199647		631658498		
251	bag0111	21646709		687554413	WhatsApp: +8617613722221	
252	bag613	21384989		640678672		
253	bestoffershop	21452089		666889740		
254	bigbrand001	21639441		664845022		
255	brand bags666	21646918		676499872		
256	brandfactory333	21128272		551402656		
257	buqu	20331369		597270084		
258	buycheapcocos	21622935		636668939		
259	chaneldior	21479673		684291303		
260	chayuan99	21132946		511894586		
261	danny_luxury_bag	21584604		615453601		
262	Designer & hangbags aka dh bag jkshfkd	21646906		678390551		
263	duzhiy	21657184		687162403		
264	factory8_store	21001267		410537656	387893884@qq.com	
265	fashionbags and jackets aka unin188	21549949		680015628		
266	focusonjersey	21296818		548914714		
267	gongjia	21204629		615247369		
268	Guangzhou Fashion T-Bear Co.,Ltd aka tradingbear	14772552		544761334		
269	gzluxurybag	21660260		672560204		
270	handbags618	21619014		626701132		
271	hlwygood	20609155		548819459		
272	jiayu22	21161324		628694241		
273	jiuyiyi	21651916		693035289		
274	jsm_shoes	21601207		643869233		
275	Kanyeshoes350_014	Store No. 21563374 PayPal Account: c18059566122@163.com		567296408	WhatsApp: +8613977667766	
276	king01234	21229079		682589008		
277	kingremit02	21081488		631469833		
278	ladybag100	14385011		618578774		

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
279	laoyuan2	21672323		693024676		
280	luxury_shops	21574426		603866846		
281	luxurybags80	21620909		625858641		
282	luxuryjewelryworld1	21357823		606864119		
283	luxurysbag766	21633957		635488974		
284	lvvl bag	21572012		632433529		
285	more than bags aka goodbest 8686	21657047		679055749		
286	mrlizheng	20290604		639638316		
287	newbag999	21605164		618453121		
288	paike2025	21195509		632079054		
289	paikekeji	21191576		630592415		
290	pangzi888	21465740		561741120	WhatsApp: +8618617325756	
291	pumashop	21068950		677593145		
292	qbfashionbag	21642414		684072952		
293	red bottoms heel aka factory store01	19960409		480059689		
294	rose king	21228841		675853859		
295	rose28	21225871		679152191		
296	rose288	21226678		591536534		
297	runxiao	21221729		553646403		
298	senior441	21127143		638763788		
299	shi9527	21650318		691751697		
300	sneakersstore202009	21402612		589717416		
301	sport0004 crossbody Brand luxury bag aka sport0004	20642763		648770841	cosysunny@126.com	
302	stylishhandbagsstore	21604571		619075475		
303	sup_bags2020	Store No. 21612095 PayPal Account: lfr131124@gmail.com		617240583	WhatsApp: +8613861676165	
304	supermail 1	21415277		587092076		
305	tangtang2	21607063		616166428		
306	therenobag	21677412		691922197		
307	top bag 6868	21657056		677360313		
308	topshoes7836	21605012		694037897		
309	urmoby	21463735		553493475		
310	vivishoescity aka Jessie luxury4	Store No. 14774868 PayPal Account: yunjiwseasy@hotmail.com		544159956	WhatsApp: +8618620261057	
311	xiao985985	21215551		630341941		
312	xuanshu33	21161093		615247657		
313	xujin01	21668032		684841618		
314	yiYu22	21161077		628694324		
315	aceoutside	21640112		667376282		

Def. No.	Defendant / Seller ID / Subject Domain Name	Financial Account / Store No. / Merchant ID	PayPal Payee	ASIN / Infringing Product No.	Additional Means of Contact ¹²	Social Media URL
316	bingo44	21359953		628211830		
317	Boutique package aka shang2021	21654408		690232859		
318	bugbags	21652538		678320263		
319	ceessd	21227032		601963222		
320	cicibags	21619364		693408985		
321	designer shoes668	21649690		674355159		
322	designercasualshoes	21647249		657052524		
323	EFFINI	21309004		528515903		
324	fashion08008	21078998		662103112		
325	hotlinechina	21646084		688519267		
326	John shoes and bags factory aka promotionking	21552685		633303513		
327	joo8277	21581520		688753768		
328	jooobag	21663539		689961632		
329	ladysbag999	21586939		597859624		
330	leochan16	20216802		582041117		
331	luxurybags06	21657177		689950746		
332	Luxuryhanbags aka dennis suppliers	21646737		670003153		
333	luxurys shoes989	21649692		679032208		
334	lvxuryshop	21605627		622016013		
335	myshoescity	14277485		544154582		
336	peng 350 v2	20996711		688871267		
337	pingping6	20245860		405084826		
338	pinksugao	21155468		620063044		
339	poiruyiw	21644960		677780876		
340	sgyj	21646792		676166116		
341	shenian	21032931		424758135		
342	shenztop	20397273		603027894		
343	shishangbag698	21430968		698110529		
344	shoesfinder	21637787		688799713		
345	shoessupplier2021	21684810		700128371		
346	tianchennet	21665239		686332781		
347	topdesignersneaker	21647256		658152194		
348	viviboutique	21106803		532671791		
349	xiangdingdang	21611256		628885728		

SCHEDULE "B"
CYBERSQUATTING DEFENDANT BY NUMBER AND
CYBERSQUATTED SUBJECT DOMAIN NAME

Defendant Number	Cybersquatting Defendant	Infringing Subject Domain Name	Requested Statutory Damage Award
29	bolsoslvchanel.com	bolsoslvchanel.com	\$10,000.00

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was served this 8th day of October, 2021, upon Defendants via e-mail to the e-mail addresses at which Defendants were served or via Plaintiff's Website by posting a true and accurate copy of the foregoing on the URL appearing at <http://servingnotice.com/cp05e/index.html>.

Stephen M. Gaffigan

Stephen M. Gaffigan